

Recording Requested by
And Return To:

Town of Minden
Attn: Town Manager
1604 Esmeralda Avenue, Suite 101
Minden, Nevada 89423

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 13 Fee: 0.00
BK-0111 PG- 2885 RPTT: 0.00



APN: 1320-28-000-026

AGREEMENT AND GRANT OF NON-EXCLUSIVE ACCESS EASEMENT

This Agreement and Grant of Non-Exclusive Access Easement (the "Agreement") effective December 30, 2010 is entered into by and between the TOWN OF MINDEN, a political subdivision of the State of Nevada ("Minden"), and EDGEWOOD COMPANIES, formerly known as Park Cattle Company, a Nevada corporation ("Edgewood"), with respect to the following facts and objectives:

- A. Minden presently owns a 5-acre parcel along Buckeye Road in Douglas County, Nevada, Assessor Parcel No. 1320-28-000-014 (the "Minden Parcel").
- B. Minden proposes to construct a new maintenance facility on the Minden Parcel.
- C. Edgewood owns a parcel adjacent to and west of the Minden Parcel, being Douglas County Assessor Parcel No. 1320-28-000-026 (the "Edgewood Parcel").
- D. In order to obtain ingress to the Minden Parcel from Buckeye Road and from the Minden Parcel to Buckeye Road, Minden requires an easement across the Edgewood Parcel.
- E. Edgewood desires to continue to have ingress to the Edgewood Parcel from Buckeye Road and from the Edgewood Parcel to Buckeye Road over and across the portion of

the Edgewood Parcel which is more particularly described in the legal description and map attached hereto and by this reference incorporated herein as Exhibit "A" the "Access Area").

F. Edgewood and Minden have worked together cooperatively to develop a single point of joint access from Buckeye Road to the Minden Parcel and the Edgewood Parcel in order to avoid the conflicts created by separate points of access for each parcel and also to avoid future conflict with any roundabout at the intersection of Buckeye Road and an extended Muller Parkway. Douglas County has reviewed and approved the point of joint access selected, and Minden and Edgewood desire that access to their respective parcels be jointly facilitated across the Access Area.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Grant of Easement.

Edgewood hereby grants to Minden, its successors and assigns, a perpetual non-exclusive easement for the benefit of the Minden Parcel to construct, maintain, repair and replace a driveway across the Access Area to allow for ingress to the Minden Parcel from Buckeye Road and egress from the Minden Parcel to Buckeye Road.

2. Improvement of Access Area.

Minden shall, at its sole cost and expense, design and construct all improvements necessary to facilitate the driveway ingress to and egress from the Minden Parcel over, on and across the Access Area in accordance with the drawing attached hereto and by this reference incorporated herein as Exhibit B.

3. Edgewood's Use of Access Area.

Edgewood shall have the right to fully use and enjoy the Access Area at all times, provided that such use does not unreasonably interfere or conflict with the non-exclusive easement rights granted hereunder. Without limiting the generality of the foregoing, Edgewood shall have the right to fully use and enjoy the Access Area for purposes of ingress to the Edgewood Parcel from Buckeye Road, and egress from the Edgewood Parcel to Buckeye Road. At such time in the future as Edgewood desires to improve the Access Area for such ingress to and egress from the Edgewood parcel, which improvement may be different from that shown on Exhibit B, provided the differences do not unreasonably interfere with access to the Minden Parcel, Edgewood shall, at its own cost and expense, construct such improvements and shall reimburse Minden for the lesser of forty percent (40%) of the Cost of Completion of the improvements constructed by Minden for its ingress to and egress from the Minden Parcel, or \$16,000.00. As used herein, Cost of Completion shall mean all of the hard costs incurred directly to construct said improvements such that the completed construction will conform substantially with the plans and specifications therefor, or any change orders made thereto. These costs shall include, but be limited to the amounts paid pursuant to the construction contract for the access improvements, but shall not include any soft costs for design, permitting, and the like. After Minden's construction has been completed, and the Cost of Completion has been ascertained, Edgewood and Minden shall execute a written document which shall contain a confirmation of the actual Cost of Completion of the said improvements as defined herein.

4. Maintenance of Access Area.

Until such time as Edgewood improves the Access Area for ingress to and egress from the Edgewood Parcel, Minden shall maintain the Access Area in good repair and condition at its

sole cost and expense. After Edgewood improves the Access Area for ingress to and egress from the Edgewood Parcel, the parties shall share the cost and expense of maintenance of the Access Area equally. At that time, Edgewood and Minden shall agree upon any maintenance or repairs to be undertaken, prior to either undertaking any such maintenance or repairs.

5. Clean-Up and Restoration of Access Area.

After the construction and installation of the improvements within the Access Area, the party constructing such shall restore the Access Area and surrounding premises as nearly as possible to the same state and condition as they were in prior to the construction.

6. General Provisions.

6.1 Compliance With Law. The parties, their successors and assigns, shall:

(a) complete any construction undertaken by them in a good and workmanlike manner in accordance with all applicable laws, ordinances, regulations, and this Agreement; (b) obtain all licenses, permits and other governmental approvals required by law in connection with the improvements to be constructed on the Access Area prior to undertaking any such construction, and maintain in force such licenses, permits and approvals to the extent required by law; and (c) maintain the improvements in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Agreement.

6.2 Liens. Minden, its successors and assigns, will not create or permit to exist any lien or other encumbrance on Edgewood's real property resulting from any acts or omission by Minden, its successors and assigns, with respect to construction on, use, management, maintenance or operation of the Access Area or any other work performed thereon by Minden, its successors and assigns, and if, as a result of the failure of Minden, its successors

and assigns, to pay any amount for any such work, Edgewood may, but will not be required to, pay such sum as is required to obtain discharge of the lien, or obtain the discharge of the lien by deposit or bonding; if Edgewood does that, Minden, its successors and assigns, will pay Edgewood, promptly on demand, the entire sum spent by Edgewood, plus Edgewood's reasonable expenses, including reasonable attorneys' fees, in connection with obtaining discharge of the lien and collecting from Minden, its successors and assigns, any sum so paid by Edgewood; provided, however, that Edgewood shall not be entitled to obtain the discharge of any such lien at the expense of Minden, its successors and assigns, so long as Minden, its successors and assigns, is contesting in good faith its obligation to pay such amount and is diligently prosecuting an appropriate action to have any such lien removed, and no real property of Edgewood is at risk of loss.

6.3 Indemnity. Each party, its successors and assigns, will indemnify the other against, and hold the other harmless from, any and all claims arising from the construction on, use, management, maintenance or operation of the Access Area or other work performed by or on behalf of the indemnifying party, its successors and assigns, thereon, or the failure of the indemnifying party, its successors and assigns, to perform or comply with its obligations under this Agreement, including, but not limited to: (a) any and all claims for loss or damage arising from the condition of the Access Area or other work performed by or on behalf of the indemnifying party, its successors and assigns, thereon; and (b) all liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such claim or any action or proceeding brought by a third party against the other party with regard to any such claim. If any action or proceeding is brought by a third party against a party to be indemnified by reason of

any such claim, that party will promptly notify the indemnifying party, its successors and assigns, of the commencement of the action or proceeding, and will offer the indemnifying party, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

6.4 Insurance. Minden, its contractors and any subcontractors employed by or on behalf of Minden, shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon the Access Area.

7. Waivers.

The waiver by any party hereto of a breach or default of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach or future compliance with all the terms of this Agreement, including the provision waived, and all provisions shall remain in full force and effect as to future performance.

8. Notices.

All notices and other communications which are required or permitted under this Agreement shall be in writing and shall be effective when personally delivered, by courier service, facsimile, or when addressed:

If to Edgewood:

Edgewood Companies
1300 Buckeye Road, Suite A
Minden, Nevada 89434
Attn: Chief Executive Officer
Facsimile No. 775/ 782-4148
Electronic Mail: cscharer@edgewoodcompanies.com

If to Town of Minden:

Town of Minden
1604 Esmeralda Avenue, Suite 101
Minden, Nevada 89423
Attn: Town Manager
Facsimile No. 775/782-5287
Electronic Mail: _____

and deposited, postage prepaid, registered or certified, return receipt requested, in the United States Mail. Either party may, by notice to the other given as herein stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by mail or facsimile, shall be deemed communicated as of actual receipt.

9. Entire Agreement; Amendments.

This Agreement, and the Exhibits attached hereto and made a part hereof, constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede any and all agreements and undertakings, oral or written, concerning the subject matter hereof. This Agreement may not be amended or modified orally, and may only be amended or modified by a writing signed by the parties hereto.

10. Benefits. Except as expressly provided in this Agreement, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Headings.

The Sections and other headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of it.

12. Rules of Construction.

In this Agreement, unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. All references to Sections or Exhibits shall refer to Sections and Exhibits of this

Agreement unless expressly stated otherwise. All references to Sections include all subsections thereof.

13. Governing Law.

This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada applicable contracts made and to be performed wholly within such State and without regard to the conflicts of laws principles thereof.

14. Attorneys' Fees.

The prevailing party in any proceedings arising in connection with this Agreement shall be entitled to reimbursement for its reasonable costs incurred in connection therewith, including attorneys' fees.

15. Successors and Assigns.

This Agreement shall be binding upon the successors in ownership of the Minden Parcel and Edgewood Parcel, and its provisions shall constitute a covenant running with the land.

16. Authorship.

This Agreement has been reviewed by legal counsel representing the respective parties and, therefore, shall not be construed in favor of or against any party thereto based on the sole or

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primary authorship of this Agreement being the work of one party hereto.

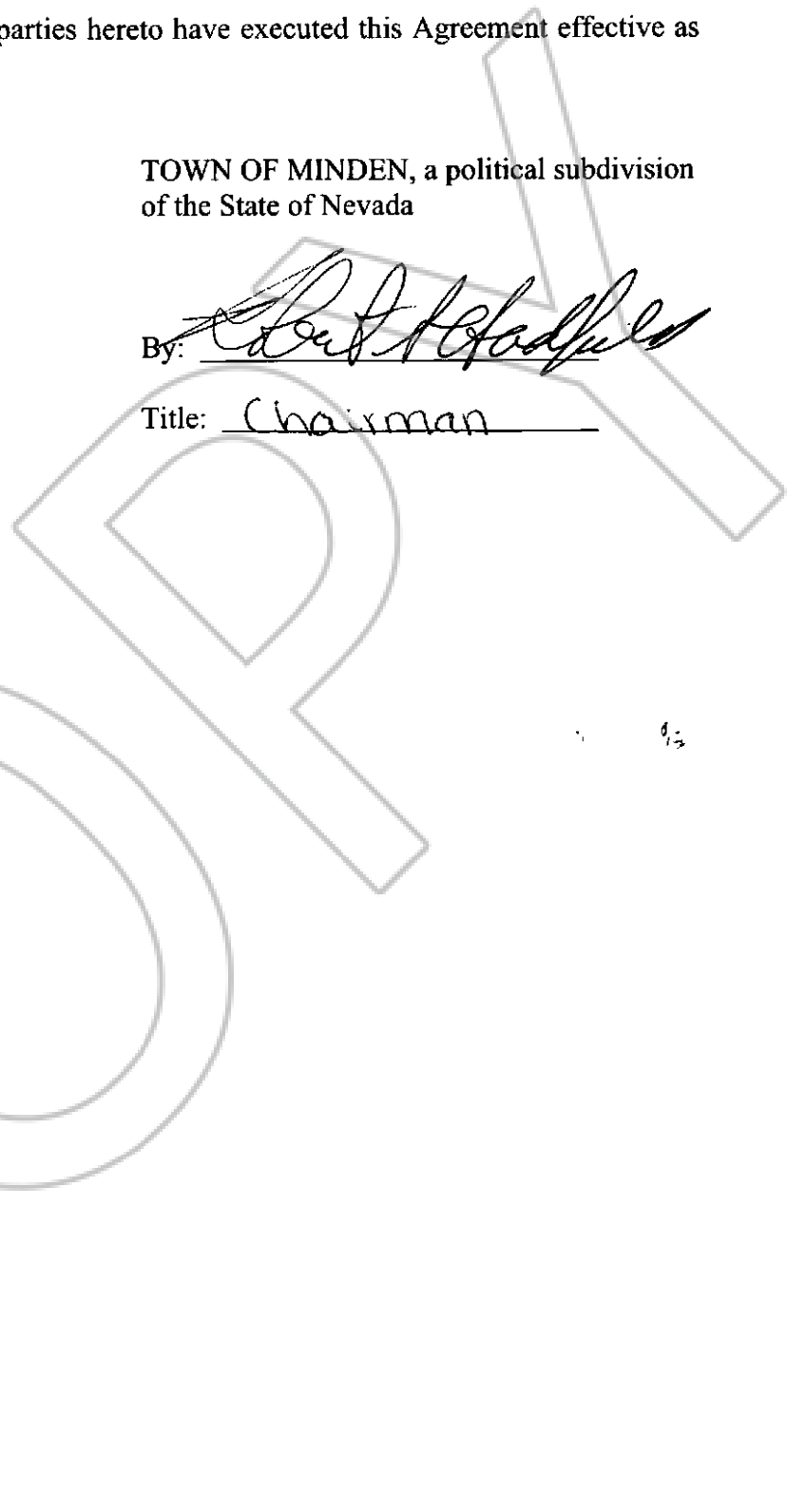
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EDGEWOOD COMPANIES, a Nevada corporation

TOWN OF MINDEN, a political subdivision of the State of Nevada

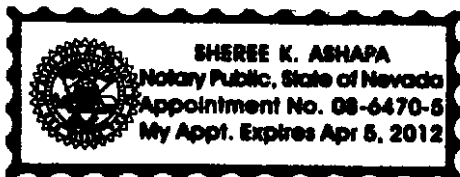
By: [Signature]
Title: Vice President

By: [Signature]
Title: Chairman



STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

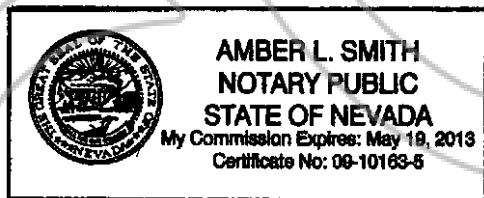
On ~~December~~ ^{January 11} ~~—~~ ²⁰¹¹, PATRICK RHAMEY, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that [s]he is the VICE PRESIDENT OF EDGEWOOD COMPANIES, a Nevada corporation, and who acknowledged to me that [s]he executed the foregoing AGREEMENT AND GRANT OF NON-EXCLUSIVE ACCESS EASEMENT on behalf of said corporation.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On December 30, 2010, Robert S. Hatfield, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that [s]he is the Chairman of the TOWN OF MINDEN, a political subdivision of the State of Nevada, and who acknowledged to me that [s]he executed the foregoing AGREEMENT AND GRANT OF NON-EXCLUSIVE ACCESS EASEMENT on behalf of the Town of Minden.



Amber L Smith
NOTARY PUBLIC

**BUCKEYE MAINTENANCE FACILITY
PERMANENT ACCESS EASEMENT
LEGAL DESCRIPTION**

October 13, 2010

A portion of the Northeast one-quarter of Section 28, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, for access easement purposes, being more particularly described as follows:

BEGINNING at a point on the Northerly line of Buckeye Road as shown on the Map of Division into Large Parcels, LDA 07-035 For Edgewood Companies, Document No. 745140, Official Records of Douglas County, which bears S. 89°56'55" E., 4136.57 feet from the West one-quarter corner of said Section 28, said point also being the Southeasterly corner of Parcel 15 as shown on said Land Division Map;

thence along said Northerly line of Buckeye Road, N. 89°29'43" W., 117.44 feet;

thence N. 00°00'00" W., 126.00 feet to a point on the Easterly boundary line of said Parcel 15;

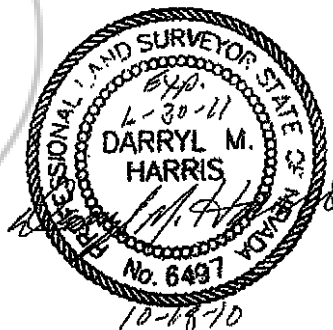
thence along said Easterly boundary line, S. 42°45'04" E., 173.00 feet to the POINT OF BEGINNING.

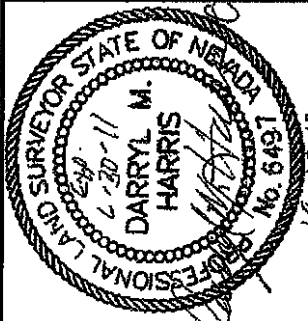
Containing 7,398 square feet more or less.

Basis of Bearing:

The South line of the North one-half of Section 28, T.13 N., R.20 E., M.D.M., as shown on the Amended Record Of Survey for Bently Nevada Corp., Document No. 180280. (N.89°27'12"W.)

PREPARED BY:
Darryl M. Harris, P.L.S. # 6497
Resource Concepts, Inc.
P.O. Box 11796
212 Elks Point Road, Suite 443
Zephyr Cove, NV 89448





1320-28-000-014
TOWN OF MINDEN

1320-28-000-026
PARK CATTLE CO.

EXHIBIT 'A'

ACCESS EASEMENT
AREA: 7,398 ± S.F.

SCALE: 1"=30'

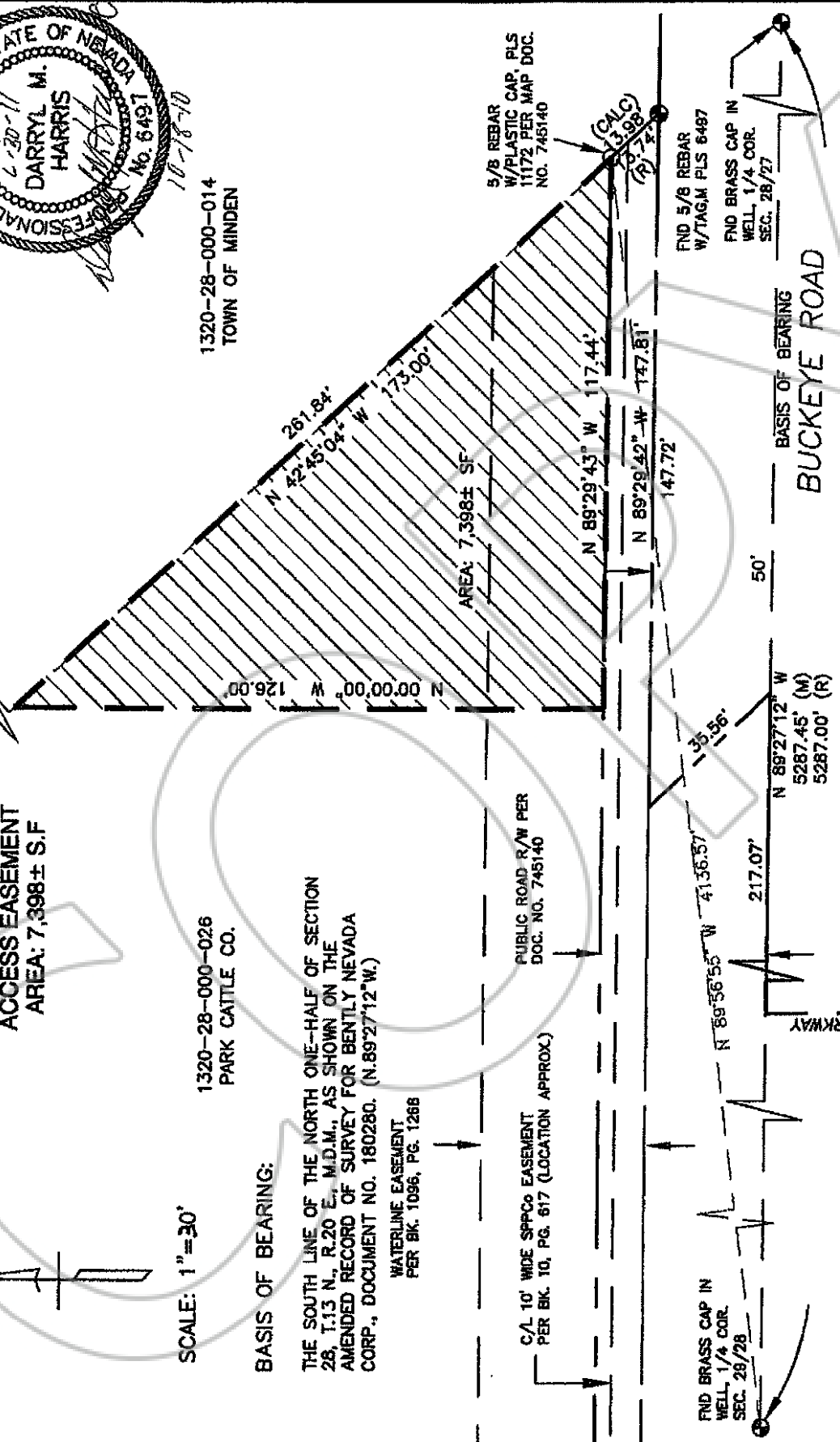
BASIS OF BEARING:

THE SOUTH LINE OF THE NORTH ONE-HALF OF SECTION 28, T.13 N., R.20 E., M.D.M., AS SHOWN ON THE AMENDED RECORD OF SURVEY FOR BENTLEY NEVADA CORP., DOCUMENT NO. 180280. (N.89°27'12"W.)

WATERLINE EASEMENT
PER BK. 1096, PG. 1266

C/L 10' WIDE SPCCO EASEMENT
PER BK. 10, PG. 617 (LOCATION APPROX.)

PUBLIC ROAD R/W PER
DOC. NO. 745140



FND 5/8 REBAR
W/TAG, PLS 6497

5/8 REBAR
W/PLASTIC CAP, PLS
11172 PER MAP DOC.
NO. 745140

FND 5/8 REBAR
W/TAG, PLS 6487

FND BRASS CAP IN
WELL, 1/4 COR.
SEC. 28/27

BASIS OF BEARING

BUCKEYE ROAD

N 89°27'12" W
5287.45' (M)
5287.00' (R)

MULLER PARKWAY
R/W

PARK CATTLE
PORTION OF SECTION 28,
T. 13 N., R. 20. E., M.D.M.,
DOUGLAS COUNTY, NEVADA
RESOURCE CONCEPTS, INC.

6.100' BUCKEYE ROAD
C PER DOC. NO. 376672

LEGEND

- ⊕ FOUND MONUMENT AS NOTED
- (R) RECORD MAP, DOC. NO. 180280
- (M) MEASURED

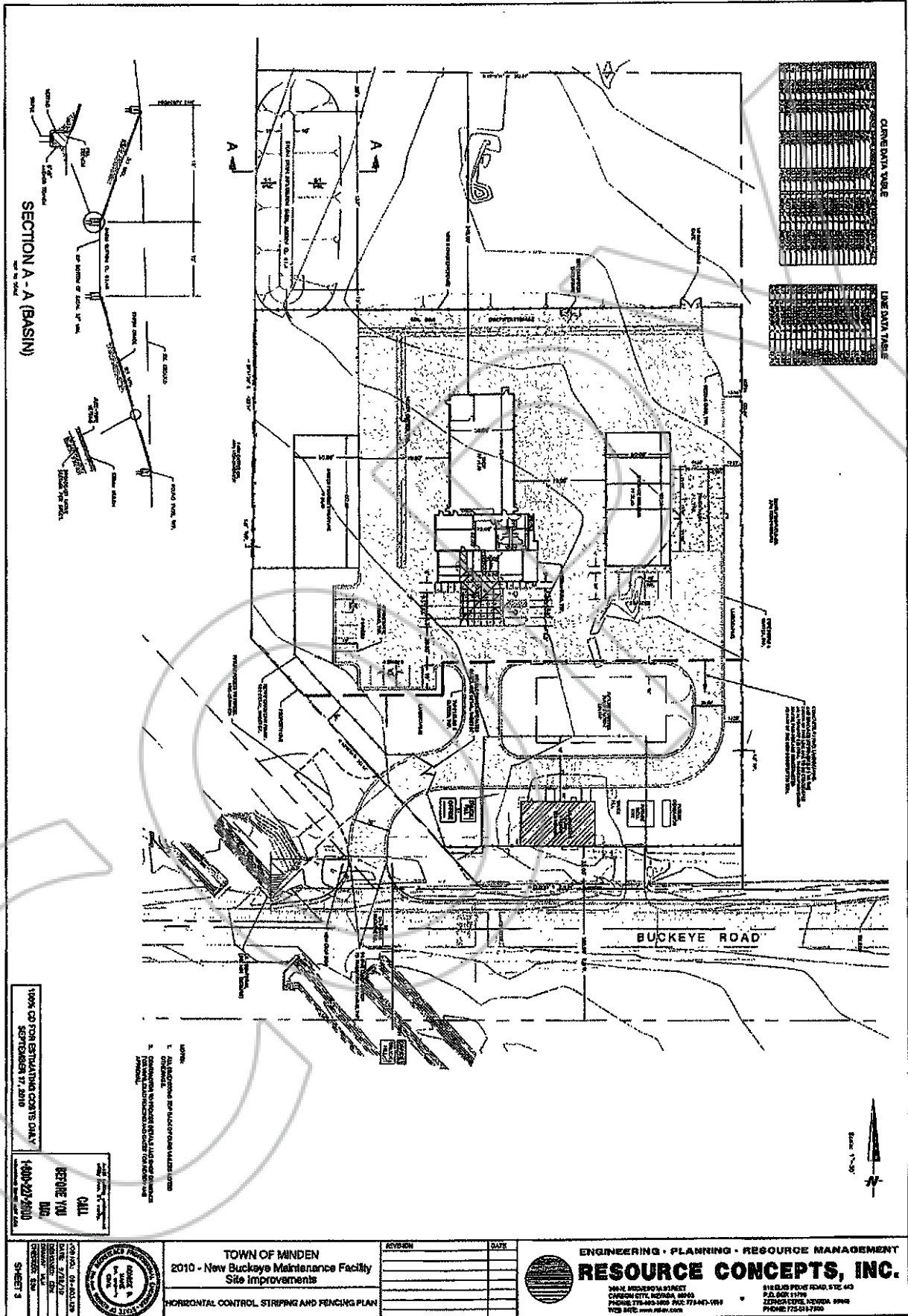


EXHIBIT B
 to Access Easement