

DOC # 3469380

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Requested By

TICOR TITLE OF NEVADA INC

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 9 RPTT 0.00



A.P.N. 038-172-11, 038-172-14,  
038-172-10 and 038-181-01

*Accommodation 06005716-RR*  
RECORDING REQUESTED BY

And When Recorded Mail to:

Name: Marilyn D. Craig, Deputy City Attorney  
City of Reno  
P.O. Box 1900  
Reno, NV 89505

2400-79

### EASEMENT DEED AND AGREEMENT

THIS Easement Deed and Agreement ("Deed") is made as of the 27<sup>th</sup> day of ~~November~~ 2006, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), whose address is 1400 Douglas Street, Omaha, Nebraska 68179 and CITY OF RENO, a municipal corporation of the State of Nevada ("Grantee"), whose address is P.O. Box 1900, Reno, Nevada 89505.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does hereby grant unto Grantee, and unto its successors and assigns, a PERPETUAL EASEMENT in, to, over, along, upon and across that certain real property (the "Property") in Washoe County, State of Nevada, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof, to be used by Grantee for the construction, maintenance, operation, repair, renewal, reconstruction and use of a public street only. Grantor and Grantee acknowledge that the Property is a portion of Grantor's federally granted railroad right of way, and that this grant is made pursuant to the provision of 12 Stat. 489, which authorizes the transfer of a portion of such right of way to certain governmental entities for public highway and street use.



The easement herein granted is for the use of the surface of the Property for street purposes only, except that Grantee may make subsurface installations necessary for street construction and nothing in this Deed shall preclude Grantee from applying for utility licenses from Grantor. Grantee acknowledges that future utilities are specifically excluded from this easement and are not permitted until such time as Grantor issues and approves a utility license to Grantee or its agent.

RESERVING, however, unto Grantor, its successors and assigns, the right to construct at any and all times and to maintain railroad tracks, fiber optic, telephone and other communication lines, electric wires, and pipelines, and their appurtenances, upon, over, under and across the Property, and to grant such rights to third parties, but in such a way as to not unreasonably interfere with Grantee's use of the Property for the purposes specified in this Deed; it being understood that the rights so reserved unto Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to the use of the Property for any purpose not inconsistent with Grantee's use of the Property for the purposes herein defined. The easement granted herein is subject to the needs and requirements of Grantor, its successors and assigns, in the improvement and use of Grantor's property in connection with rail operations. Prior to the exercise of Grantor's right to require relocation of the street, the following process shall be followed: (a) Grantor shall notify Grantee as soon as reasonably practicable that it is considering a project that may require relocation of the street, (b) Grantor shall promptly thereafter consult with Grantee for a period not to exceed sixty (60) days to explore all commercially and operationally reasonable design alternatives to avoid or minimize the street relocation, and (c) if Grantor reasonably determines after such consultation that the street must be relocated to accommodate Grantor's rail operations, then Grantee shall have up to six (6) months after Grantor gives Grantee notice of such determination to cease using for street purposes the portion thereof so required to be relocated. All the provisions of this Deed shall, so far as the street remains on property of Grantor, apply to the street as relocated.

This grant of easement is made SUBJECT to all outstanding leases, licenses and other outstanding rights, including, but not limited to, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property, whether recorded or unrecorded. In addition to and not in limitation of the above, Grantee, for itself, its successors and assigns, hereby covenants and agrees that Grantee shall not interfere in any manner with the rights of Grantor's Licensee under that certain License Agreement between Southern Pacific Transportation Company (predecessor in interest to Grantor) and Mogul Water Company dated July 16, 1979, identified in the records of Grantor as Audit Number S188561, and granting certain rights to said Licensee to use the Property for water transmission purposes.

The easement herein granted is also limited to such rights as Grantor may have in the Property and is granted without warranty, express or implied. No damages



shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

Grantee covenants to maintain the Property and street in good repair so that no damage will result from its use to the adjacent land of Grantor, its successors and assigns. Grantee covenants that its use of the easement will not interfere with the railroad operations of Grantor, its successors and assigns.

To the extent it may lawfully do so, Grantee agrees to indemnify, defend, and hold harmless Grantor and its affiliates, their officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict liability), damages (including, without limitation, consequential or punitive damages), claims, demands, actions, causes of action, costs and expenses of whatsoever nature (including, without limitation, court costs and attorneys' fees), which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, grows out of or arises from the exercise by Grantee of any of the easement rights herein granted. The foregoing indemnity shall apply regardless of any negligence of an Indemnitee, excepting only the sole negligence or willful misconduct of an Indemnitee. The term "affiliate" (or "affiliates" as the case may be) as used herein means any corporation which directly or indirectly controls, or is controlled by, or is under common control with Grantor.

It is expressly made a condition of this grant of easement that if Grantee, its successors or assigns, shall abandon the Property or any portion of the Property for the purposes of the easement herein granted, the rights herein granted shall cease and terminate with respect to the portion of the Property so abandoned, and the title to the Property shall be freed from the burden of the easement. It is further agreed that nonuse of the Property for street purposes or any portion thereof for the purposes of the easement herein granted for the period of one (1) year shall be deemed an abandonment of the Property or portion thereof not so used.

This Deed shall be governed by, and construed according to, the laws of the state of Nevada, unless such laws are otherwise preempted by applicable federal laws, rules and regulations.





**UNION PACIFIC RAILROAD COMPANY**  
**Reno, Washoe County, Nevada**  
**EXHIBIT "A"**

The following describes a public access situate within a portion of the West Half (1/2) of Section Fourteen (14), Township Nineteen (19) North, Range Eighteen (18) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada; being within the four-hundred (400) foot right-of-way of the Union Pacific Railroad, between east bound track centerline stations 2250+07 and 2253+62:

BEGINNING at a point on the existing Northerly pavement of Belli Road, said point being left 67.50 feet of East Bound Track Station 2251+61.5 and proceeding along said existing Northerly pavement of Belli Road North  $42^{\circ}16'09''$  East, a distance of 200.00 feet to a point being left 62.62 feet of East Bound Track Station 2253+61.5;

Thence leaving said existing Northerly pavement of Belli Road South  $82^{\circ}36'19''$  West, a distance of 206.37 feet to a point on the Northerly line of the Union Pacific Railroad four hundred (400) foot Right-of-way, being left 200.00 feet of East Bound Track Station 2252+07.5;

Thence along said Northerly line of the Union Pacific Railroad four-hundred (400) foot Right-of-way South  $40^{\circ}52'16''$  West, a distance of 200.00 feet to a point being left 200.00 feet of East Bound Track Station 2250+07.5;

Thence leaving said Northerly line of the Union Pacific Railroad four-hundred (400) foot Right-of-way North  $81^{\circ}34'02''$  East, a distance of 203.20 feet to the POINT OF BEGINNING.

CONTAINING: 26,608 square feet of land, more or less.

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA

August 9, 2006

240079.leg

DAVID F. HARRISON  
manhard Consulting Ltd

9850 Double R Blvd. Ste. 101  
Reno, NV. 89521



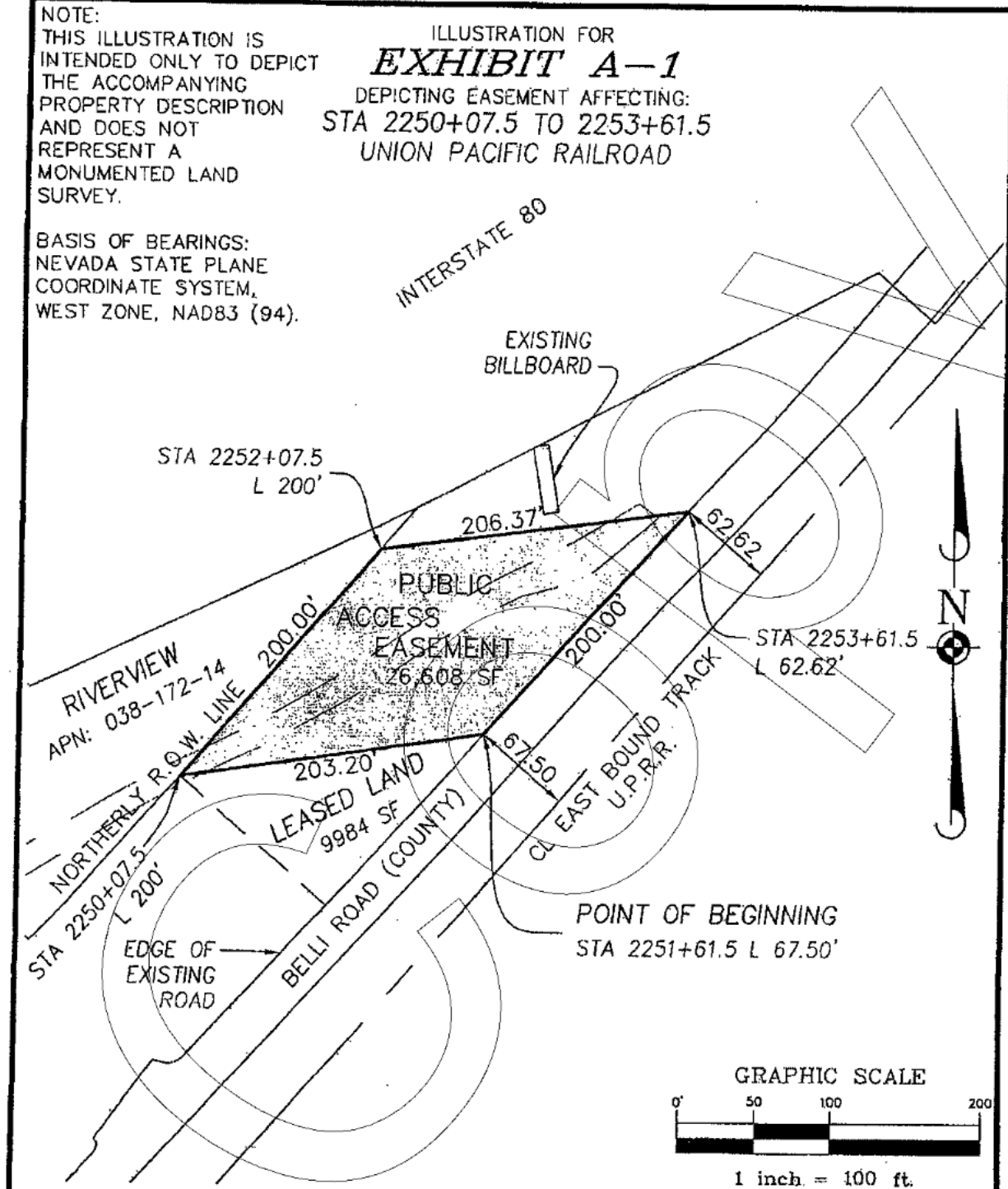
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11/30/2006  
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EXHIBIT A  
Page 1 of 2

NOTE:  
THIS ILLUSTRATION IS  
INTENDED ONLY TO DEPICT  
THE ACCOMPANYING  
PROPERTY DESCRIPTION  
AND DOES NOT  
REPRESENT A  
MONUMENTED LAND  
SURVEY.

ILLUSTRATION FOR  
**EXHIBIT A-1**  
DEPICTING EASEMENT AFFECTING:  
STA 2250+07.5 TO 2253+61.5  
UNION PACIFIC RAILROAD

BASIS OF BEARINGS:  
NEVADA STATE PLANE  
COORDINATE SYSTEM,  
WEST ZONE, NAD83 (94).



PUBLIC ACCESS EASEMENT

WASHOE COUNTY, NEVADA

MAP TO ACCOMPANY DESCRIPTION

PROJ. MGR. **DFH**  
DRAWN BY. **DFH**  
DATE: **7-13-2006**  
SCALE: **1" = 100'**



**MANHARD CONSULTING LTD.**

ENGINEERS • SURVEYORS • ENVIRONMENTAL SCIENTISTS  
9850 DOUBLE R BLVD SUITE 101 RENO, NEVADA 89521  
TEL: (775) 746-3500 FAX: (775) 746-3520 [www.MANHARD.com](http://www.MANHARD.com)

SHEET  
**1 OF 2**

SPRVN



# UNION PACIFIC RAILROAD COMPANY

## Reno, Washoe County, Nevada

### EXHIBIT "B"

The following describes a public access situate within a portion of the West Half (1/2) of Section Fourteen (14), Township Nineteen (19) North, Range Eighteen (18) East Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada; being within the four-hundred (400) foot right-of-way of the Union Pacific Railroad, between east bound track centerline stations 2239+99 and 2241+07:

BEGINNING at a point near the existing Northerly pavement of Belli Road, said point being left 50.00 feet of East Bound Track Station 2241+07.3 and proceeding North  $49^{\circ}07'45''$  West, a distance of 150.00 feet to a point on the Northerly line of the Union Pacific Railroad four-hundred (400) foot Right-of-way, being left 200.00 feet of East Bound Track Station 2241+06.1;

Thence Southwesterly along said Northerly line of said four-hundred (400) foot Union Pacific Railroad Right-of-way along the arc of a curve to the right having an arc length of 0.85 feet and a radius of 5530.06 feet, through a central angle of  $0^{\circ}00'32''$ ;

Thence Southwesterly along said Northerly line of said four-hundred (400) foot Union Pacific Railroad Right-of-way along the arc of a curve to the right having an arc length of 28.43 feet and a radius of 3619.83 feet, through a central angle of  $0^{\circ}27'00''$ ;

Thence Southwesterly along said Northerly line of said four-hundred (400) foot Union Pacific Railroad Right-of-way along the arc of a curve to the right having an arc length of 70.75 feet and a radius of 2664.93 feet, through a central angle of  $1^{\circ}31'16''$  to a point being left 200.00 feet of East Bound Track Station 2239+99.1;

Thence South  $49^{\circ}07'45''$  East, a distance of 150.13 feet to a point near said existing Northerly pavement of Belli Road, said point being left 50.00 feet of East Bound Track Station 2240+05.6;

Thence Northeasterly along the arc of a curve to the left having an arc length of 68.39 feet and a radius of 2814.93 feet, through a central angle of  $1^{\circ}23'32''$ ;

Thence Northeasterly along the arc of a curve to the left having an arc length of 29.61 feet and a radius of 3769.83 feet, through a central angle of  $0^{\circ}27'00''$ ;

Thence Northeasterly along the arc of a curve to the left having an arc length of 2.03 feet and a radius of 5679.60 feet, through a central angle of  $0^{\circ}01'14''$  to the POINT OF BEGINNING.

CONTAINING: 15,005 square feet, more or less.

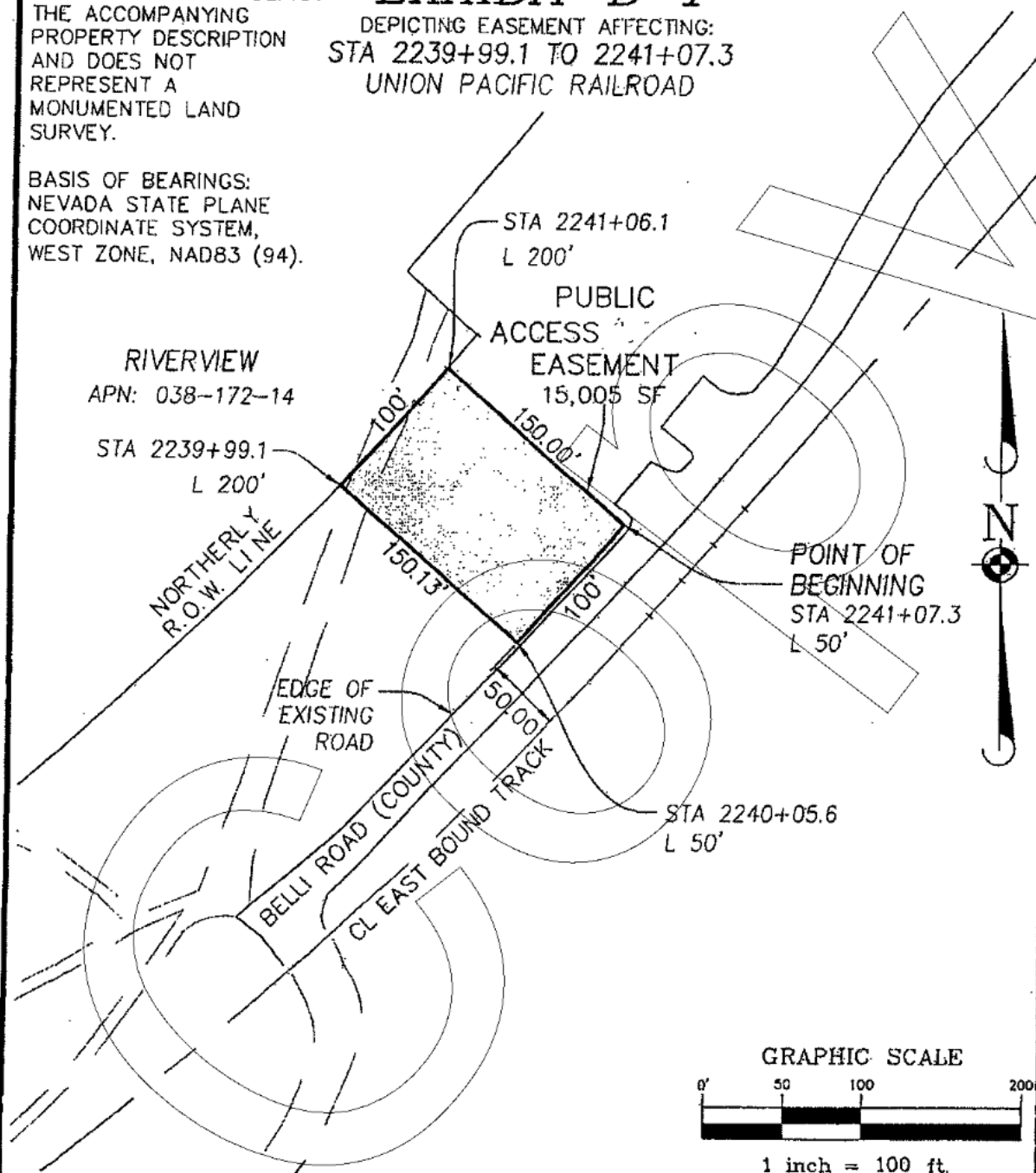
OFFICE OF REAL ESTATE  
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DAVID F. HARRISON  
MANHARD CONSULTING LTD  
9850 DOUBLE R BLVD STE 101  
RENO, NV 89521

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BASIS OF BEARINGS:  
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COORDINATE SYSTEM,  
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ILLUSTRATION FOR  
**EXHIBIT B-1**  
DEPICTING EASEMENT AFFECTING:  
STA 2239+99.1 TO 2241+07.3  
UNION PACIFIC RAILROAD



**PUBLIC ACCESS EASEMENT**

**WASHOE COUNTY, NEVADA**

**MAP TO ACCOMPANY DESCRIPTION**

PROJ. NOS. DFH  
DRAWN BY: DFH  
DATE: 7-13-2006  
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SHEET  
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SPRVN



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11/30/2006  
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11/30/2006  
9 of 9

## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
Signature

11-30-06  
Date

Carol J. Masterson  
Printed Name