

When Recorded Return to:

Washoe County Dept. of Water Resources
4930 Energy Way
Reno, NV 89502
Portion APN: _____

EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, Party of the First Part, hereinafter referred to as “Grantor”; and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter referred to as “Grantee”.

WITNESSITH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right of entry for Department of Water Resource facilities upon, over, across and through the land herein described, construct, reconstruct, maintain and repair a said facilities and the further right to remove trees, bushes, undergrowth, concrete, concrete asphalt and other obstructions interfering with the location, construction and maintenance of said facilities.

The easement and right of entry hereby granted is situated in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right of entry, unto the Grantee and unto its successors and assigns forever.

Grantor covenants and agrees for his, her, or their heirs, successors and assigns, to release, and does hereby release, Grantee, its successors and assigns, of and from any and all claims, liability, obligation and responsibilities for any loss, damage or destruction of any kind or character whatsoever, to the property and improvements within the above described easement of Grantor, by reason of or resulting from construction, reconstruction, maintenance, or repair upon, over, across or through the property described herein.

Permission is hereby granted to the County of Washoe, its authorized agents and/or its contractors to enter in and upon said easement described in Exhibit "A" and made a part hereof, for the purpose of constructing, reconstructing, maintaining, or servicing the water facilities on the Grantors property and to accomplish all necessary incidents thereto.

This permission is granted with the understanding that the Grantor agrees to hold harmless and indemnify the Grantee from any loss or liability, financial or otherwise resulting from any removal of concrete, asphalt concrete, landscaping or other obstructions caused by the performance of work under this agreement.

This is a non-exclusive easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted hereunder, Grantor, its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantors and for the benefit of Grantee as described in Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement and Agreement the day and year first above written.

By: _____

Its: _____

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On the _____ day of _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged that she/he executed the above instrument.

NOTARY PUBLIC

Accepted for the County of Washoe,

By: _____
Michael E Gump
County Surveyor