

PN: Street Right of Way
Recorder, please return to: City of Reno
Attn: Property Management
P.O. Box 1900
Reno, NV 89505

NON-EXCLUSIVE EASEMENT
(E 9th Street)

The CITY OF RENO, a municipal corporation, "Grantor", its successors and assigns for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Reno "Grantee", a perpetual non-exclusive easement under and through a portion of Grantors' property for the construction, installation, maintenance, repair, replacement, reconstruction, alteration, inspection, operation and use of subsurface private utility lines on Grantors' property described in Exhibit A, attached hereto, depicted in Exhibit B (the "Easement"). Grantor reserves all rights to use the Easement as provided herein.

1. Grantee shall return the surface area of the Easement to the condition it was in immediately prior to Grantee's construction, installation, maintenance, repair, replacement reconstruction, alteration, inspection, operation and use of the subsurface private utility lines. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Grantee shall indemnify Grantor, its officers and employees for any and all damage, including but not limited to damages to the person or personal property of Grantor, its officers and employees, and third parties, arising from the construction, installation, maintenance, repair, replacement reconstruction, alteration, inspection, operation and use of the subsurface private utility lines. Any and all work within the Easement area must be properly permitted per Reno Municipal Code.
2. Grantee shall not install or place any improvements or obstruction on the surface area of the Easement not related to the subsurface private utility lines and associated appurtenances. Grantee shall not engage in or permit any activity to occur within the Easement area which in the reasonable judgment of the Grantor is inconsistent with the Grantor's use of the Easement area or any property deed restrictions.
3. Grantor's Use. Grantor shall use the Easement area without restriction or limitations on use, provided that such use does not unreasonably interfere with or damage the subsurface private utility lines constructed and installed within the Easement area.

This Grant of Easement and the terms contained herein shall be binding upon the successors, agents and assigns of the parties.

EXECUTED on this _____ day of _____, 2024.

CITY OF RENO, a municipal corporation

By: _____
Hillary L. Schieve, Mayor

Dated: this __ day of _____, 2024.

ATTEST:

By: _____
Mikki Huntsman, Reno City Clerk

ACKNOWLEDGEMENT

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Hillary L. Schieve, Mayor of the City of Reno.

Notary Public

ACCEPTED BY:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Reno

By: _____
Patricia Charlton
Chancellor

Date

EXHIBIT "A"
EASEMENT

All that certain real property situate within a portion of the Southeast one-quarter (SE1/4) of Section 2, Township 19 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, also being a portion of East 9th Street, a sixty foot City of Reno public Right-of-Way, between University Way and North Virginia Street, State of Nevada, being more particularly described as follows:

BEGINNING at a point on the northerly line of Parcel 2 of Parcel Map No. _____, recorded _____, as File No. _____ Official Records of Washoe County, which bears South 77°02'30" West, 131.64 feet from the northeast corner of Said Parcel 2, also being a point on the southerly right-of-way line of East 9th Street;

THENCE along the southerly right-of-way line of said East 9th street, South 77°02'30" West, 10.00 feet;

THENCE departing said southerly right-of-way of East 9th Street, North 13°01'48" West, 60.00 feet to a point on the northerly right-of-way of said East 9th Street;

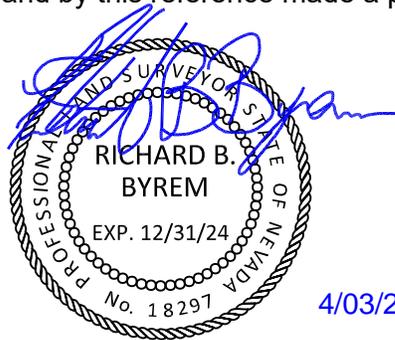
THENCE along said northerly right-of-way, North 77°02'30" East, 10.00 feet;

THENCE departing said northerly right-of-way, South 13°01'48" East, 60.00 feet to the **POINT OF BEGINNING**.

Containing 600 square feet, more or less.

The Basis of Bearings for the above description is the Nevada State Plane Coordinate System, West Zone, NAD83(94), modified to ground using the combined scale factor of 1.000197939. For the purpose of the above description, the Southerly right-of-way line of East 9th Street having a bearing of South 77°02'30" West.

Refer to Exhibit 'B' attached hereto and by this reference made a part hereof.



4/03/2024

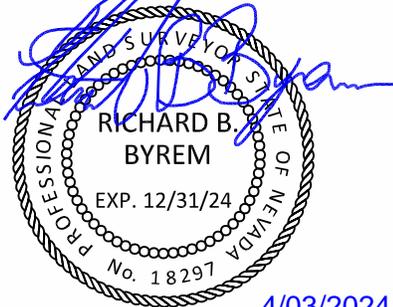
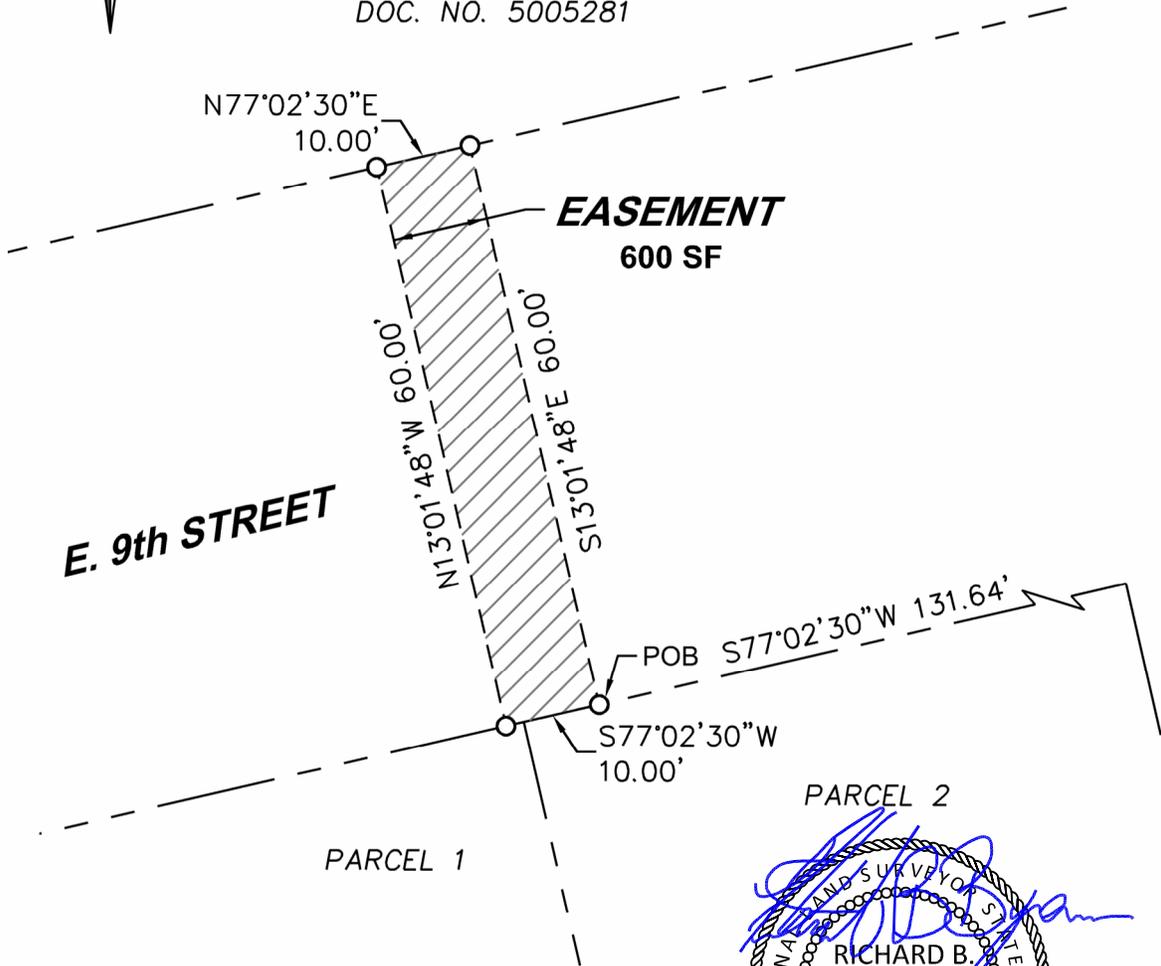
Prepared by:
Richard B. Byrem, Nevada PLS No. 18297
Lumos & Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, NV 89703
(775) 883-7077
JN: 10803.002

Exhibit A
Legal Description

[Cover Page – See Attached]



A.P.N. 007-020-10
UNIVERSITY OF NEVADA RENO
DOC. NO. 5005281



4/03/2024

LUMOS
 & ASSOCIATES 
 308 N. CURRY ST.,
 SUITE 200
 CARSON CITY, NV 89703
 TEL (775) 883-7077

EXHIBIT "B"
EASEMENT
E. 9th STREET
PORTION OF SEC. 2, T.19N, R.19E, MDM

WASHOE COUNTY **NEVADA**

Date: 04/2024
 Scale: 1" = 20'
 Job No: 10803.002
 Drawn By: DMS

Exhibit B
Location of Private Utility Lines

[Cover Page – See Attached]