

APN NUMBER(S): 025-470-23

When recorded return to:
City of Reno
Attn: Property Management
P.O. Box 1900
Reno, NV 89505

STORM DRAIN EASEMENT

CITY OF RENO, a Nevada municipal corporation ("**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys to **RENO-TAHOE AIRPORT AUTHORITY**, a **quasi-municipal corporation of the State of Nevada** ("**Grantee**"), a permanent non-exclusive easement and right-of-way (the "**Easement**") for the construction, maintenance and use of storm drain facilities, and appurtenances thereto, over, across, under and through a portion of the Grantor's property described on Exhibit "A" attached hereto and depicted on Exhibit "A1" attached hereto (the "**Easement Area**"), subject to the terms and conditions set forth herein.

RECITALS:

WHEREAS, the Easement is in support of and necessitated by the development and use of Grantee's property by a tenant of Grantee, and this Easement will primarily benefit said development; and

WHEREAS, Grantee agrees and acknowledges the amount of consideration paid by Grantee to Grantor for this Easement is based on the particular circumstances described in the foregoing recital and future requests for easements on Grantor's property from Grantee or any other party will require payment of consideration based on the particular circumstances related to such request.

TERMS and CONDITIONS:

1. The easement is for the construction, installation, maintenance, repair, replacement, reconstruction, alteration, inspection, operation and use of a storm drain easement (the "**Facilities**") and the appurtenances thereto, over, across, under and through the Easement Area and for access, ingress and egress for installation, repair, replacement and maintenance of the Facilities.
2. Grantee is responsible, at its sole cost, for its use of the Facilities and activities in the Easement Area. Grantee and/or its contractors, subcontractors, and agents shall comply with all laws regarding installing, constructing, maintaining, repairing, reconstructing, operating, inspecting, altering, replacing, and removing the Facilities.
3. Grantee and/or its contractors, subcontractors and agents are responsible for securing all permits and approvals, whether from governmental entities or private parties, necessary to utilize the Easement Area in accordance with the terms and provisions hereof. Dry Creek is

Waters of the US and Waters of the State. Permitting with NDEP for maintenance (Routine Maintenance Activities Working in Waters of the State) is required for routine maintenance within the Dry Creek channel.

4. Grantee shall not add any additional fill or structures below the OHWM. Any changes to existing storm drain infrastructure, below the OHWM, will require federal permitting with the Army Corp of Engineers.
5. Grantee, its agents, subcontractors, contractors and consultants are responsible for fully remediating any hazardous materials spilled, released or disturbed by its use of the Easement Area and for disposing of any hazardous materials in strict compliance with law. If Grantee, its agents, subcontractors, contractors or consultants disturbs the surface of the Easement Area or another portion of Grantor's property during construction, repair or maintenance, or other work in connection with the Facilities, Grantee, its agents, subcontractors, contractors or consultants will repair and restore the disturbed area. Any work will be performed in such a manner to minimize interference with Grantor's or any tenant's use of the property in which the Easement Area is located.
6. In no event shall Grantor be liable to Grantee or any of its employees or agents for any injury to persons or damage to property on or about the Easement Area or caused by Grantee's use or ingress or egress to the Easement Area or by Grantee's breach of this agreement, unless and to the extent caused by the negligence or misconduct of Grantor. Subject to NRS Ch. 41 liability limitations, Grantee hereby agrees to indemnify and hold harmless Grantor from all loss, expense (including reasonable attorneys' fees and proceeding costs), damages and claims arising out of such injuries or damages, other than those caused by the negligence or misconduct of Grantor or its agents, servants or employees.
7. In connection with the construction, maintenance, reconstruction, or repair of the Facilities, Grantee, its contractors, subcontractors or agents will not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work or work claim related to the project.
8. The Easement created hereby is not a public easement, license or right-of-way, it being understood that the Easement is non-exclusive for the benefit of Grantee. In no way will this instrument be construed to be a dedication to the public use of the Easement or the Easement Area.
9. This Easement shall be governed by and construed in accordance with the laws of the State of Nevada with venue in the Second Judicial District Court in and for Washoe County, State of Nevada.
10. The person or persons executing this instrument on behalf of Grantor and Grantee each hereby represent that they have the authority to bind Grantor or Grantee, respectively, to the terms and conditions set forth herein.

This Storm Drain Easement and the terms contained herein shall be binding upon the successors,

agents and assigns of Grantor.

To have and to hold unto said Grantee, its successors and assigns forever.

EXECUTED on this _____ day of _____, 2023.

CITY OF RENO, Grantor

Hillary L. Schieve, Mayor

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2023, by
Hillary L. Schieve as Mayor of the City of Reno.

Notary Public

APPROVED AS TO FORM:

Jasmine Mehta, Deputy City Attorney

ACCEPTED BY:
RENO-TAHOE AIRPORT AUTHORITY, Grantee


Daren Griffin, President/CEO

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on May 16, 2023, by Daren Griffin as President/CEO of the Reno Tahoe Airport Authority.




Notary Public

EXHIBIT A

Legal Description of Easement Area

EXHIBIT A

LEGAL DESCRIPTION FOR A STORM DRAIN EASEMENT

A portion of land situated in the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 19 North, Range 20 East, Mount Diablo Meridian, in the City of Reno, Washoe County, Nevada, and being more particularly described as follows:

COMMENCING at a 5/8-inch rebar with a plastic cap stamped "PLS 1643" at the northeasterly corner of Parcel A as shown on Tract Map No. 5508, "Reversion to Acreage for Reno-Tahoe Airport Authority", filed on September 21, 2022, as Document No. 5334271, Official Records of Washoe County, Nevada;

THENCE, South 31°22'17" West, a distance of 493.87 feet along the easterly boundary of said Parcel A to a point hereinafter referred to as **POINT A**;

THENCE, South 31°22'17" West, a distance of 94.15 feet along said easterly boundary to a point hereinafter referred to as **POINT B**;

THENCE, South 31°22'17" West, a distance of 17.41 feet along said easterly boundary;

THENCE, South 31°22'17" West, a distance of 180.92 feet along said easterly boundary to a point hereinafter referred to as **POINT C**;

THENCE, South 31°22'17" West, a distance of 27.95 feet along said easterly boundary;

THENCE, South 31°22'17" West, a distance of 210.12 feet along said easterly boundary to a point hereinafter referred to as **POINT D**;

THENCE, South 31°22'17" West, a distance of 270.00 feet along said easterly boundary to a point hereinafter referred to as **POINT E**;

THENCE, South 31°22'17" West, a distance of 270.00 feet along said easterly boundary to a point hereinafter referred to as **POINT F**;

THENCE, South 31°22'17" West, a distance of 270.00 feet along said easterly boundary to a point hereinafter referred to as **POINT G**;

THENCE, South 31°22'17" West, a distance of 93.99 feet along said easterly boundary to a point hereinafter referred to as **POINT H**;

THENCE, South 31°22'17" West, a distance of 17.41 feet along said easterly boundary;

THENCE, South 31°22'17" West, a distance of 158.59 feet along said easterly boundary to a point hereinafter referred to as **POINT I**;

THENCE, South 31°22'17" West, a distance of 159.88 feet along said easterly boundary to a point hereinafter referred to as **POINT J**;

TOGETHER WITH the following Easement Areas A through J, which are described hereafter:

EASEMENT AREA A

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT A**, which is the **POINT OF BEGINNING** for Easement Area A;

THENCE, South 57°47'10" East, a distance of 43.38 feet to the **POINT OF TERMINATION**.

EASEMENT AREA B

A portion of land being more particularly described as follows:

COMMENCING at the aforementioned **POINT B**, which is the **POINT OF BEGINNING** for Easement Area B;

THENCE, South 89°08'33" East, a distance of 24.45 feet;

THENCE, South 00°51'27" West, a distance of 10.36 feet;

THENCE, South 32°52'41" West, a distance of 5.47 feet;

THENCE, North 89°08'33" West, a distance of 30.38 feet;

THENCE, North 31°22'17" East, a distance of 17.41 feet along said easterly boundary to the **POINT OF BEGINNING**.

EASEMENT AREA C

A portion of land being more particularly described as follows:

COMMENCING at the aforementioned **POINT C**, which is the **POINT OF BEGINNING** for Easement Area C;

THENCE, South 89°08'33" East, a distance of 29.45 feet;

THENCE, South 30°56'19" West, a distance of 27.83 feet;

THENCE, North 89°08'33" West, a distance of 29.70 feet;

THENCE, North 31°22'17" East, a distance of 27.95 feet along said easterly boundary to the **POINT OF BEGINNING**.

EASEMENT AREA D

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT D**, which is the **POINT OF BEGINNING** for Easement Area D;

THENCE, South 58°39'20" East, a distance of 24.26 feet to the **POINT OF TERMINATION**.

EASEMENT AREA E

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT E**, which is the **POINT OF BEGINNING** for Easement Area E;

THENCE, South 58°39'20" East, a distance of 23.12 feet to the **POINT OF TERMINATION**.

EASEMENT AREA F

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT F**, which is the **POINT OF BEGINNING** for Easement Area F;

THENCE, South 58°39'20" East, a distance of 24.43 feet to the **POINT OF TERMINATION**.

EASEMENT AREA G

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT G**, which is the **POINT OF BEGINNING** for Easement Area G;

THENCE, South 58°39'20" East, a distance of 21.46 feet to the **POINT OF TERMINATION**.

EASEMENT AREA H

A portion of land being more particularly described as follows:

COMMENCING at the aforementioned **POINT H**, which is the **POINT OF BEGINNING** for Easement Area H;

THENCE, South 89°08'33" East, a distance of 24.43 feet;

THENCE, South 00°51'27" West, a distance of 4.59 feet;

THENCE, South 30°01'53" West, a distance of 11.93 feet;

THENCE, North 89°08'33" West, a distance of 27.46 feet;

THENCE, North 31°22'17" East, a distance of 17.41 feet along said easterly boundary to the **POINT OF BEGINNING**.

EASEMENT AREA I

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT I**, which is the **POINT OF BEGINNING** for Easement Area I;

THENCE, South 58°39'20" East, a distance of 23.43 feet to the **POINT OF TERMINATION**.

EASEMENT AREA J

A fifteen (15) foot wide strip of land lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at the aforementioned **POINT J**, which is the **POINT OF BEGINNING** for Easement Area J;

THENCE, South 89°04'05" East, a distance of 22.66 feet to the **POINT OF TERMINATION**.

The sidelines of said easements are to be lengthened or shortened so as to terminate at right angles to the above described centerlines and/or upon the boundary lines of the grantor.

Containing 4,282 square feet of land, more or less.

BASIS OF BEARING:

Identical to that of Tract Map No. 5508, "Reversion to Acreage for Reno-Tahoe Airport Authority", filed on September 21, 2022, as Document No. 5334271, Official Records of Washoe County, Nevada.

See attached Exhibit A1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
P.O. Box 3299
Reno, Nevada, 89505



EXHIBIT A1

Depiction of Easement Area

BASIS OF BEARING:

IDENTICAL TO THAT OF TRACT MAP NO. 5508, FILED
ON SEPTEMBER 21, 2022, AS DOCUMENT NO. 5334271,
OFFICIAL RECORDS OF WASHOE COUNTY.

TOTAL AREA OF EASEMENT:

4,282 SQUARE FEET ±

SOUTH McCARRAN BOULEVARD

62.5' FROM \mathbb{C} TO SOUTHERLY RIGHT-OF-WAY PER PM 3556 & TM 4946

P.O.C.

RENO-TAHOE AIRPORT AUTHORITY

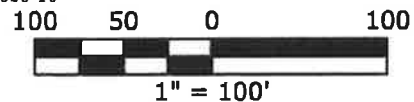
APN: 025-385-06
3000 AIRWAY DRIVE

PARCEL A PER TRACT MAP NO. 5508
TOTAL AREA = 52.71 ACRES ±

S 31°22'17" W
493.87'

QUAIL CREEK BUSINESS PARK LLC

APN: 025-620-10



P.O. Box 3299
Reno, NV 89505
P. 775.786.5111
www.usgeomatics.com
info@usgeomatics.com

EXHIBIT A1
CITY OF RENO
STORM DRAIN EASEMENT
A PORTION OF THE NE 1/4 OF SECTION 31 & THE
NW 1/4 OF SECTION 32, T.19N., R.20E., M.D.M.

RENO

WASHOE COUNTY

NEVADA

SHEET

1
OF
4

BASIS OF BEARING:

IDENTICAL TO THAT OF TRACT MAP NO. 5508, FILED
ON SEPTEMBER 21, 2022, AS DOCUMENT NO. 5334271,
OFFICIAL RECORDS OF WASHOE COUNTY.

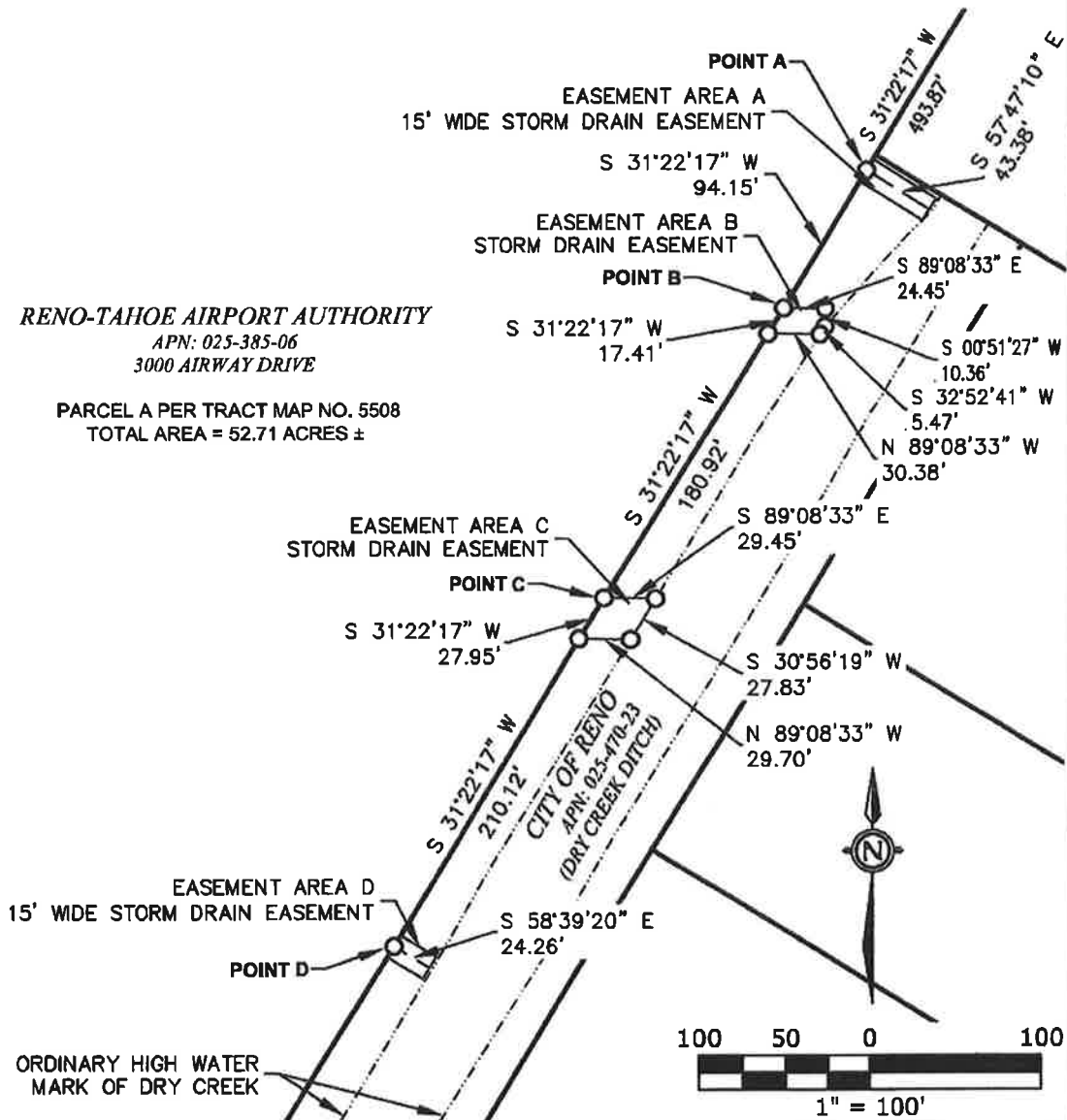
TOTAL AREA OF EASEMENT:

4,282 SQUARE FEET ±

RENO-TAHOE AIRPORT AUTHORITY

APN: 025-385-06
3000 AIRWAY DRIVE

PARCEL A PER TRACT MAP NO. 5508
TOTAL AREA = 52.71 ACRES ±



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RENO WASHOE COUNTY NEVADA

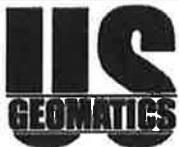
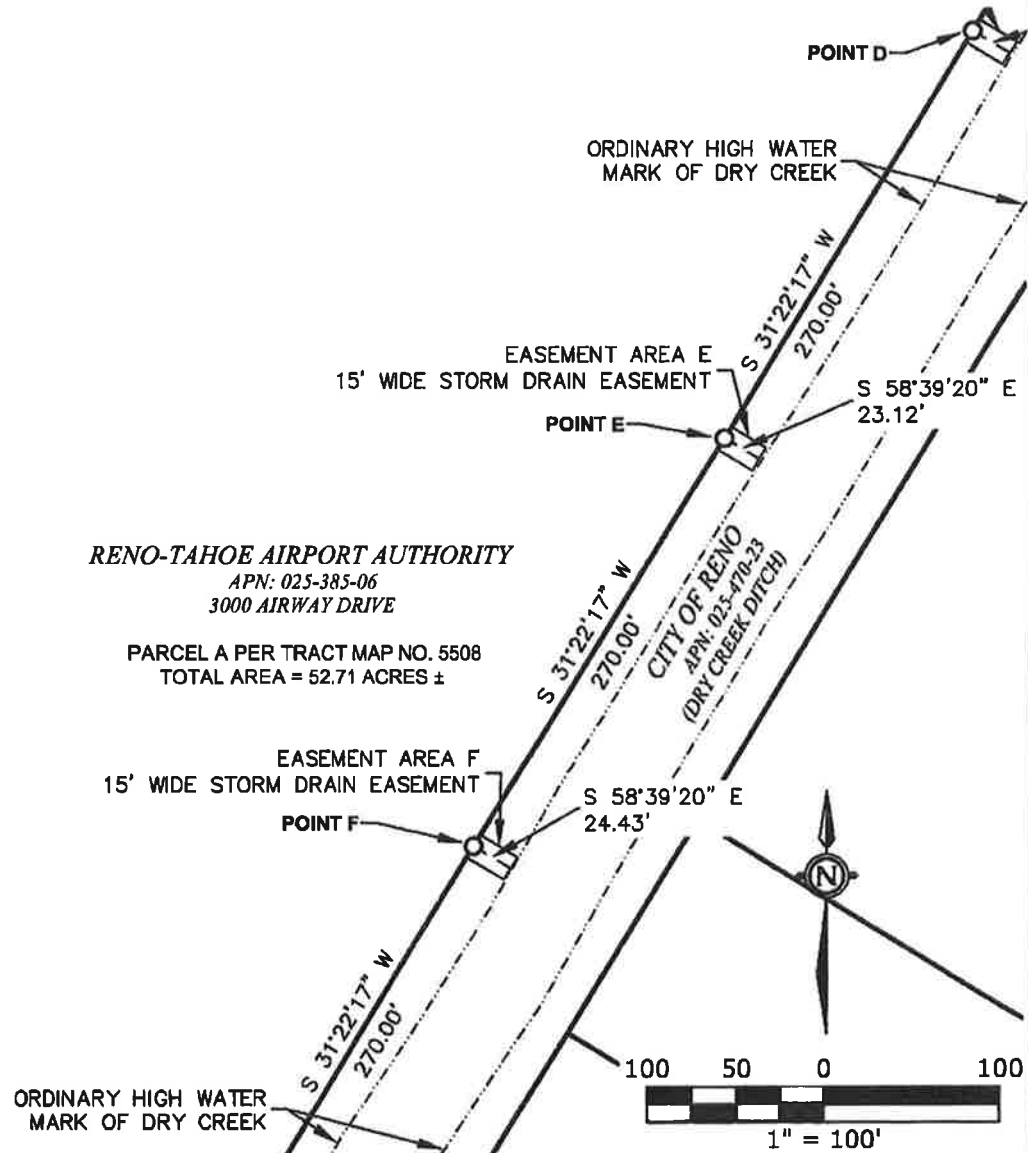
SHEET
2
OF
4

BASIS OF BEARING:

IDENTICAL TO THAT OF TRACT MAP NO. 5508, FILED
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TOTAL AREA OF EASEMENT:

4,292 SQUARE FEET ±



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NW 1/4 OF SECTION 32, T.19N., R.20E., M.D.M.

RENO WASHOE COUNTY NEVADA

SHEET

3
OF
4

BASIS OF BEARING:

IDENTICAL TO THAT OF TRACT MAP NO. 5508, FILED
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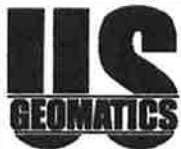
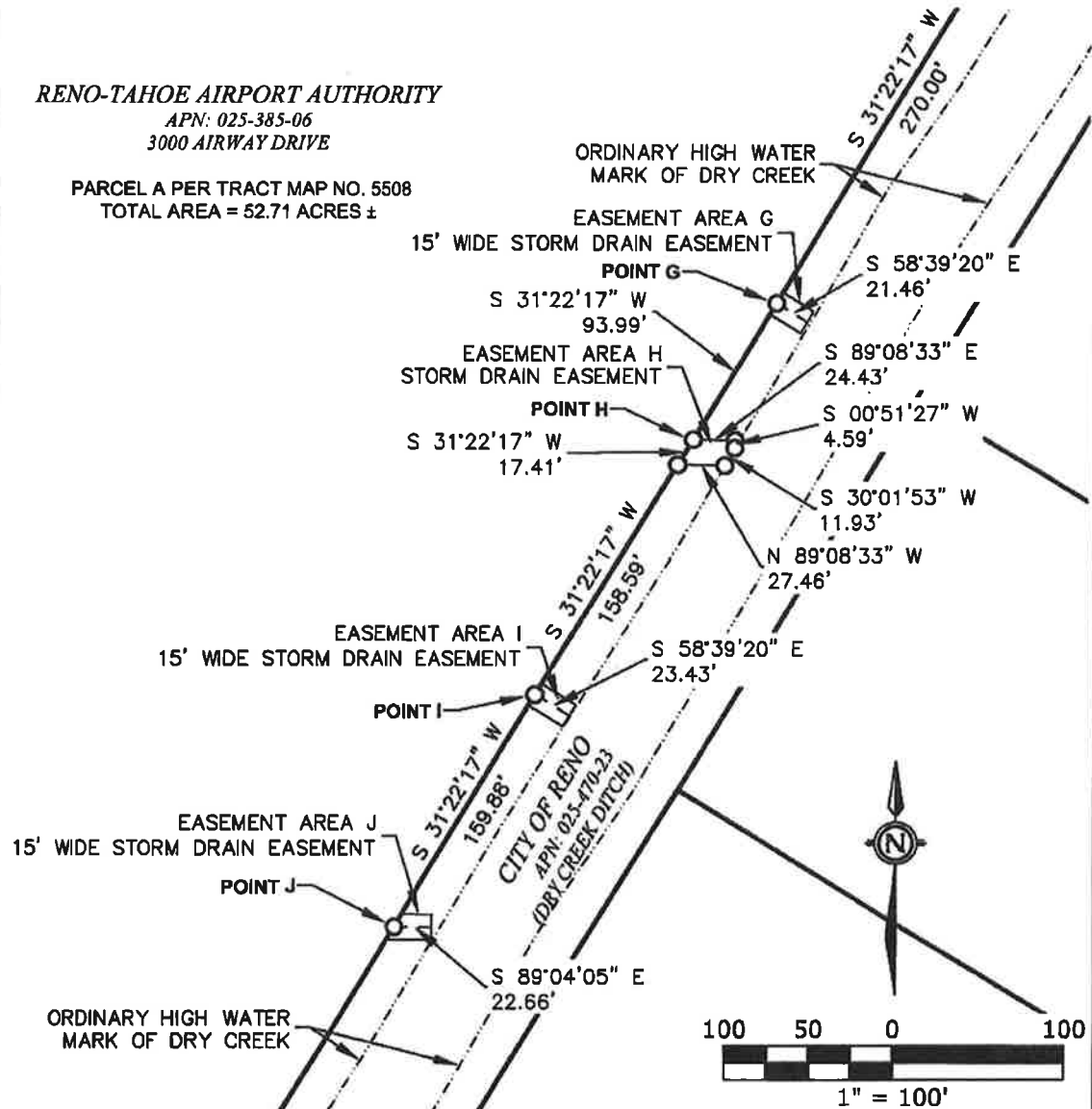
TOTAL AREA OF EASEMENT:

4,282 SQUARE FEET ±

RENO-TAHOE AIRPORT AUTHORITY

APN: 025-385-06
3000 AIRWAY DRIVE

PARCEL A PER TRACT MAP NO. 5508
TOTAL AREA = 52.71 ACRES ±



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STORM DRAIN EASEMENT**

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4
OF
4