

APN: 034-392-01

Mail Tax Statement to  
Grantor at Address below  
Estes Terminals LLC  
Attn: Real Estate Dept.  
3901 W. Broad St.  
Richmond, VA 23230

When recorded, return  
Document to:  
CITY OF SPARKS  
Attn: City Clerk  
431 Prater Way  
Sparks, NV 8931

GRANT OF EASEMENT  
For  
STORM DRAIN PIPELINE

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of SEPTEMBER, 2016, by and between, ESTES TERMINALS, LLC (collectively "GRANTOR") and CITY OF SPARKS a municipal corporation, (hereinafter referred to as "CITY").

**1. Grant:**

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by CITY, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITY its successors, assigns and agents, a Permanent and non-exclusive Easement and right-of-way (the Easement Area) to access (including ingress and egress) over, under, and upon the Storm Drain Easement Area as described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, installing, altering, maintaining, repairing, and operating storm drain facilities including, but not limited to, underground or above ground storm drain manholes, junctions, inlets, outlets, channels, culverts, ditches, pumping stations, drainage slopes, dams or other storm drain, and any other convenient appurtenances connected therewith ( collectively "Storm Drain Pipeline Facilities) facilities.

**IT IS FURTHER AGREED:**

1. CITY and any of its officers, employees, or contractors may enter the Storm Drain Area and perform all construction and maintenance work necessary to accomplish all the purposes of establishing, cleaning, improving, expanding and operating storm drainage facilities, even if such requires the removal of trees, shrubs, landscaping, or improvement on the easement area. This grant shall burden and run with the land as described in Exhibit "A", and shall be binding upon and inure

to the benefit of the parties hereto and their respective successors and assigns.

2. CITY, its successors, assigns, and agents, shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

3. CITY, its successors, assigns and agents, will 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 constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

4. GRANTOR shall not erect or construct, nor permit to be erected or constructed any buildings, fences or permanent structures, nor permit any activity which in the reasonable judgment of City is inconsistent with City's use of said easement area, however, parking of equipment, trucks, vehicles, etc. in the easement shall always be permitted. City shall repair or replace all improvements including paving, landscaping and fencing removed or damaged during the construction process at City's expense. Said improvements shall be repaired or replaced with similar quality improvements leaving the use of the site, including parking, unchanged. The function/utility of the building improvements on the site will not be affected by the construction project or the new drainage improvements that will occupy the easement area.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and City.

THIS GRANT OF EASEMENT and the terms contained herein shall binding upon the successor's, and assigns, and agents of GRANTOR and CITY.

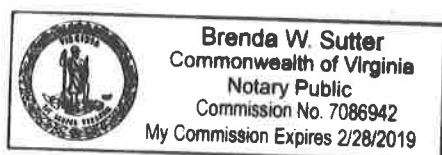
IN WITNESS WHEREOF, GRANTOR has caused these presents duly to be executed the day and year first above written.

Estes Terminals, LLC

By:   
Angela J. Maidment, President

This instrument was acknowledged before me, a Notary Public, on this 12 day of September, 2016, by Estes Terminals, LLC.

  
Notary Signature



**EXHIBIT "A"**  
**Storm Drainage and Permanent Access Easement**  
**LEGAL DESCRIPTION**  
**(APN: 34-392-01)**

A storm drainage easement and permanent access easement over and across a portion of that certain real property as described by Deed Document Number 2919343 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-392-01 situate within the North One-half (1/2) of the Southwest One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

**Commencing** at the Northwestern corner of the aforementioned real property thence along the Westerly line of said real property South 08°21'12" West a distance of 20.50 feet to the **Point of Beginning**; thence departing said Westerly line South 81°38'46" East a distance of 248.72 feet; thence North 81°21'12" East a distance of 20.50 feet to a point on the Northerly line of said real property; thence along said Northerly line South 81°38'46" East a distance of 24.50 feet; thence departing said Northerly line South 08°21'12" West a distance of 20.50 feet; thence South 81°38'46" East a distance of 334.83 feet to a point on the Easterly line of said real property; thence along said Easterly line South 08°21'12" West a distance of 44.50 feet; thence departing said Easterly line North 81°38'46" West a distance of 608.05 feet to a point on the above-mentioned Westerly line; thence along said Westerly line North 08°21'12" East a distance of 44.50 feet more or less to the **True Point of Beginning**.

Containing 27,561 square feet of land more or less.

**TOGETHER WITH A PERMANENT ACCESS EASEMENT.** Being more particularly described as follows:

**Beginning** at the Southeasterly corner of the aforementioned real property thence along the Southerly line of said real property North 83°56'20" West a distance of 32.44 feet; thence departing said line North 11°16'01" East a distance of 168.08 feet; thence North 14°26'45" East a distance of 79.71 feet; thence North 08°21'52" East a distance of 111.72 feet; thence North 28°59'47" West a distance of 51.24 feet; thence North 31°24'18" West a distance of 105.78 feet; thence North 76°55'20" West a distance of 22.65 feet; thence North 61°22'45" West a distance of 34.98 feet to a point on the Southerly line of an existing Storm Drainage Easement per Document Number 2033607 of the Official Records of Washoe County, Nevada; thence along said Southerly Easement line South 81°38'46" East a distance of 169.50 feet to a point on the Easterly line of the above mentioned real property; thence departing said Southerly Easement line and along said Easterly real property line South 08°21'12" West a distance of 493.57 feet more or less to the **True Point of Beginning**.

Containing 17,857 square feet of land more or less.

See Exhibit Map B attached hereto and made a part of this description by reference.

The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
1280 Terminal Way #32  
Reno, Nevada 89502

Gregory A. Bigby, P.L.S. 9102



EXHIBIT "B"

