

AGREEMENT, EASEMENT, LEASE,  
OPTION TO LEASE, OPTIONS TO PURCHASE

The Estate grants an easement, leases and options to County, and the Estate and County agree as follows:

1. The parties to this agreement are the Estate of John Shaw Field and Washoe County, a political subdivision of the State of Nevada. Estate means the Estate of John Shaw Field, now pending in Case No. 78-1535, Dept. 5 in the Second Judicial District Court of the State of Nevada, County of Washoe. Estate property (or when the context indicates that "estate" refers to real property) means the parcel of land approximately 543 acres in size, located on Zolezzi Lane, Washoe County, Nevada. "Estate" includes its successors, assignees, agents and employees. "County" includes its successors, assignees, agents and employees.

2. The Estate leases to the County four (4) 0.50 acre well sites, described on attached Exhibit "A" as Parcels A, B, C and D, for a term of twelve (12) years, commencing on the date this agreement is signed by both parties, at an annual lease of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) for each site. This amount shall be adjusted every three (3) years in accordance with the Consumer Price Index (CPI). The Estate grants to the County an option to renew the lease for two (2) additional terms of twelve (12) years each, on the same terms and conditions under which the first term is granted.

The cost of living adjustment shall be effective on January 1st of the third year of the lease and shall be calculated using the CPI for the period July 1 to June 30 of the preceding year. CPI to be used shall be San Francisco based.

In the event any of the half acre well sites are determined to be unsatisfactory for water well sites, the County may choose new well sites, as often as necessary to locate satisfactory sites. Rights and obligations attaching to

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~~EXHIBIT "A"~~

a described site will automatically apply to a new site when it is chosen and identified by the County.

Any water rights appurtenant to the well sites are not conveyed by the lease but are reserved to the Estate and are subject to the option to purchase water rights described in paragraph 6.

3. The Estate leases to the County a 3.5 acre parcel for a booster pump station and water storage tank to be located along Zolezzi Lane in the vicinity of Steamboat Ditch, described on attached Exhibit "A" as Parcel E, for a term of twelve (12) years, commencing on the date of execution of this agreement, at an annual lease of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per acre. This amount shall be adjusted every three (3) years in accordance with the Consumer Price Index. The Estate grants to the County an option to renew the lease for two (2) additional terms of twelve (12) years each on the same terms and conditions under which the first term is granted.

Any water rights appurtenant to the pump station and tank site are not conveyed by the lease but are reserved to the Estate and are subject to the option to purchase water rights described in paragraph 6.

4. The Estate grants to the County:

- a. A twenty (20) foot permanent easement for the purpose of access to and installation, operation and maintenance of a waterline and related facilities;  
along the easterly section line of Section 19, T18N, R.20E., M.D.B. & M. and the northerly property line of the estate property.
- b. A one hundred (100) foot temporary easement for the purpose of constructing the waterline  
along the easterly section line of Section 19, T18N, R.20E., M.D.B. & M. and the northerly property line of the estate property.

Any water rights appurtenant to the easements are not conveyed by the easement but are reserved to the Estate and are subject to the option to purchase water rights described in paragraph 6.

5. The Estate grants the County:

a. An option to purchase a forty acre parcel described on attached Exhibit "A" as Parcel F;

b. An option to lease the forty acre parcel;

c. Options to purchase any or all of the four half acre parcels and the 3.5 acre parcel described above in sections 2 and 3. The option to purchase applies to different half acre parcels which may be chosen under section 2; and

d. An option to purchase all water rights which are now or may hereafter become appurtenant to the estate property.

In exchange for these options the County will pay to the Estate SIX HUNDRED DOLLARS AND NO/100 CENTS (\$600.00) each year. The first annual payment of any amounts due under this document shall be made within 60 days of the signing of this agreement, and each subsequent payment shall be made on each December 15th occurring during each 12 month period following the signing of this agreement.

6. The option to lease the 40 acre parcel may be exercised at any time before or after the estate is settled, and shall be for the same price per acre and other terms applicable to the 3.5 acre parcel.

The options to purchase land may be exercised at the time the Estate is settled or, thereafter at the end of any three (3) year period of lease of the same land. The purchase price shall be determined in accordance with NRS 244.275.

Options to purchase land do not include water rights appurtenant to the land. Purchases of land by the exercise of

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these options shall reserve to the estate any water rights appurtenant to the land purchased. Any water rights so reserved are subject to the option to purchase water rights described in paragraph 6.

The option to purchase water rights shall be exercised at the time the Estate requests from the County a written commitment to provide to the Estate water service to any portion of the estate property. The Estate may limit the exercise of the option to a portion of the water rights. The portion shall be in proportion to the amount of land (to which the rights are appurtenant) for which the commitment to serve is requested. The granting of the written commitment and the providing of water service by the County to the Estate shall be the consideration for the granting of the water rights to the County. The Estate may grant the water rights subject to reversion to the Estate if after granting the commitment the County is unable to obtain necessary permits from the state engineer, is unable to obtain necessary orders from courts having jurisdiction or is otherwise unable to provide service.

7. The written commitment described above will be that the County will serve the Estate property with water available under the water rights conveyed pursuant to the option and using the consumption and use criteria developed by the County pursuant to ordinance. The commitment will be subject to obtaining necessary permits from the state engineer and necessary orders from courts having jurisdiction. In the event that the amount of water actually consumed is less than the amount initially allocated to a project on the Estate property, the County will reserve that amount for future use on the estate property.

8. Except for options to purchase land, which cannot be exercised before the Estate closes, options may be exercised within 60 days before or within 60 days after any time speci-

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fied for the exercise of the option. Options shall be exercised by mailing a written statement to that effect to the name and address provided by the Estate at the end of this agreement. The executor of the Estate agrees to notify the County in writing of the sale of any estate property affected by the easement, lease and options.

9. In connection with construction, operation and maintenance activities performed by or on behalf of the County on the parcels described above, the County agrees:

a. To indemnify and hold the estate harmless from liability arising out of those activities, until the Estate is settled.

b. To return all well sites as near as reasonably possible to their original condition, except for permanent features constructed within the parcels, such as fences, access roads and facilities.

c. To construct and maintain fences around the facilities on each parcel and to assist the Estate in relocating the main access gate to a location sufficient to permit equipment to park off of Zolezzi Lane while opening and closing the gate.

d. To require all contractors employed by the County to indemnify and hold the estate harmless from, and to maintain broad form contractual liability insurance for, bodily injury to those contractors' employees incurred anywhere on the estate property during work performed for the County, until the estate is settled.

10. The County agrees to pay any deferred taxes on the parcels described above for which the estate may become liable pursuant to NRS 361A.100, and following, by reason of the leases and options granted in this agreement, and to pay any taxes assessed on improvements constructed by the County on

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the easement or on leased parcels.

11. This agreement may be amended only by a written agreement signed by both parties.

12. The Order of the District Court approving this document is attached as Exhibit B.

BOARD OF COUNTY COMMISSIONERS  
OF WASHOE COUNTY

By *Belie Williams*  
BELIE WILLIAMS, Chairman

Date *March 13, 1984*

ATTEST:

*Jusi Barley*  
County Clerk



Estate of John Shaw Field

By *Charles E. Sprenger*  
Executor

Date *February 1, 1984*

Notice of Exercise of Options

shall be mailed to:

Public Works Department  
Name

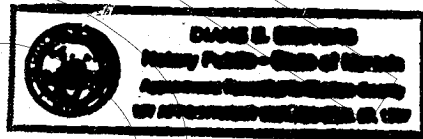
P. O. Box 11130 Reno Nevada 89520  
Address

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STATE OF NEVADA )  
                  ) ss.  
COUNTY OF WASHOE )

On this 1<sup>st</sup> day of February, 1984, personally appeared before me, a notary public in and for the County of Washoe, State of Nevada, Charles E. Springer known to me to be the person whose name is subscribed to the within instrument as the Executor of the Estate of John Shaw Field, and acknowledged to me that he subscribed the name of the Estate of John Shaw Field thereto as principal, and his own name as Executor, freely and voluntarily and for the uses and purposes therein mentioned.

Diane E. Seever  
NOTARY PUBLIC



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Well Site No. 2 - Parcel B

Commencing at the Section corner common to Sections 17, 18, 19 and 20, T.18N., R.20E., M.D.B. & M; thence Southerly along the Section line common to said Sections 19 and 20 a distance of 1926.04 feet to the TRUE POINT OF BEGINNING; thence continuing Southerly along said Section line a distance of 147.58 feet to a point; thence Westerly and at right angles to said Section line a distance of 147.58 feet to a point; thence Northerly a parallel to said Section line a distance of 147.58 feet to a point; thence Easterly a distance of 147.58 feet to the point of beginning. Containing an area of 0.50 acres more or less.

Well Site No. 1 - Parcel A

Commencing at the Section corner common to Sections 17, 18, 19 and 20, T.18N., R.20E., M.D.B. & M. marked with bronze disc in concrete 1 foot below surface, stamped, "R.E. 933"; thence N.  $89^{\circ}53'00''$  W. a distance of 568.87 feet to a point; thence S.  $00^{\circ}07'00''$  W. a distance of 30.00 feet to a point on the south right of way of Zolezzi Lane being the TRUE POINT OF BEGINNING; thence continuing S.  $00^{\circ}07'00''$  W. a distance of 147.58 feet to a point; thence N.  $89^{\circ}53'00''$  W. a distance of 147.58 feet to a point; thence N.  $00^{\circ}07'00''$  E., a distance of 147.58 feet to a point on the south right of way of Zolezzi Lane; thence S.  $89^{\circ}53'00''$  E. along the said right of way a distance of 147.58 feet to the point of beginning. Containing an area of 0.50 acres more or less

Well Site No. 4 - Parcel D

Beginning at the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20E., M.D.B. & M; thence Westerly along the Section line common to said Sections 19 and 30 a distance of 147.58 feet to a point; thence Northerly and at right angles to said Section line a distance of 147.58 feet to a point; thence Easterly and parallel to said Section line a distance of 147.58 feet to a point on the Section line common to said Sections 19 and 20; thence Southerly along said Section line a distance of 147.58 feet to the point of beginning. Containing an area of 0.50 acres more or less.

Well Site No. 3 - Parcel C

Commencing at the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20E., M.D.B. & M; thence Northerly along the Section line common to said Sections 19 and 20 a distance of 1207.27 feet to the TRUE POINT OF BEGINNING; thence Westerly and at right angles to said Section line a distance of 147.58 feet to a point; thence Northerly and parallel to said Section line a distance of 147.58 feet to a point; thence Easterly a distance of 147.58 feet to a point on the said Section line common to said Sections 19 and 20; thence Southerly along said Section line a distance of 147.58 feet to the point of beginning. Containing an area of 0.50 acres more or less.



EXHIBIT A

Booster Pump Station - Parcel E

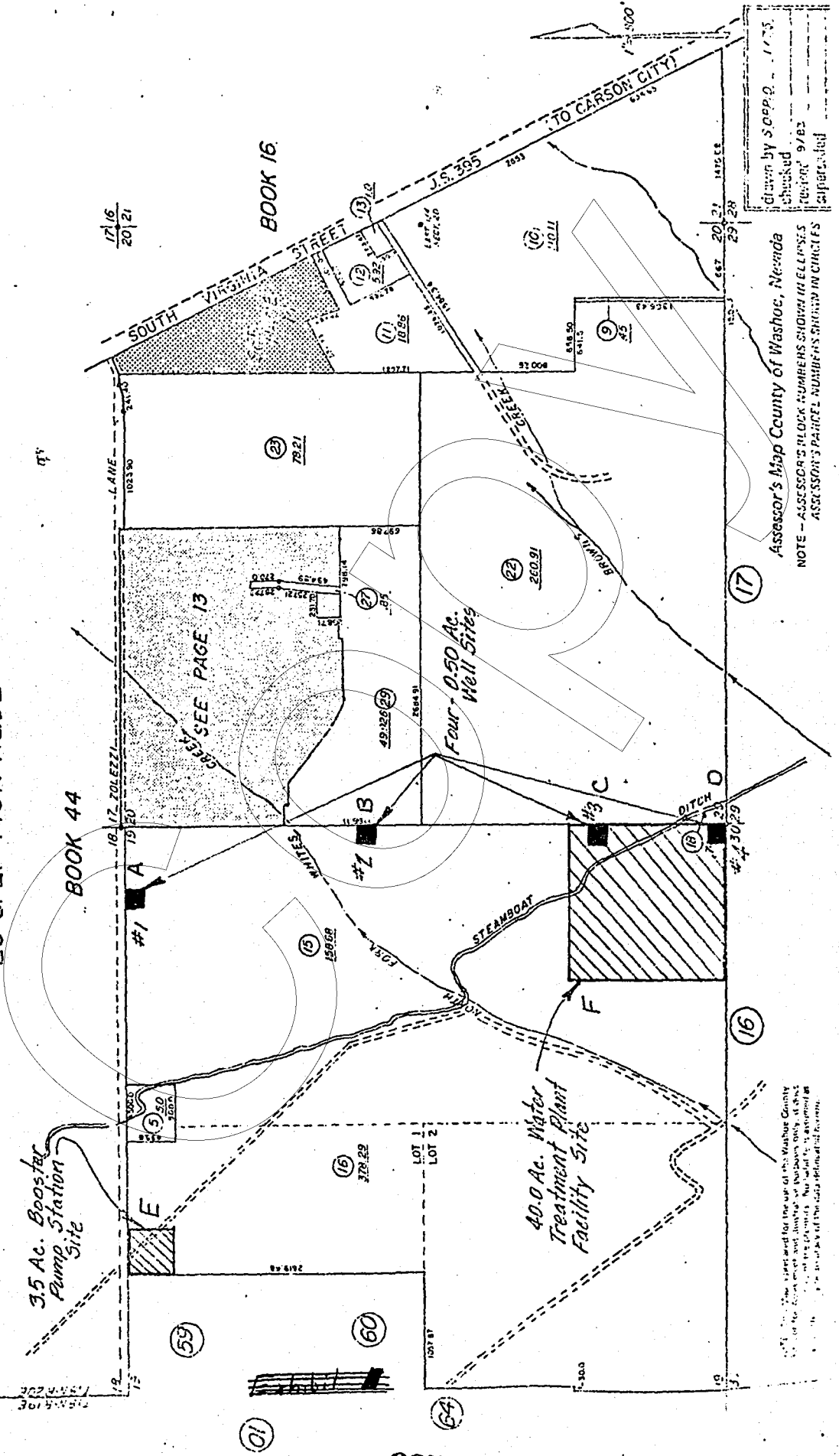
Beginning at the Northwest corner of Lot 1, Block A of Thomas Creek Estates Unit 1, recorded in the office of the County Recorder Washoe County, Nevada on June 30, 1978. Document No.542098; thence S.  $00^{\circ}38'12''$  W. a distance of 380.48 feet to a point; thence S.  $89^{\circ}53'00''$  E. a distance of 390.46 feet to a point; thence N.  $00^{\circ}38'12''$  W. a distance of 390.48 feet to a point on the southern right of way of Zolezzi Lane as described in Deed from Field to Washoe County, recorded in the office of the County Recorder Washoe County, Nevada on February 3, 1961. Document No. 332171; thence N.  $89^{\circ}53'00''$  W. along said right of way a distance of 390.46 feet to a point; thence S.  $00^{\circ}38'12''$  W. a distance of 10.00 feet more or less to the point of beginning. Containing an area of 3.50 acres more or less.

Treatment Plant - Parcel F

Beginning at the Section corner common to Sections 19, 20, 29 and 30, T.18N., R. 20E., M.D.B. & M.; thence Northerly along the section line common to said Sections 19 and 20 a distance of 1320.00 feet to a point; thence Westerly and at right angles to said section line a distance of 1320 feet to a point; thence Southerly a distance of 1320.00 feet to a point on the section line common to Sections 19 and 30, T. 18N., R.20E., M.D.B. & M; thence Westerly along said section line a distance of 1320.00 feet more or less to the point of beginning. Containing an area of 40.0 acres more or less.

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SECTION 19 & A PORTION SECTIONS  
20 & 21 T18N·R20E



Assessor's Map County of Washoe, Nevada  
 NOTE - ASSESSOR'S BLOCK NUMBERS SHOWN IN BELLINES  
 ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

Drawn by S.O.P. 1/75  
 Checked  
 Date 9/83  
 Paper No. 141

This map is for the use of the Washoe County Assessor and his successors only. It does not constitute a warranty of title or a statement of fact. The Assessor is not responsible for any errors or omissions on this map.

FILED

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1 No. 78-1535

2 Dept. No. 5

JUDI BAILEY  
BY J. Marra  
DEPUTY

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5 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
6 IN AND FOR THE COUNTY OF WASHOE

7 IN THE MATTER OF THE  
8 ESTATE OF JOHN SHAW FIELD,  
9 Deceased.

ORDER AUTHORIZING AN AGREEMENT  
FOR EASEMENT WAY, LEASE, OPTION  
TO LEASE AND OPTION TO BE EN-  
TERED INTO WITH WASHOE COUNTY

10  
11 CHARLES E. SPRINGER, Executor of the Estate of  
12 JOHN SHAW FIELD, Deceased, has heretofore rendered to the  
13 Court his Petition to Authorize an Agreement for Easement  
14 Way, Lease, Option to Lease and Option to Purchase on April  
15 4, 1984 and the Clerk of the above-entitled Court set the  
16 time of hearing for Wednesday, April 18, 1984, at 9:30 A.M.  
17 Due and proper notice of the filing of the same and time  
18 for appearing has been given according to law.

19 The petition was duly presented to the Court at  
20 the hearing and no objections were heard. The Court finds  
21 that the representations of the petition are true and correct  
22 and further finds the agreement will accomplish the following:

23 1. It will engender immediate cash flow income  
24 necessary to preserve and protect the real property belonging  
25 to the estate;

26 2. It will enhance the possibility of development  
27 of the entire area and create the probability of securing  
28 water supply for the real property belonging to the estate  
29 thus enhancing the development of such real property; and,

30 3. That predicated upon the probable enhancement

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1 of such water supply, the real property not only becomes  
2 more valuable but the prospects of the sale of said real  
3 property will be greatly improved.

4 NOW, THEREFORE, IT IS **HEREBY ORDERED** that the  
5 Executor herein is authorized to execute an agreement to  
6 lease, option to lease and option to purchase with the County  
7 of Washoe, which provides as follows:

8 1. The Estate of John Shaw Field will lease to  
9 the County of Washoe four (4) 1/2 acre well sights described  
10 in Exhibit "A" attached hereto and made a part hereof, denoted  
11 as parcels A, B, C, and D for a term of twelve (12) years  
12 with options to renew for two (2) additional twelve (12)  
13 year periods.

14 2. That the rentals on said Lease will be in the  
15 amount of \$750.00 annually for each parcel to be adjusted  
16 every three (3) years in accordance with the Consumer Price  
17 Index.

18 3. The Estate shall also lease to the County of  
19 Washoe a 3.5 acre parcel for a booster pump station and water  
20 storage tank to be located upon the real property belonging  
21 to the estate along Zolezzi Lane in the vicinity of Steamboat  
22 Ditch described in the attached Exhibit "A" as parcel E  
23 for the term of twelve (12) years and with two consecutive  
24 options to renew the lease for two (2) twelve (12) year periods  
25 at an annual rental of \$1,500.00 per acre to be adjusted every  
26 three (3) years in accordance with the Consumer Price Index.

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28 4. The estate shall grant to the County of Washoe  
29 the following easements:  
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A. A twenty foot easement along the easterly section of Section 19 on the northern property line of the property belonging to the estate; and,

B. A one hundred foot temporary easement for the purpose of construction of a water line along the east section line of Section 19, Township 18 North, Range 20 East, M.D.B.&M. and the northerly property line of the estate property.

5. The estate further grants to the County of Washoe an option to purchase a forty (40) acre parcel described on the attached Exhibit "A" as parcel F and also grants the County an option to lease same forty (40) acre parcel. The estate shall further grant to the county an option to purchase water rights which are now or may hereafter become appurtenant to the property belonging to the estate. Consideration for these options to be paid by the County to the Estate is equal to \$600.00 per year.

6. Any options to purchase when exercised shall carry a purchase price to be determined in accordance with NRS 244.275. Any options for the purchase of real estate in the agreement does not include a transfer of water rights which are appurtenant to the real estate, but they may be subject to the exercise of an option to purchase.

7. The estate conveys no water rights of any kind to the County and said Agreement does not include any rights to any minerals, oil, gas or other hydrocarbon substances or natural steam being conveyed to the County.

DONE IN OPEN COURT this 18th day of April, 1984.

William h. Forman  
DISTRICT JUDGE

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OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY

*Washoe Co*  
84 JUL 9 AIO: 33

JOE MELCHER  
COUNTY RECORDER

FEE *0* DEP *NS*

*Public Wks*

**COPY**

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**COPY**

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