

A.P.N: N/A

After Recordation Return To:

Sparks City Clerk
P.O. Box 857
Sparks, Nevada 89432

**AC-5590
E-880**

**GRANT OF EASEMENT FOR
WATER TRANSMISSION FACILITIES**

THIS INDENTURE, made and entered into this _____ day of _____, 2019, by and between, THE CITY OF SPARKS, a municipal corporation of the State of Nevada (hereinafter referred to as "Grantor"), and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (hereinafter referred to as "Grantee").

WHEREAS, the parties to this Agreement entered into an Agreement for Right of Ways on the 12th day of April 2004 as Amended on August 10, 2009, whereby Grantor gave to Grantee certain Easements for the installation and maintenance of water lines;

WHEREAS, the Easements were recorded on October 20, 2009 with Office of the Washoe County Recorder, as Document No. 3813249; and

WHEREAS, this Easement is being recorded to update Exhibits A and B to include the new mains that have been installed since October 20, 2009.

W I T N E S S E T H:

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 grant to Grantee, its successors, assigns and agents, a permanent and non-exclusive easement in certain roadways of the City of Sparks, more particularly described in Exhibits A and B attached hereto (the "Easement Property") to construct, alter, maintain, inspect, repair, reconstruct, and operate water transmission facilities with pipes and mains 24" or larger in diameter that serve the City of Sparks and for such smaller mains as Grantee reasonably identifies and Grantor agrees to the identification as mains of critical importance, together with necessary or convenient appurtenances connected therewith (collectively "Utility Facilities"), across, upon, over, under and through certain public roadways situate in the City of Sparks, County of Washoe, State of Nevada.

IT IS FURTHER AGREED:

1. Grantee, its successors, assigns and agents, shall have at all times the right of ingress from the Easement Property for the herein stated purpose.

2. Except for damages proximately caused by or attributable to the negligence or willful misconduct of Grantor or Grantor's agents, Grantee shall be responsible for any damage to personal property, improvements or public roadways, suffered by Grantor or other users of said public roadways, by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Except for damages proximately caused by or attributable to the negligence or willful misconduct of Grantor or Grantor's agents, Grantee shall at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

4. Grantor shall not permit any activity to occur within the Easement Property which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said Easement Property.

5. Grantee shall have the right, without payment or compensation to Grantor, to remove or clear any and all obstructions from said Easement Property, which in the reasonable judgment of Grantee may interfere with or endanger the construction, altering, maintaining, inspecting, repairing, reconstructing and operation of said Utility Facilities.

6. Grantee shall bear the expense of any and all relocation costs resulting from grade changes or road modifications.

7. Grantor agrees to reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein. Other, or additional easements to be granted by Grantor over the same Easement Property, or portion thereof, will be granted subject to the terms and conditions of this grant of easement.

THIS GRANT is binding upon and shall inure to the benefit of the parties to this Grant and their respective successors and assigns.

TO HAVE AND TO HOLD all and singular the herein described Easement Property, granted together with the appurtenances, unto said Grantee, its successors, assigns and agents forever.

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

THE CITY OF SPARKS

TRUCKEE MEADOWS WATER AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF NEVADA)
COUNTY OF WASHOE)

) ss. Acknowledgment in representative capacity (NRS 240.1665)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of THE CITY OF SPARKS, on behalf of said municipal corporation.

Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE)

) ss. Acknowledgment in representative capacity (NRS 240.1665)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of TRUCKEE MEADOWS WATER AUTHORITY, on behalf of said Joint Powers Authority.

Notary Public