



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: May 22, 2024

DATE: May 14, 2024

TO: Open Space and Regional Parks Commission

FROM: Faye-Marie Pekar, Park Planner,
Community Services Dept., 328-3623, fpekar@washoecounty.gov

THROUGH: Aaron Smith, Operations Division Director
Community Services Dept, 328-2172, aasmith@washoecounty.gov

SUBJECT: Presentation, discussion and possible recommendation to the Board of County Commissioners to approve an Easement Exchange Agreement with Sunny Hills LLC over Hidden Valley Regional Park Assessor's Parcel Number (APN) 051-330-01; to provide access to Sunny Hills Ranchos property Assessor's Parcel Number (APN) 016-840-11, 016-840-12, 016-840-13 and 016-840-14 in exchange for a Facilities Easement to Washoe County that supports the construction of a water tank and associated infrastructure at Hidden Valley Regional Park for the storage and distribution of treated effluent water from the South Truckee Meadows Water Reclamation Facility and; direct staff to apply for an NV State Park LWCF land conversion and Bureau of Land Management Reversionary Interest application for the proposed access parcel. (Commission District 4) (For Possible Action).

SUMMARY

Washoe County, through its Utility Program in the Community Services Department, is responsible for the management and treatment of wastewater. Washoe County's Utility treats an average of five million gallons of wastewater per day at three regional wastewater plants, including the South Truckee Meadows Water Reclamation Facility (STMWRF). The STMWRF is undergoing an expansion to align with current and future growth. As part of the expansion project, the Utility Team has identified Hidden Valley Regional Park, Assessor's Parcel Number 051-330-01, as one of the locations for the distribution of treated effluent water. To distribute treated effluent water at the park, a new water tank is proposed to be constructed, and the park's existing potable water irrigation system would need to be converted to a reclaimed water irrigation system. Building permits and Special Use Permits have been obtained for the construction of the water tank and associated infrastructure. In order to begin construction, a Facilities Easement over private property owned by Sunny Hills Ranchos, Assessor's Parcel Number 016-840-11, is required. Sunny Hills Ranchos will provide the Facilities Easement to Washoe County in exchange for efforts to obtain legal access to their parcel through Hidden Valley Regional Park adjacent to Mia Vista Drive with Washoe County Park Commission and Board of County Commissioners, NV State Parks and the Bureau of Land Management as the parkland is deed restricted.

AGENDA ITEM # _____

Washoe County Strategic Objective supported by this item: Economic Impacts: Meet the needs of our growing community and plan for expanded wastewater and storm water.

PREVIOUS ACTION

February 2, 2023 – Building Permit was approved for water tank construction.

June 21, 2022 – Hidden Valley Regional Park Master Plan adopted by Board of County Commissioners.

May 3, 2022 – Hidden Valley Regional Park Master Plan approved by Open Space and Regional Parks Commission.

August 3, 2022 – Bureau of Land Management approved construction of water tank at Hidden Valley Regional Park.

January 28, 2022 – A non-exclusive license and usage agreement obtained by Washoe County Utilities staff to enter Sunny Hills Ranchos property (APN 016-840-11) to begin geotechnical and survey work for the water tank and associated infrastructure design.

September 2, 2021 – Special Use Permit approved for water tank construction.

August 4, 1966 – The Washoe County Board of County Commissioners (BCC) accepted a Recreation and Public Purposes (R&PP) Act patent for a 260-acre portion of Hidden Valley Regional Park.

May 23, 1968 – The BCC accepted a R&PP Act patent for a 200-acre portion of Hidden Valley Regional Park.

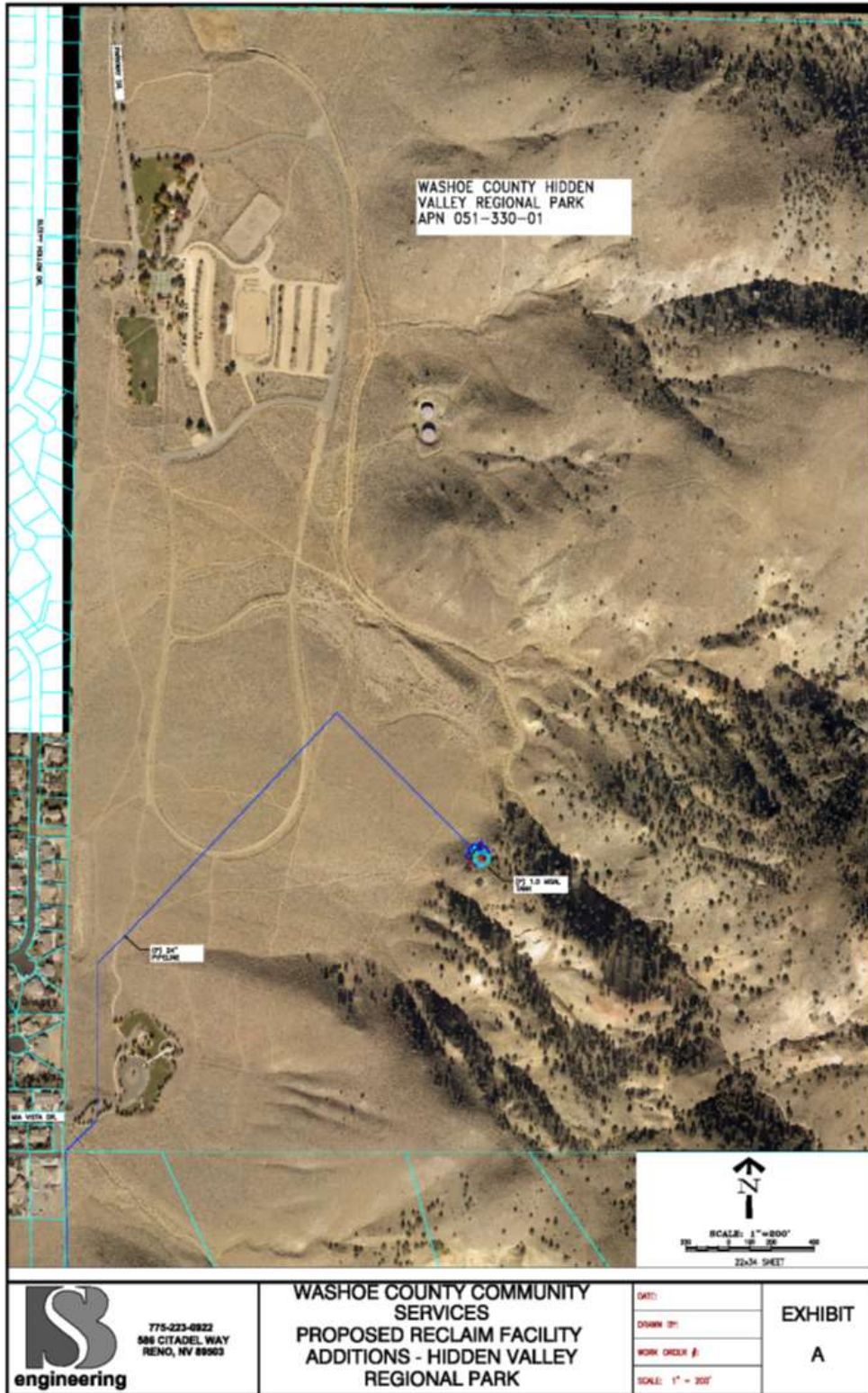
April 29, 1969 – The BCC accepted a R&PP Act patent for a 40-acre portion of Hidden Valley Regional Park.

BACKGROUND

The Washoe County Utility Program intends to construct a water tank at Hidden Valley Regional Park for the distribution of reclaimed water to support the expansion of the South Truckee Meadows Water Reclamation Facility (STMWRF). Appropriate permitting has been obtained by Washoe County Utility staff and is ready to be constructed. Construction will consist of a one-million-gallon water tank at Hidden Valley Regional Park, construction of a 15-ft-wide gravel road to provide access to the tank for operations and maintenance purposes and additional project elements would include the installation of $\pm 3,400$ feet of 24-inch pipeline to connect the tank to the STMWRF over Hidden Valley Regional Park and private property owned by Sunny Hills Ranchos (APN 016-840-11).

In January 2022, Washoe County Utility staff obtained a non-exclusive license and usage agreement from Sunny Hills Ranchos to enter their private property (APN 016-840-11) to begin geotechnical and survey work for the water tank and associated infrastructure design. During this time, Washoe County Utility staff-initiated discussions with Sunny Hills Ranchos to obtain a permanent Facilities Easement for the 24-inch pipeline that would impact the west portion of Sunny Hills Ranchos property, APN 016-840-11 as shown below in Graphic A.

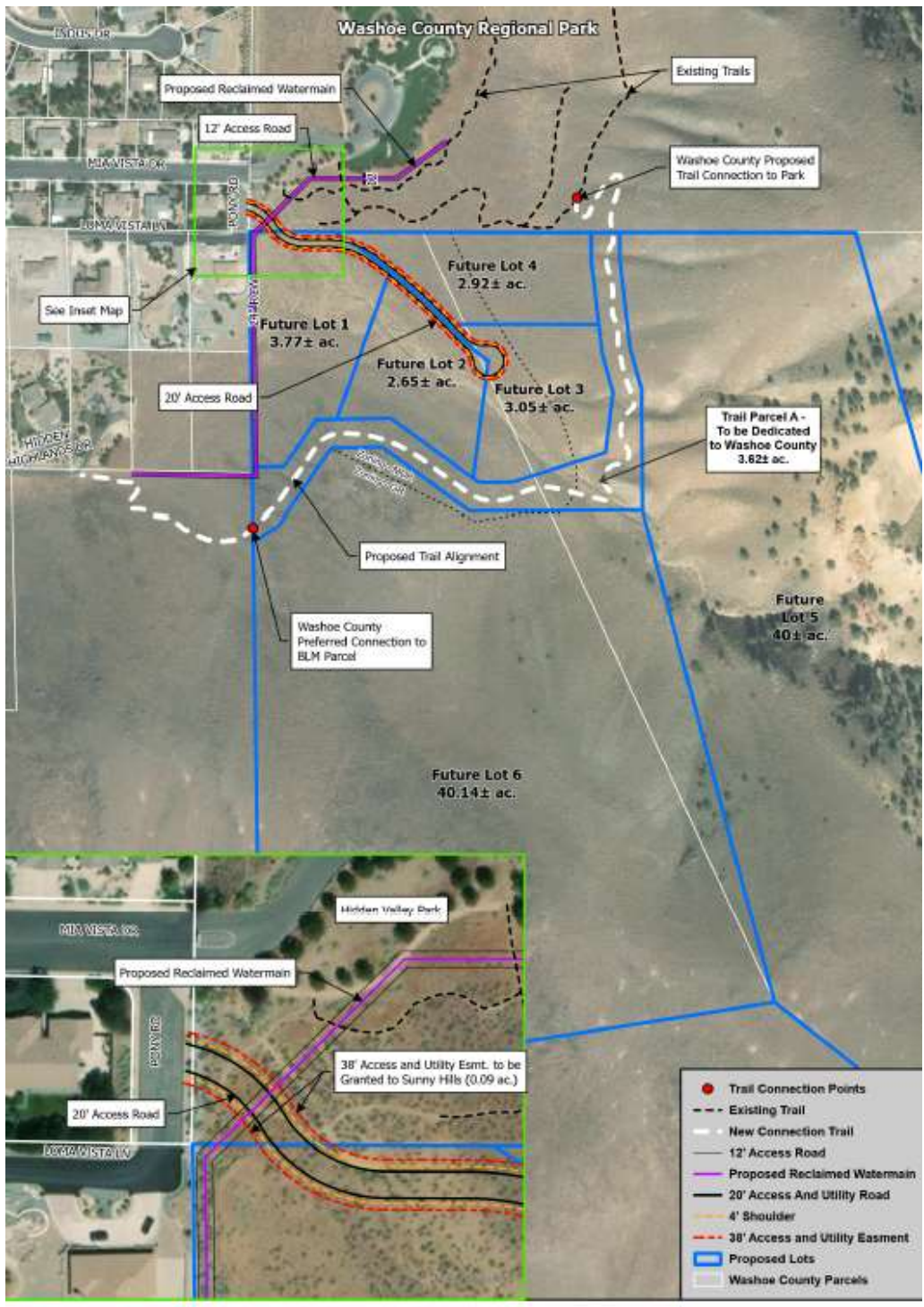
Graphic A



Sunny Hills is willing to provide the Facility Easement to Washoe County in exchange for efforts to obtain legal access to their parcel through Hidden Valley Regional Park adjacent to Mia Vista Drive with Washoe County Park Commission and Board of County Commissioners, NV State Parks and the Bureau of Land Management as Hidden Valley Regional Park is deed restricted. Washoe County holds Recreation & Public Purposes (R&PP) Act patents for Hidden Valley Regional Park. These patents were secured in the late 1960s. Any park development requires review and approval by the Bureau of Land Management to ensure that the development is consistent with the R&PP legislation. The park is also LWCF restricted and the access easement that Sunny Hills Ranchos would like to acquire over Hidden Valley Regional Park requires review and approval by National State Parks.

If approved, this Easement Exchange Agreement would support the STMWRF expansion that will provide community wide benefits but also a number of park benefits, including a conversion of the existing potable water irrigation system to a reclaimed water irrigation system, a future proposed irrigated fenced dog park, and a wetlands trail area. Additionally, Sunny Hills Ranchos has offered to dedicate a Trail Parcel to Washoe County as part of the LWCF land conversion that would connect Hidden Valley Regional Park to the adjacent BLM parcels to the west of property owned by Sunny Hills Ranchos (see Graphic B). This proposed trail connection is supported by the 2022 Hidden Valley Regional Park Master Plan by creating new trail connections from the park to adjacent public lands. Moreover, the approval of this Easement Exchange Agreement would support the future proposed Virginia Range Trail Corridor Plan design overseen by Truckee Meadows Parks Foundation that was approved and funded by City of Reno Council in November 2023. The \$50,000 of funding pledged by City of Reno for the Virginia Range Trail Corridor Plan aims to preserve wildlife habitat and support recreation within this area as it anticipates future trail connection needs from Hidden Valley Regional Park trail system south to Geiger Grade.

Graphic B



**SUNNY HILLS / HIDDEN VALLEY PARK
 TRAIL PARCEL AND EASEMENT EXCHANGE**
 SUNNY HILLS
 WASHOE COUNTY, NV
 FEBRUARY 2024

0 100 200 400
 Feet

WOOD RODGERS

Park Benefits

Construction of the water tank and pipeline would allow for the conversion of the park's existing potable water irrigation system to a reclaimed water irrigation system. Potable water would be maintained for drinking fountains, but any landscaping could utilize reclaimed water. Additionally, this less expensive, sustainable water source would allow for the installation of further landscaping improvements and other park amenities. The potable water rights currently in use at the park could also be utilized for other purposes. This new water source would ultimately allow for additional landscaping and other potential amenities and would also allow for a portion of the potable water currently in use at the park to be utilized for other municipal purposes.

The proposed Trail Access Parcel to be dedicated to Washoe County is supported by the 2022 Hidden Valley Regional Park Master Plan by creating new trail connections from the park to adjacent public lands. Similarly, the Virginia Range Trail Corridor Plan anticipates trail alignment needs from Hidden Valley Regional Park connecting south to Geiger Grade. The proposed trail parcel would serve as a future trail alignment connection from the park to adjacent BLM parcels.

Next Steps

Should the Park Commission support the Easement Exchange Agreement proposal, the next step is for Sunny Hills Ranchos to submit a complete Parkland Easement Application that would be reviewed by the Open Space and Park Commission at a future meeting. Should the outcome of that review be favorable, the proposal would need to be reviewed and approved by the National Parks Service via NV State Parks for the LWCF Land Conversion and reviewed and approved by the Bureau of Land Management through their Third-Party Use Policy or reversionary interest purchase process. After National Park Service and BLM approval for the access easement is obtained, Washoe County through the Board of County Commissioner review and approval can issue an access easement over Hidden Valley Regional Park to Sunny Hill Ranchos.

FISCAL IMPACT

Costs associated with the Easement Exchange Agreement and anticipated next steps will be the responsibility of Sunny Hills Ranchos.

RECOMMENDATION

It is recommended that the Park Commissioners recommend that the Board of County Commissioners approve an Easement Exchange Agreement with Sunny Hills LLC over Hidden Valley Regional Park Assessor's Parcel Number (APN) 051-330-01; to provide access to Sunny Hills Ranchos property Assessor's Parcel Number (APN) 016-840-11, 016-840-12, 016-840-13 and 016-840-14 in exchange for a Facilities Easement to Washoe County that supports the construction of a water tank and associated infrastructure at Hidden Valley Regional Park for the storage and distribution of treated effluent water from the South Truckee Meadows Water Reclamation Facility and; direct staff to apply for an NV State Park LWCF land conversion and Bureau of Land Management Reversionary Interest application for the proposed access parcel.

POSSIBLE MOTION

Should the Commissioners agree with staff's recommendation, a possible motion would be: "Move to recommend that the Board of County Commissioners approve an Easement Exchange Agreement with Sunny Hills LLC over Hidden Valley Regional Park Assessor's Parcel Number (APN) 051-330-01; to provide access to Sunny Hills Ranchos property Assessor's Parcel Number (APN) 016-840-11, 016-840-12, 016-840-13 and 016-840-14 in exchange for a Facilities Easement to Washoe County that supports the construction of a water tank and associated infrastructure at Hidden Valley Regional Park for the storage and distribution of treated effluent water from the South Truckee Meadows Water Reclamation Facility and; direct staff to apply for an NV State Park LWCF land conversion and Bureau of Land Management Reversionary Interest application for the proposed access parcel."

EASEMENT EXCHANGE AGREEMENT

THIS EASEMENT EXCHANGE AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 202___ (the “Effective Date”), by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“County”), and SUNNY HILLS RANCHOS, a Nevada corporation (“Sunny Hills”), having a business address located at 4001 Via Oro Ave., Suite 210, Long Beach, California, 90810. Sunny Hills and the County may be herein referred to individually as “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, Sunny Hills is the owner of certain real property located on Washoe County Assessor’s Parcel Numbers (“APNs”) 016-840-11 and 016-840-12 (collectively, the “Sunny Hills Property”); and

B. WHEREAS, the County approached Sunny Hills to request a 24-foot permanent, non-exclusive, underground reclaim facilities easement and temporary construction easement (“Facilities Easement”) within Sunny Hills Property; and

C. WHEREAS, Sunny Hills requested a 38-foot (approximately 0.09 acres) permanent access easement for road and utilities to Sunny Hills Property (“Access Easement”) through County property APN 051-330-01 (“County Property”) for access to Sunny Hills Property in exchange for granting the requested Facilities Easement; and

D. WHEREAS, Sunny Hills, on or around January 28, 2022, granted the County a non-exclusive license and usage agreement for the County to perform geotechnical and survey on the Sunny Hills Property; and

E. WHEREAS, the County Property is operated, maintained and administered by the Washoe County CSD Regional Parks and Open Space Division (“County Parks”) and the County Property was granted to the County through a patented land grant by the Bureau of Land Management (“BLM”) (Patent Numbers 27-67-0018, 27-68-0279 & 27-69-0147); and

F. WHEREAS, the County Property is subject to various restrictions that require county-level approval in addition to state and federal approvals prior to granting another party an interest in the County Property; and

G. WHEREAS, the County has requested that Sunny Hills provide a Facilities Easement, and certain property (approximately 3.62 acres) for the expansion of the Hidden Valley Regional Parks trail system (“Trail Access Parcel”) on the Sunny Hills Property, and Sunny Hills has agreed to dedicate such Trail Access Parcel to the County pursuant to the terms and provisions set forth in this Agreement, including the County applying for and diligently pursuing any and all required federal and state approvals for granting the Access Easement through the County Property for access to Sunny Hills Property in exchange for Sunny Hills granting the County the Facilities

Easement and dedicating the Trail Access Parcel, as shown on **Exhibit “A”** attached hereto (“Trail Access Parcel and Easement Exchange Map”).

H. WHEREAS, Sunny Hills shall submit an updated Parkland Easement Application (“Easement Application”) for the Access Easement which should include the Trail Access Parcel for dedication from the Sunny Hills Property pursuant to the County’s Parkland Easement and Policy Procedures. If the Easement Application is approved by the Open Space and Regional Parks Commission and Board of County Commissioners, Sunny Hills agrees to comply with conditions identified in the Easement Application and recommendations of approval provided by Commissioners in exchange for the County’s diligent and good faith effort to obtain the right to grant the Access Easement from state and federal agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are deemed by the Parties to be true and correct and are incorporated herein by this reference to be binding upon the Parties the same as if set forth in full in this paragraph.

2. Sunny Hills Agreements and Obligations. Pursuant to this Agreement, and in exchange for the obligations of the County under this Agreement, Sunny Hills agrees to execute and record the Facilities Easement in the form attached hereto as **Exhibit “B”** (“Easement Form”) subject to the following:

2.1 The County shall commence the process to grant the Access Easement through the County’s Parkland Easement Policy and Procedures. This Agreement does not constitute the granting of the proposed Access Easement. Sunny Hills shall submit the Easement Application pursuant to County’s Parkland Easement Policy within 30 days of this Agreement. Sunny Hills will pay any fees associated with the Easement Application and, if applicable, fees and costs associated with the granting of the Access Easement.

2.2 The County shall submit a request to NV State Parks to begin the Conversion process and will consult with NV State Parks to determine the required supporting documentation needed to submit the Conversion Application and the anticipated timelines for approval. Sunny Hills shall be responsible to provide all required supporting documents for the LWCF Conversion Application as determined by NV State Parks. Sunny Hills shall also pay any costs or fees associated with the LWCF Conversion Application including but not limited to, cost of all surveys, reports, appraisals, state and federal staff time charged for processing the Conversion Application, maps, and other required documents. Sunny Hills shall offer the Trail Access Parcel for dedication to the County as the replacement property for the LWCF Conversion, and shall pay any

associated costs or fees, including but not limited to appraisals and document recording fees.

2.3 Sunny Hills shall be responsible for any costs or fees associated with resolving the reversionary interest purchase under the BLM R&PP land patent, including but not limited to, paying the fair market value amount required for the County to acquire the land, appraisals, document recording fees, surveys and reports required for the BLM to issue a decision under the National Environmental Policy Act (“NEPA”), and federal staff time for NEPA review. The County will first pursue granting the access easement following the “Third Party Uses” Policy provided by the BLM. If BLM does not approve granting the access easement under the Third Party Uses Policy, Washoe County will submit a request to the BLM to start the reversionary interest process.

2.4 Sunny Hills shall grant the Facilities Easement, as shown on Easement Map, and in the form attached as Exhibit B (“Easement Form”), to the County for the purpose of constructing and maintaining a water reclaim facility after the execution of this Easement Exchange Agreement.

2.5 Sunny Hills shall submit all required zoning and parcel map applications for approval to create Future Lot 1, 2, 3, and 4 and the Trail Access Parcel, as shown on the Trail Parcel Easement and Exchange Map. Sunny Hills shall dedicate the Trail Access Parcel to the County at the time of parcel map submittal for the purpose of the expansion of the Hidden Valley Regional Parks trail system. Dedication of the Trail Access Parcel shall occur at the appropriate time determined by NV State Parks to satisfy the replacement land requirement as part of the LWCF Conversion.

2.6 Sunny Hills shall make a good faith effort to cooperate with the County, as necessary, throughout the LWCF Conversion and BLM Third Party Uses Policy and/or reversionary interest purchase processes.

3. County Agreements and Obligations. Pursuant to this Agreement, and in exchange for the obligations of Sunny Hills under this Agreement, the County agrees to the following:

3.1 The County shall work with the appropriate government agencies and begin the LWCF Conversion process that if approved would allow the Access Easement to be granted. The County shall submit a request to NV State Parks to begin the Conversion process and will consult with NV State Parks to determine the required supporting documentation needed to submit the Conversion Application and the anticipated timelines for approval. The County will communicate anticipated timelines and supporting documentation needs to Sunny Hill. Sunny Hills shall be responsible for providing all supporting documents required for the LWCF Conversion Application and the costs associated with preparing those documents.

3.2 Upon receiving Sunny Hills' draft supporting documents for the Conversion Application, the County shall expeditiously provide a final draft of the completed Conversion Application to Sunny Hills for review prior to Nevada State Parks submitting the Conversion Application to National Parks Service.

3.3 The R&PP land patent granted by the BLM requires that the County first get approval from BLM to issue the Access Easement. The BLM approval can either be granted through the Third Party Uses Policy or by purchasing the area from the United States Government for fair market value. The County will submit a request to the BLM to grant the Access Easement under the Third Party Uses Policy. If BLM does not approve granting the access easement under the Third Party Uses Policy, Washoe County will submit a request to the BLM to start the reversionary interest process. This process requires an approved appraisal from the Department of the Interior. Sunny Hills shall be responsible for all costs associated with resolving this including the appraisal, land purchase price, and other required documents.

3.4 In recognition of the benefit conferred upon the County with the Facilities Easement granted by Sunny Hills, Parks staff agrees to support and recommend for approval all applications related to this Agreement, including the Easement Application.

3.5 The County shall proceed expeditiously and in good faith to obtain any and all federal and/or state approval(s) required to complete the LWCF Conversion and BLM reversionary interest purchase to allow the Access Easement to be granted to Sunny Hills.

4. Acknowledgements. The Parties acknowledge and agree that:

4.1 Even if the Washoe County Open Space and Regional Parks Commission recommends approval of the Access Easement, the LWCF Conversion and BLM approval must be completed before the Access Easement can go to the Washoe County Board of County Commissioners for approval. Parks staff cannot guarantee the approval of the Access Easement by the Washoe County Open Space and Regional Parks Commission or by the Washoe County Board of County Commissioners.

4.2 The County cannot guarantee that the LWCF Conversion will be approved by NV State Parks or the National Park Service. The County cannot guarantee that the BLM will approve granting the easement under the Third Party Uses Policy or complete the reversionary interest purchase to transfer ownership to the County.

5. Notice. Any and all notices, demands and communications between the County and Sunny Hills must be in writing and may be delivered by hand, electronic mail, to the electronic

mail address most recently provided to such party, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to County: Dwayne Smith
 c/o Washoe County Community Services Department
 1001 E. 9th Street
 Reno, NV 89512
 Email: DESmith@washoecounty.gov

If to Sunny Hills: Jeffrey L. Pierson
 4001 Via Oro Ave., Suite 210
 Long Beach, CA 90810
 Email: jpierson@intexcorp.com

Doug Ford
4001 Via Oro Ave., Suite 210
Long Beach, CA 90810
Email: dford@intexcorp.com

with a copy to: Lewis Roca Rothgerber Christie LLP
 One East Liberty Street, Suite 300
 Reno, NV 89501
 Attention: Garrett D. Gordon, Esq.
 Fax: 775.321.5569
 Email: ggordon@lewisroca.com

Or to such other addresses as any party may designate by notice in accordance with this Section. Notice shall be deemed effective upon hand delivery or receipt of electronic mail, or three days after deposit with US mail postage prepaid and return receipt requested.

6. Governing Law. The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.
7. Venue. The Parties hereby consent that venue of any action brought under this Agreement shall be in Washoe County, Nevada or the federal courts for and in the State of Nevada.
8. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
9. Costs. Except as otherwise provided in this Agreement, including Sunny Hills's responsibility for costs associated with the LWCF conversion and BLM reversionary interest, in recognition of the mutual benefits of the exchange of easements between the Parties, each Party agrees to bear their own costs and fees of whatever kind or nature, which are required to perform

the duties, including, without limitation, fees associated with applications completed by the County or attorney's costs and fees.

10. Amendments. This Agreement may be amended or modified only by written instrument executed by both the Parties to this Agreement.

11. Assignment. This Agreement and all rights and obligations hereunder may not be assigned without the written consent of the other party.

12. Attorneys' Fees. In the event suit is brought or an attorney is retained by any Party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder or any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, and other related expenses incurred in connection therewith.

13. Rule of Construction. The Parties acknowledge that each party and its counsel has reviewed and revised this Agreement, and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

14. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

15. Time of Essence. Time is hereby declared to be of the essence for the performance of all obligations under this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

17. Entire Agreement. With respect to the matters addressed herein (including the recitals and exhibits hereto), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties.

18. Headings. The captions and paragraph headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

19. Authority. Each party represents and warrants that the individual executing this Agreement on its behalf has the requisite authority to bind such party to this Agreement.

[signatures appear on following page]

DRAFT

IN WITNESS WHEREOF, this Agreement is hereby executed as of the Effective Date.

SUNNY HILLS:

Sunny Hills Ranchos, a Nevada corporation

By: Unitex Management Corp., a California corporation, Its Authorized Agent

By: _____
Doug Ford, Vice President

Date: _____

By: _____
Jeff Pierson, Vice President

Date: _____

COUNTY:

Washoe County,
a political subdivision of the State of Nevada

By: _____
Chair
Washoe County Commission

Date: _____

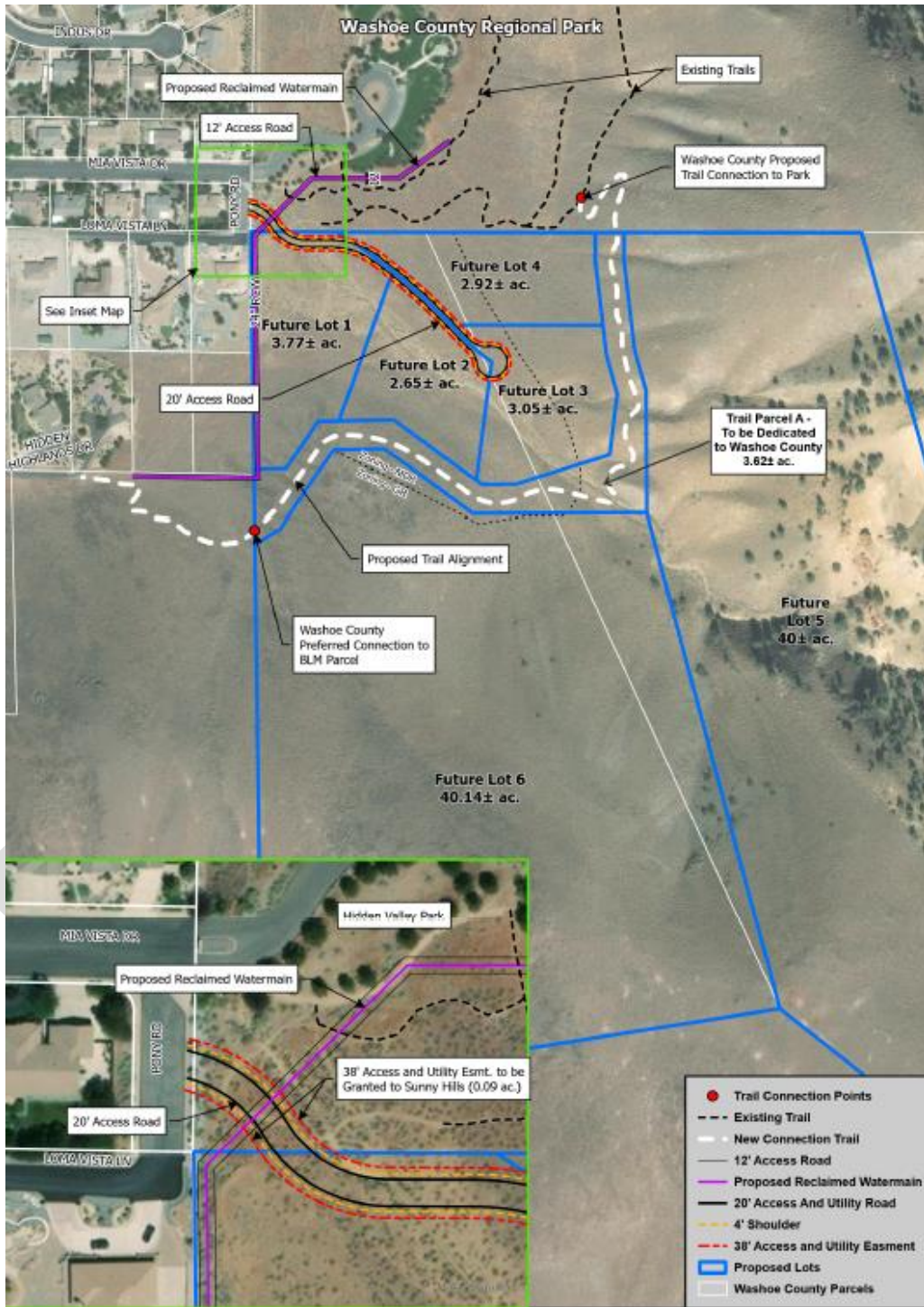
Attest:

By: _____
County Clerk

Date: _____

EXHIBIT "A"

TRAIL ACCESS PARCEL AND EASEMENT EXCHANGE MAP



**SUNNY HILLS / HIDDEN VALLEY PARK
TRAIL PARCEL AND EASEMENT EXCHANGE**
SUNNY HILLS
WASHOE COUNTY, NV
FEBRUARY 2024

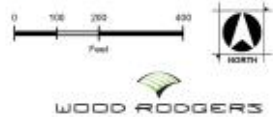


Exhibit B

APN: 016-840-11

When recorded, mail to:

Grantee at:

Washoe County Community Services Department
1001 East Ninth Street
Reno, Nevada 89520

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

EASEMENT DEED

GRANT RECLAIM FACILITIES EASEMENT

This Grant Reclaim Facilities Easement (“Grant of Easement”) is dated _____, 2024, and is between Sunny Hills Ranchos (“Grantor”), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada (“Grantee”).

In exchange for \$1.00, Grantor hereby grants to Grantee and its successors and assigns a permanent, non-exclusive Reclaim Facilities easement and right of way for ingress and egress to construct, alter, maintain, inspect, repair, reconstruct, and operate sanitary sewer and reclaimed facilities. Reclaimed Facilities easement and right of way includes the appropriate mains, manholes, markers, conduits, pipes, fixtures, and any other facilities, improvements, or appurtenances Grantee deems necessary or convenient to provide public sanitary sewer and reclaimed service (“**Reclaim Facilities**”) over, across, upon, under, and through that portion of the Grantor’s property more fully described and shown on **Exhibit A** to this Easement Deed (the “**Easement Property**”). This Grant of Easement also includes the right of Grantee to remove trees, bushes, undergrowth, and other obstructions that interfere with the location, construction, reconstruction, operation, maintenance, alteration, and repair of the Sanitary Sewer and Reclaim Facilities.

This Grant of Easement is granted and accepted upon the following warranties, representations, terms and conditions:

1. Purpose of Easements. The purpose of this Grant of Easement is to permit Grantee to construct, reconstruct, alter, repair, operate, and maintain the reclaimed facilities located in the Easement Property to provide public sanitary sewer and reclaimed service. This Grant of Easement is an easement in gross and shall burden and run with the land described on Exhibit A and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to the terms and conditions hereof.

1.1.

2. Warranties, reservations and obligations of Grantor. Grantor states the following:

a. Title to Grantor's Property. Grantor holds title to Grantor's property and the Easement Property by grant, bargain, and sale deed. There are no prior encumbrances, liens, restrictions, covenants, or conditions applicable to the Easement Property that will frustrate or make impossible the purposes of the Grant of Easement. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to the Grant of Easement.

b. Authority. The person(s) signing this Easement Deed and other instruments required hereunder on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor.

c. Defects. Grantor has no knowledge of any defects or conditions of the Easement Property or Grantor's property that would impair Grantee's ability to enjoy the use and purpose of this Grant of Easement.

d. Further Encumbrances. Grantor will not grant any deeds of trust, liens, easements, licenses, or other encumbrances on the Easement Property or Grantor's property that would impair Grantee's ability to enjoy the use of this Grant of Easement.

e. Legal Access. Legal and sufficient access to this Grant of Easement exists through either the access easement granted hereunder, another easement transferred to Grantee, or from a public road.

f. Prescriptive Easement. Grantor is not aware of any conditions or circumstances that could give rise to a right of prescriptive easement or use on Grantor's property or the Easement Property.

g. Contracts or Leases. There are no leases, rental contracts, billboard contracts, employment contracts, management, maintenance, services, or supplies that affect any portion of the Easement Property or right of way.

h. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Property and the Easement Property is not subject to any foreclosure or deed in lieu or foreclosure.

3. Indemnification. Subject to the limitations in NRS Chapter 41, Grantee shall indemnify and hold harmless Grantor from and against all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising from or related to Grantee's, or its employees, agents, or contractors' negligent construction, reconstruction, operation, maintenance, alteration, or repair of the sanitary sewer and reclaimed facilities located on and within the Easement Property. The foregoing indemnity shall apply to the release of Hazardous Materials brought onto the site by Grantee, its employees, contractors, or invitees and the negligent disturbance of Hazardous Materials by Grantee, its employees, contractors, or invitees. The term "**Hazardous Materials**" means any substance or material that has been, or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule, or judicial decision, to constitute a hazardous or toxic waste, substance, or material, including petroleum products or asbestos.

4. Compliance with Applicable Laws. Grantee will conduct all activities on and within the Easement Property in full and complete compliance with all local, state, and federal laws, statutes, rules, and regulations. Without limiting the generality of the foregoing, Grantee shall be solely responsible for obtaining, at its sole cost and expense, all permits, consents, and

A.P.N: 016-840-11

After Recordation Return To:

Washoe County Community Services Department
1001 East Ninth Street
Reno, Nevada 89520

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This grant of a temporary construction easement is dated _____, 2021, and is between Sunny Hills Ranchos (“**Grantor**”) and WASHOE COUNTY, a governmental subdivision of the State of Nevada (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, being Assessor's Parcel No. 016-840-11 (“**Grantor’s Property**”); and

WHEREAS, Grantor desires to grant a non-exclusive, temporary construction easement to Grantee and its successors and assigns over a portion of the Grantor’s Property for the purposes and on the terms and conditions set forth herein.

NOW THEREFORE, GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a temporary and non-exclusive easement and right-of-way for ingress and egress for the purpose of constructing reclaimed water main facilities (“**Temporary Construction Easement**”) over, across, upon, under, and through that portion of the Grantor Property more fully described in Exhibit”A (“**Easement Property**”) attached hereto and made a part hereof.

2. Access. Grantee shall have the right-of-way for ingress and egress to the Easement Property and for the purposes set forth above, including without limitation constructing the permanent reclaimed facilities. Grantee shall not traverse, trespass on or disturb other portions of the Grantor’s Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulations and laws while entering over, across, upon, under, and through that portion of the Grantor’s Property for ingress and egress and for the purposes of constructing sanitary sewer and reclaimed facilities. Grantee shall replace any landscaping and relocate utilities impacted on the Easement

Property or Grantor's Property as part of such activities. Except in the event of an emergency, the access to, closure of, or all activities conducted on the Easement Property or Grantor's Property shall be scheduled and coordinated with Grantor at least three (3) days prior to commencement.

3. Description of Temporary Construction Easement. The Temporary Construction Easement shall permit Grantee and its successors, assigns, agents, contractors, employees, licensees and invitees to utilize the Easement Property for ingress and egress, and construction of reclaimed facilities. Grantor and Grantee agree that the term of use of said Temporary Construction Easement shall be One Hundred and Eight days (180) after the scheduled coordination has been obtained at which time the Temporary Construction Easement shall automatically terminate. Subject to the agreed upon construction of reclaimed water main, Grantee, its successors, assigns, contractors, licensees, invitees and agents shall have, for the duration of this Temporary Construction Easement, ingress and egress to the Easement Property.

4. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns Grantor's Property and there are no prior encumbrances, liens, restrictions, covenants or conditions running with the Grantor's Property which will frustrate or make impossible Grantee's enjoyment of the Easement Property. The person signing this Easement and other instruments required under this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantor further makes no warranty or representation that any material existing on Grantor's Property will be fit for Grantee's intended use or purpose.

5. Indemnification. Subject to the limitations in NRS Chapter 41, for the duration of this Temporary Construction Easement, each party shall indemnify the other party with respect to any proceeding brought against the other party by someone other than Grantor or Grantee, arising out of this Grant of sanitary sewer and reclaimed water main temporary easement or Grantee's use of the Easement Property to construct sanitary sewer and reclaimed facilities. The indemnifying party will indemnify the other party against any loss, damage, or injury, arising out of that proceeding, except to the extent that the other party negligently or intentionally caused the loss, damage, or injury.

6. Restoration. Grantee agrees to restore the Easement Property and, if impacted, Grantor's Property to their original condition or to the extent reasonably possible upon completion of the activities described herein and termination of this Temporary Construction Easement. Grantee's obligation hereunder to restore the Easement Property and, if impacted, the Grantor's Property shall include, without limitation, the removal of any and all debris, equipment, structures, fixtures, supplies, materials and other items necessary and incidental to the access and performance of those agreed upon activities.

7. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages and costs incurred by the injured party as a result of either party's breach of any covenant set forth herein.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT and the terms contained herein shall run with the land and become and be a burden on Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

<p>GRANTOR:</p> <p>Sunny Hills Ranchos</p> <p>By: _____</p> <p>Its: _____</p>	<p>GRANTEE:</p> <p>Washoe County</p> <p>By: _____</p> <p>Dwayne Smith Director Capital Projects and Engineering Community Services Department</p>
--	--

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Agreement was acknowledged before me this ____ day of _____
2024, by Dwayne E. Smith, as Community Services Department on behalf of said
entity, as therein named.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Agreement was acknowledged before me this ____ day of _____
2024, by _____, as _____ of the Sunny Hills Ranchos,
on behalf of said entity, as therein named.

Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION
50' TEMPORARY CONSTRUCTION EASEMENT
WITHIN A PORTION OF APN 016-840-11
SUNNY HILLS RANCHOS**

An easement, fifty (50.00) feet in width located within Lot 11 of Division of Land Map 44, File Number 601870, Official Records of Washoe County, Nevada, situate within the Northwest Quarter of Section 35, Township 19 North, Range 20 East, MDM, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 11 also being the Northwest corner of said Section 35;
thence along the North boundary of said Lot 11 also being along the North boundary of said Section 35 North 89°59'49" East a distance of 50.01 feet;
thence departing said North boundaries and along a line 50.00 feet easterly of and parallel with the West boundaries of said Lot 11 and said Section 35 South 00°53'57" East a distance of 705.91 feet;
thence departing said parallel line South 89°06'03" West a distance of 50.00 feet to a point on the West boundary of said lot 11 also being a point on the West boundary of said Section 35;
thence along said West boundaries North 00°53'57" West a distance of 706.69 feet to the Point of Beginning.

Said parcel contains an area of approximately 35,315 square feet.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94).

Description Prepared By:
Ryan G. Cook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave.
Reno, NV 89523



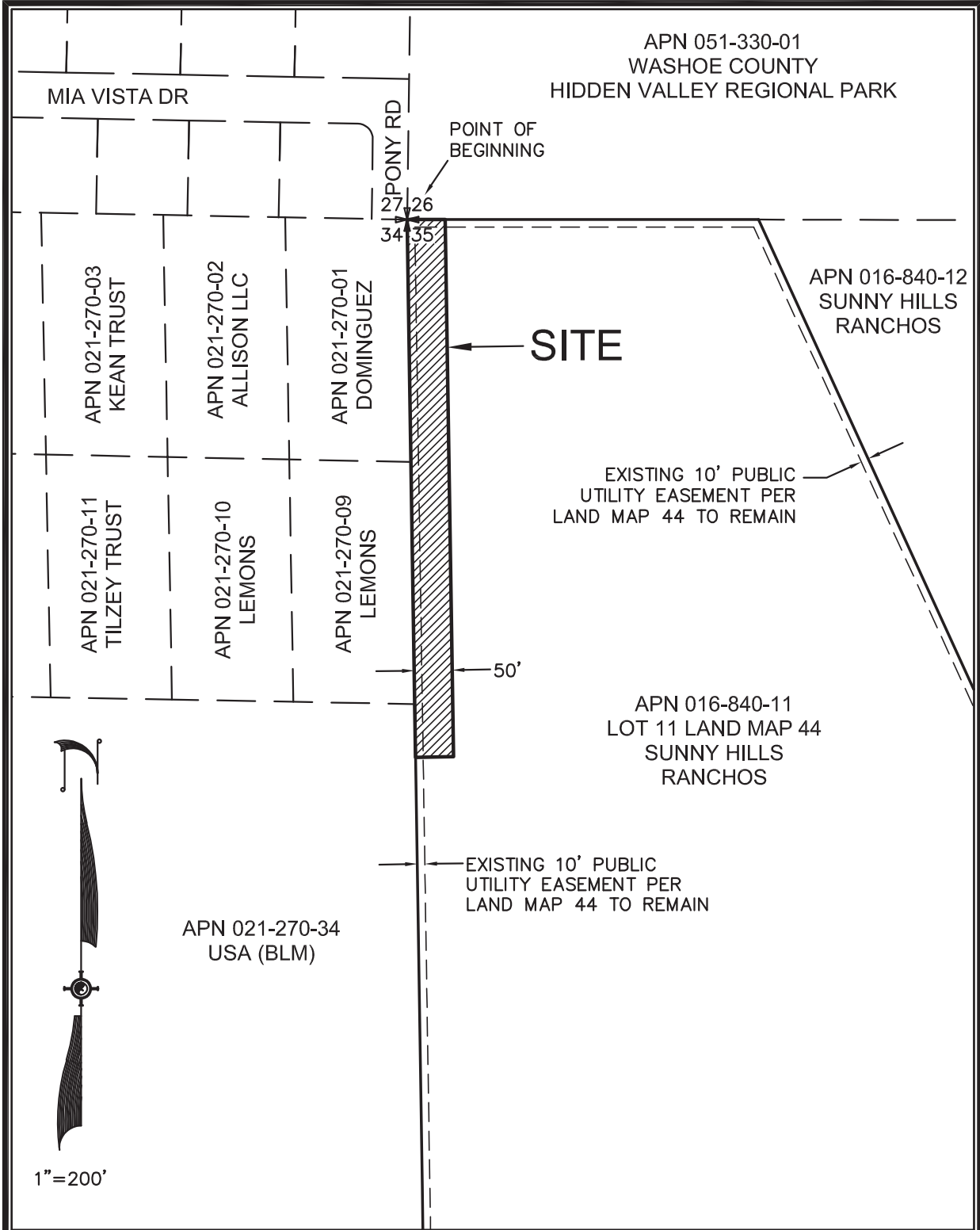


EXHIBIT "B"
DISPLAY TO ACCOMPANY
LEGAL DESCRIPTION

SCALE 1"=200'
 SUNNY HILLS RANCHOS
 50' TEMP. CONST. EASE.



SHEET
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