



PARKS 25-3, REM, #3633/13279
Douglas County
A.P.N.: 1318-00-002-007

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 16 Fee: 29.00
BK-0612 PG- 4797 RPTT: 0.00



Recording Requested by and Return To:

EDGEWOOD WATER COMPANY
C/O WOODBURN AND WEDGE
P.O. BOX 2311
RENO, NV 89505

(and)

DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE WATERLINE UTILITY EASEMENT

**EDGEWOOD WATER COMPANY, UNDERGROUND WATER LINE
VAN SICKLE BI-STATE PARK**

This Non-Exclusive Easement is made and entered into this 24th day of May, 2012
by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE
LANDS, for and on behalf of the NEVADA DIVISION OF STATE PARKS, hereinafter
referred to as GRANTOR, and EDGEWOOD WATER COMPANY, a Nevada Corporation and
public utility, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Douglas County Assessor's parcel number 1318-00-002-
007; and

WHEREAS, GRANTEE is a public utility which provides water service in the area of
Stateline, Douglas County, Nevada; and

WHEREAS, pursuant to an Application for and preliminary Agreement to provide water service dated April 7, 2010 between the Nevada Division of State Parks ("State Parks") and the California Tahoe Conservancy and Grantee ("the Agreement"), State Parks applied for fire protection and other water service from Grantee for the portion of the Bi-State Park located in Nevada; and

WHEREAS, pursuant to the Agreement and other necessary approvals, State Parks also constructed certain water transmission and related facilities identified in the Agreement as the "Project Work" and which are necessary to provide the water service; and

WHEREAS, the Nevada Division of State Parks conveyed and Grantee accepted conveyance of the Project Work; and

WHEREAS, the Agreement requires that State Parks provide or cause to be provided at no cost to Grantee easements or rights-of-way on lands within its control and which are required for the operation, maintenance, repair and replacement of the Project Work; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE, a Non-Exclusive Utility Easement for the purposes stated above, hereinafter referred to as "the Project," under the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, alter, maintain, operate, and repair water system facilities, together with the facilities or appurtenances deemed necessary or convenient by GRANTEE to provide water service (hereinafter called "Water Facilities"), in

whole or in part over, across, upon, under and through that portion of the GRANTOR'S Property more fully described on **EXHIBIT A** and shown on **EXHIBIT B** attached hereto and by reference made a part hereof (the "Easement Area") within a portion of that certain property situate in Sections 26 and 27, Township 13 North, Range 18 East, M.D.M.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Utility Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Water Facilities.
2. **JURISDICTION OF STATE:** The Non-Exclusive Utility Easement for the Project extends only to the areas described in **EXHIBIT A** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Utility Easement, a permit, license, easement or other authorization to do so is required.
3. **CONSIDERATION:** The State Land Registrar has waived the fee for issuance of this Non-Exclusive Utility Easement, because the project solely provides water to the State of Nevada for use at Van Sickle Bi-State Park. If another user desires to utilize or connect to the water lines at the Park in the future, such use shall be in compliance with applicable Nevada law and the applicable tariffs of Grantee.
4. **PERMITS:** This Non-Exclusive Utility Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors shall indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, of any nature whatsoever, including attorneys', paralegal's and expert fees and costs, which arise out of, relate to or result from GRANTEE'S acts or omissions, except to the extent of any liability, loss, cost or expense was caused by GRANTOR'S negligence or willful misconduct. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

6. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

7. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all

additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured.

8. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to use caution while exercising GRANTEE'S rights under this Non-Exclusive Easement. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

9. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Utility Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified.

10. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs and reconstruction.

GRANTOR reserves the right to improve the Easement Area for any purpose, provided such activities do not unreasonably interfere with the easement granted herein or impair GRANTEE'S reasonable exercise of its rights under this grant of Non-Exclusive Utility Easement. GRANTOR shall not erect or construct nor permit to be erected or constructed in

the Easement Area any buildings or structures, nor permit any activity in the Easement Area that is inconsistent with GRANTEE'S use of the Easement Area.

11. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for maintenance of the Water Facilities as provided in its tariffs within the Non-Exclusive Utility Easement and understands and agrees that the Project must be maintained in good repair at all times.

12. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

13. NOTICES: All notices under this Non-Exclusive Utility Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Edgewood Water Company
Attn: President
1300 Buckeye Road, Suite A
Minden, Nevada 89423

14. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in EXHIBIT A.

15. TERMINATION: The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Utility Easement GRANTEE will have the option to either abandon the Water Facilities in place or remove them. Any and all right, title

or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR.

16. TERM AND DISCONTINUATION: This Non-Exclusive Utility Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision.

17. COMPLIANCE TO CONDITIONS: GRANTEE agrees to provide a copy of this Non-Exclusive Utility Easement to its contractors prior to entering and beginning any work on the property described herein.

18. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Utility Easement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

19. SURVIVAL: This Non-Exclusive Utility Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

20. ENTIRE AGREEMENT: This Non-Exclusive Utility Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Utility Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both

parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Utility Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

21. AMENDMENT OR MODIFICATION: This Non-Exclusive Utility Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

22. SEVERABILITY: If any term or provision of this Non-Exclusive Utility Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Utility Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Utility Easement shall be valid and shall be enforced to the fullest extent permitted by law.

23. GOVERNING LAW: This Non-Exclusive Utility Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

24. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Utility Easement must be brought either in the location of the Project or in Carson City, Nevada.

25. RECORDING: This Non-Exclusive Utility Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Utility Easement may not be assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Utility Easement as of the day and year first above written.

GRANTOR:

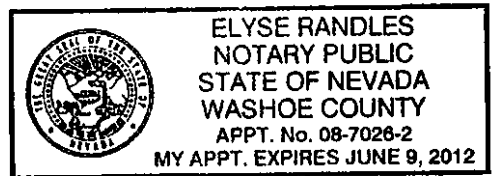
**STATE OF NEVADA
Division of State Lands**

By *James R. Lawrence*
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
) :ss.
CARSON CITY)

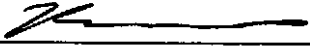
On May 24, 2012 personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

Elyse Randles
NOTARY PUBLIC



APPROVED as to Form:

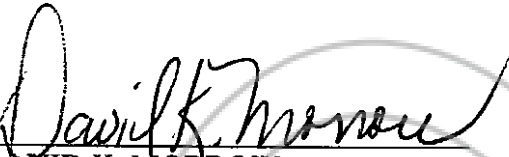
CATHERINE CORTEZ MASTO
Attorney General

By 
KEVIN BENSON
Deputy Attorney General

Date 2-22-12

APPROVED:

STATE OF NEVADA
Division of State Parks

By 
DAVID K. MORROW
Administrator

Date 2/27/2012



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 • FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 09185.01.CM

**EXHIBIT "A"
UTILITY EASEMENT**

APN 1318-00-002-007

**DESCRIPTION FOR
LINE NO. 1**

A strip of land, 20.00 feet in width, situate within a portion of the SW 1/4 of Section 26 and the SE 1/4 of Section 27, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

- BEGINNING** at a point on the Southwesterly line of the State of Nevada, from which the Southeast corner of said Section 27 bears South 26°27'13" East, 561.05 feet;
- THENCE** North 39°23'03" East, 162.75 feet to a point referred to hereinafter as 'POINT A';
- THENCE** North 39°23'03" East, 250.59 feet;
- THENCE** North 59°16'21" East, 24.30 feet to a point referred to hereinafter as 'POINT B';
- THENCE** North 59°16'21" East, 9.50 feet;
- THENCE** North 13°53'13" East, 32.31 feet;
- THENCE** North 59°16'21" East, 0.94 feet to a point referred to hereinafter as 'POINT C';
- THENCE** North 59°16'21" East, 64.54 feet;
- THENCE** North 79°28'11" East, 229.06 feet;
- THENCE** North 58°14'11" East, 12.48 feet to a point referred to hereinafter as 'POINT D';
- THENCE** North 58°14'11" East, 150.55 feet;
- THENCE** North 58°43'08" East, 81.50 feet to the beginning of a 755.00 foot radius curve to the right;
- THENCE** 98.38 feet along said curve through a central angle angle of 7°27'56" to a point referred to hereinafter as 'POINT E';
- THENCE** continuing along said curve, 36.15 feet through a central angle of 2°44'36" to a point referred to hereinafter as 'POINT F';
- THENCE** continuing along said curve, 7.96 feet through central angle of 0°36'16" to a point referred to hereinafter as 'POINT G';
- THENCE** continuing along said curve, 344.18 feet through a central angle of 26°07'10";
- THENCE** South 84°20'54" East, 105.36 feet;
- THENCE** South 87°14'05" East, 25.18 feet;

THENCE North 89°52'44" East, 63.44 feet;
THENCE North 02°24'43" West, 138.59 feet more or less to a point on the southerly line of that parcel shown on the Record of Survey for Park Cattle Company recorded as Document No. 155945 in the Official Records of Douglas County, also being the **POINT OF TERMINUS** for this description.

The sidelines of this easement are to be shortened or lengthened to begin on the above-mentioned southwesterly line of the State of Nevada and end said parcel shown on the Record of Survey for Park Cattle Company.

**DESCRIPTION FOR
LINE NO. 2**

A strip of land, 20.00 feet in width, situate within a portion of SE 1/4 of Section 27, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT A' as described in the **DESCRIPTION FOR LINE NO. 1**;
THENCE South 50°36'57" East, 22.78 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 3**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT B' as described in the **DESCRIPTION FOR LINE NO. 1**;
THENCE North 30°43'39" West, 39.27 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 4**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT C' as described in the DESCRIPTION FOR LINE NO. 1;
THENCE North 35°06'27" West, 11.47 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 5**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT D' as described in the DESCRIPTION FOR LINE NO. 1;
THENCE North 29°54'03" West, 16.61 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 6**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT E' as described in the DESCRIPTION FOR LINE NO. 1;
THENCE North 23°48'55" West, 21.00 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 7**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT F' as described in the DESCRIPTION FOR LINE NO. 1;
THENCE North 21°04'19" West, 31.00 feet to the **POINT OF TERMINUS** for this description;

**DESCRIPTION FOR
LINE NO. 8**

A strip of land, 20.00 feet in width, situate within a portion of SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, lying 10.00 feet on each side of the following described centerline:

BEGINNING at the aforementioned 'POINT F' as described in the DESCRIPTION FOR LINE NO. 1;

THENCE North 20°28'03" West, 31.00 feet to the **POINT OF TERMINUS** for this description;

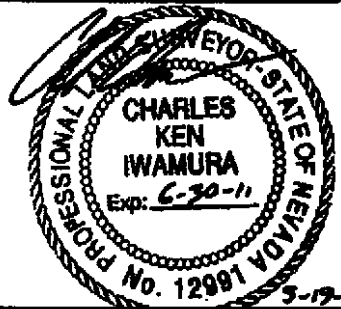
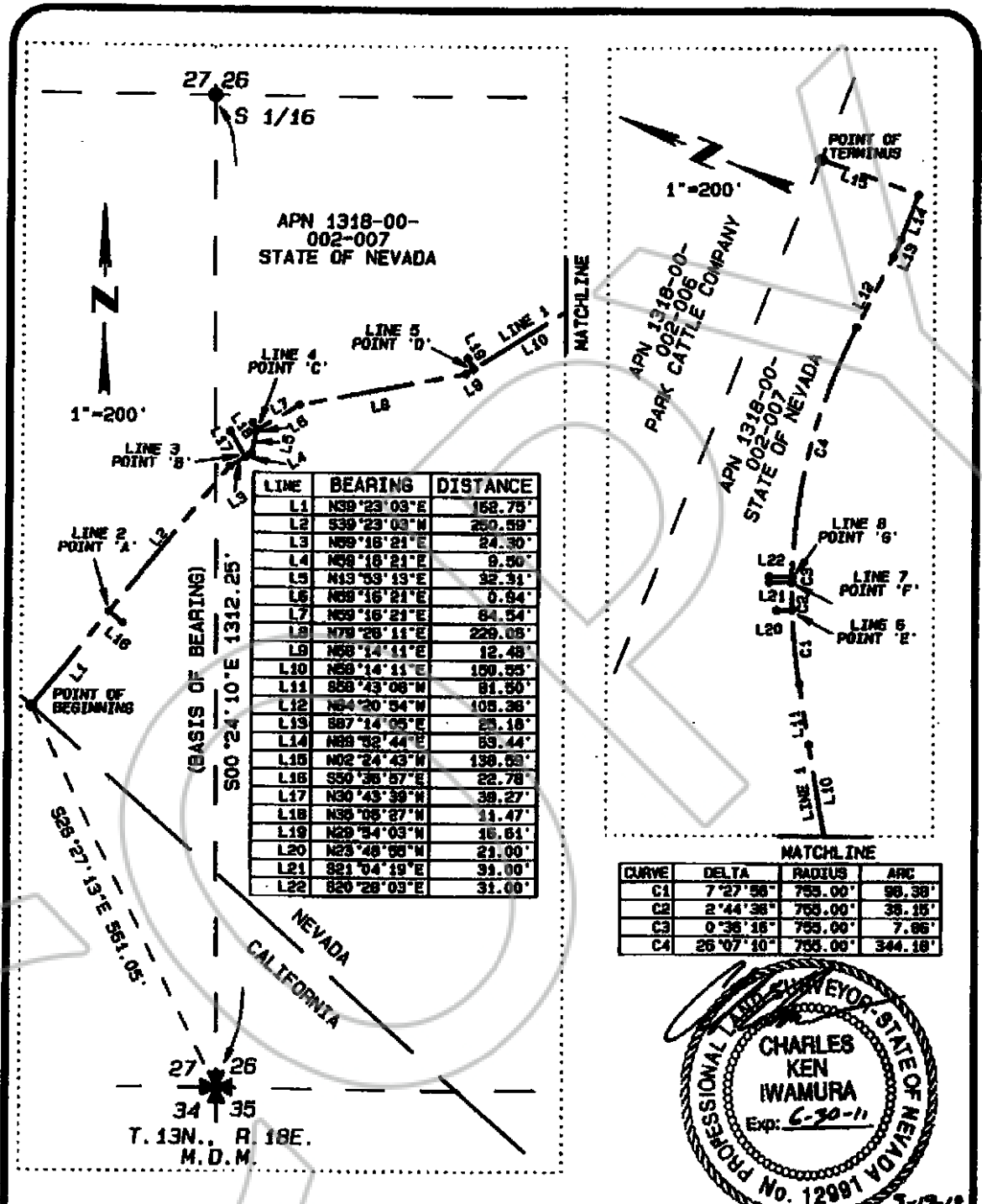
The basis of bearings for these descriptions is South 0°24'10" East; being the west line of the SW 1/4 of the SW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada.

Prepared by Tri State Surveying, Ltd.



5-19-10

Charles Ken Iwamura, PLS
Nevada Certificate No. 12991



**EASEMENT
 EXHIBIT "B"**



TRI STATE SURVEYING, LTD
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