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01/24/2014 09:41 AM

OFFICIAL RECORDS

Requested By
WOODBURN & WEDGE

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 10 Fee: \$ 23.00
Bk: 0114 Pg: 3853



Deputy 99

After Recordation Return to:

Edgewood Water Company, Inc.
Attn: Bobby King
1300 Buckeye Road, Suite A
Minden, Nevada 89423

A.P.N.: 1318-27-001-008; 1318-27-001-009;
1318-27-001-011

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons.
(Per N.R.S. 239B.030).

GRANT OF EASEMENT FOR WATER FACILITIES AND ACCESS THERETO

THIS INDENTURE, made and entered into this 14th day of January, 2014 (the "Effective Date") by and between PARK CATTLE CO., now known as EDGEWOOD COMPANIES, a Nevada corporation (hereinafter referred to as "Grantor"), and EDGEWOOD WATER COMPANY (hereinafter referred to as "Grantee").

RECITALS:

- A. Grantor owns certain real property located in the County of Douglas, State of Nevada (the "Grantor Property");
- B. Grantee operates a public utility water system at Stateline, Lake Tahoe, Douglas County, Nevada;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, and agents, a permanent and non-exclusive easement in gross and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipes, valve boxes, meters, fixtures, and any other

facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof (the "Easement Property").

2. **Access.** To the limited extent necessary to access the Easement Property for the purposes set forth herein, Grantee shall have at all times ingress to and egress from the Easement Property over the Grantor Property.

3. **Maintenance.** Subject to Paragraph 6 below, Grantee shall maintain the Easement Property and Water Facilities in a clean and safe manner, and shall be responsible for any damage to the Grantor Property, or any personal property or improvements, suffered by Grantor by reason of Grantee's use of the Easement Property, including, without limitation, constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities by Grantee. Grantee shall, at Grantee's sole cost and expense, promptly repair any such damage so as to return the damaged property and improvements to their condition immediately prior to such damage.

4. **Hold Harmless.** Grantee will at all times indemnify, protect, defend, save and hold Grantor harmless with respect to any and all loss, claim, damage or liability suffered or sustained by reason of any injury or damage to any person or property, resulting from or in any way related to Grantee's use of the Easement Property or the Water Facilities, including, without limitation, the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Water Facilities by Grantee.

5. **No Interference.** Grantor shall not plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Property any shrubs, trees, buildings, fences or structures that could, in the reasonable judgment of Grantee, interfere with Grantee's use of the Easement Property for the purposes described above, nor shall Grantor permit any activity to occur within the Easement Property which, in the reasonable judgment of Grantee, is inconsistent with Grantee's use of the Easement Property. Notwithstanding the foregoing, Grantor may install or construct asphalt paving or standard concrete for purposes of providing parking or sidewalks within the Easement Property with Grantee's consent, which shall not be unreasonably withheld. Also notwithstanding the foregoing, any improved landscaping, but excluding native vegetation, and other improvements located within the Easement Property as of the Effective Date are consented to by Grantee and shall not constitute a breach of this Section 5.

6. **Removal of Obstructions.** Except as to paving or concrete otherwise permitted by Grantee, Grantee shall have the right, upon ten (10) days prior written notice (such notice requirements shall not apply in the event of an emergency) to Grantor and without payment or compensation to Grantor, to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris or any other obstruction from the

Easement Property which, in the reasonable judgment of Grantee, may interfere with or endanger Grantee's use of the Easement Property or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Water Facilities. Grantee shall have the right to remove any asphalt paving or standard concrete from the Easement Property that is permitted to be constructed or maintained pursuant to Section 5, above (the "Permitted Improvements"). In the event of the removal of any Permitted Improvements, Grantee shall promptly restore the Easement Property to its condition prior to such removal.

7. **Relocation of Easement Property and Water Facilities.** Grantor may, at any time, request the relocation of the Easement Property and Water Facilities to a new location on the Grantor Property, and Grantee agrees to perform such relocation provided: (i) such new location is suitable to Grantee for the use and operation of Water Facilities; (ii) Grantor conveys to Grantee easements in the new location and in form and substance substantially similar to this agreement; (iii) Grantor provides reasonable ingress to and egress from the new easement area over the Grantor Property; and (iv) Grantor pays for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Water Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

8. **Successors & Assigns.** Although the easement granted in this agreement is an "in gross" grant to Grantee, it is the intention of the parties that that the easement be assignable by Grantee to any to successor to Grantee as the water purveyor to the Grantor Property, which assignment shall not terminate the easement notwithstanding its characterization as an "in gross" grant.

9. **Recitals.** The Recitals are true and correct and incorporated herein.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the permitted successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned subject to Section 8, above.

[signature and notary page follows.]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GRANTOR:

PARK CATTLE COMPANY, now known as
EDGEWOOD COMPANIES, a Nevada
corporation

By: *Charles W. Scharer*
Name: Charles W. Scharer
Its: CEO and President

STATE OF NEVADA)
)
COUNTY OF Washoe) SS.

This instrument was acknowledged before me this 14th day of January, 2014 by CHARLES W. SCHARER as CEO and President of Park Cattle Company, now known as Edgewood Companies, a Nevada corporation.



Jill Nichol
NOTARY PUBLIC

GRANTEE:

EDGEWOOD WATER COMPANY

By: *Charles W. Scharer*
Name: CHARLES W. SCHARER
Its: President

STATE OF NEVADA)
)
COUNTY OF WASHOE) SS.

This instrument was acknowledged before me this 14th day of January, 2014 by Charles W. Scharer as President of Edgewood Water Company.

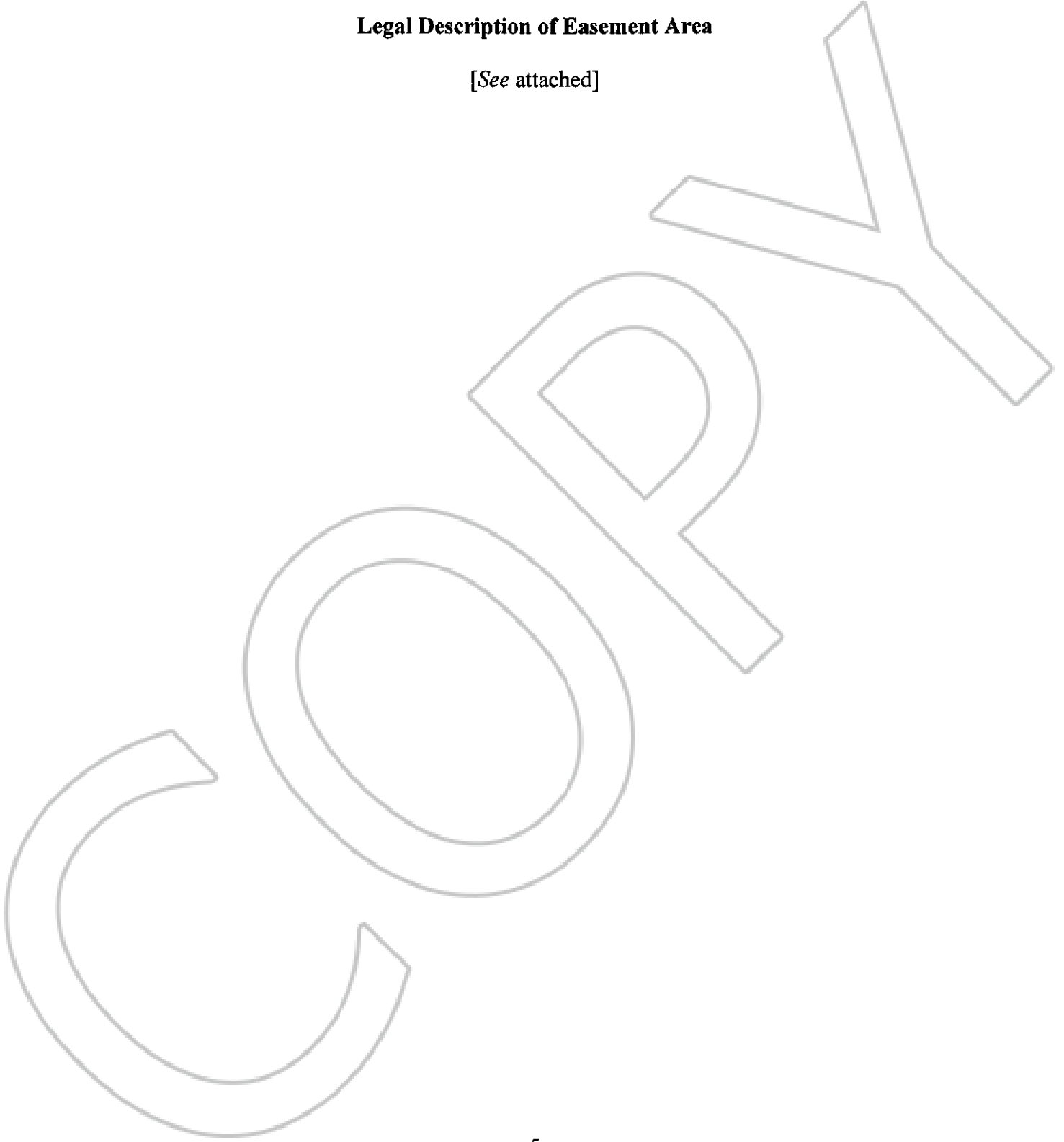


Jill Nichol
NOTARY PUBLIC

Exhibit "A"

Legal Description of Easement Area

[See attached]



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**DESCRIPTION
WATERLINE EASEMENT
PARK CATTLE COMPANY
(Over A.P.N.'s 1318-27-001-008, -009 & -011)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land for waterline easement purposes lying over portions of water facilities of Edgewood Water Company located within a portion of Section 27, Township 13 North, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at a point on the westerly line of U.S. Highway 50, said point being the southerly corner of the First Interstate Bank Parcel as shown on the Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Company filed for record March 27, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 274260, said point bears North 53°48'35" West, 1,327.78 feet from the east one-quarter corner of said Section 27, a found USGLO Brass Cap;

thence along said westerly line of U.S. Highway 50, South 28°48'41" West, 1203.90 feet to the northerly boundary of the Harvey's Tahoe Management Co., Inc. Parcel per Gant Deed recorded May 22, 2008 in said office of Recorder as Document No. 723806;

thence along said northerly boundary of Harvey's Tahoe Management Co., Inc., North 61°11'19" West, 5.55 feet;

- thence North 28°22'52" East, 277.69 feet;
- thence North 58°06'44" West, 27.09 feet;
- thence North 61°40'00" West, 475.99 feet;
- thence North 62°40'57" West, 6.90 feet;
- thence South 31°49'27" West, 7.74 feet;
- thence North 58°10'33" West, 20.00 feet;
- thence North 31°49'27" East, 26.22 feet;
- thence South 62°40'57" East, 25.56 feet;
- thence South 61°40'00" East, 476.79 feet;
- thence South 58°06'44" East, 26.40 feet;
- thence North 27°54'54" East, 50.65 feet;
- thence North 60°47'06" West, 10.26 feet;
- thence North 29°12'54" East, 20.00 feet;
- thence South 60°47'06" East, 10.05 feet;
- thence North 29°16'08" East, 23.29 feet;
- thence North 28°23'00" East, 9.26 feet;
- thence North 32°01'02" East, 22.69 feet;

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thence North 80°26'30" West, 8.72 feet;
 thence North 09°25'25" East, 20.00 feet;
 thence South 80°26'30" East, 15.73 feet;
 thence North 23°09'01" East, 30.11 feet;
 thence North 28°50'05" East, 19.25 feet;
 thence North 44°10'13" West, 9.10 feet;
 thence North 45°49'47" East, 20.00 feet;
 thence South 44°10'13" East, 3.18 feet;
 thence North 29°19'11" East, 279.28 feet;
 thence North 28°47'51" East, 190.43 feet;
 thence North 62°05'16" West, 6.41 feet;
 thence North 27°54'44" East, 20.00 feet;
 thence South 62°05'16" East, 6.72 feet;
 thence North 28°48'42" East, 73.69 feet;
 thence North 59°34'14" West, 5.53 feet;
 thence North 59°35'15" West, 52.74 feet;
 thence North 25°44'20" East, 103.33 feet;
 thence North 61°26'14" West, 559.87 feet;
 thence South 59°37'36" West, 115.68 feet;
 thence North 64°30'20" West, 18.72 feet;
 thence South 28°46'12" West, 19.47 feet;
 thence North 61°13'48" West, 20.00 feet;
 thence North 28°46'12" East, 18.33 feet;
 thence North 64°30'20" West, 301.56 feet;
 thence North 76°51'13" West, 37.77 feet to a point on the easterly line of Lake

Parkway;

thence along said easterly line of Lake Parkway, along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,170.00 feet, central angle of 02°01'21", arc length of 41.30 feet and chord bearing and distance of North 74°10'59" East, 41.30 feet;

thence South 76°51'13" East, 3.79 feet;
 thence South 64°30'20" East, 331.87 feet;
 thence North 59°37'36" East, 116.37 feet;
 thence South 61°26'14" East, 198.36 feet;
 thence North 30°03'48" East, 7.45 feet;
 thence South 59°56'12" East, 20.00 feet;
 thence South 30°03'48" West, 6.93 feet;
 thence South 61°26'14" East, 371.84 feet;
 thence South 25°44'20" West, 103.94 feet;
 thence South 59°35'15" East, 34.30 feet;
 thence South 59°34'14" East, 4.94 feet;
 thence North 28°40'27" East, 25.98 feet;

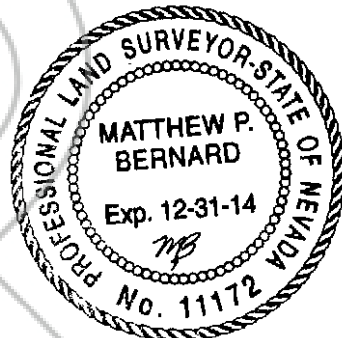
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thence North 29°22'42" East, 79.70 feet to a point on the boundary of said First Interstate Bank Parcel;

thence along the boundary of said First Interstate Bank Parcel, South 61°11'19" East, 7.00 feet to the POINT OF BEGINNING containing 45,442 square feet or 1.04 acres, more or less.

The Basis of Bearing of this description is the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983 as determined using GPS observations.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



12-31-13

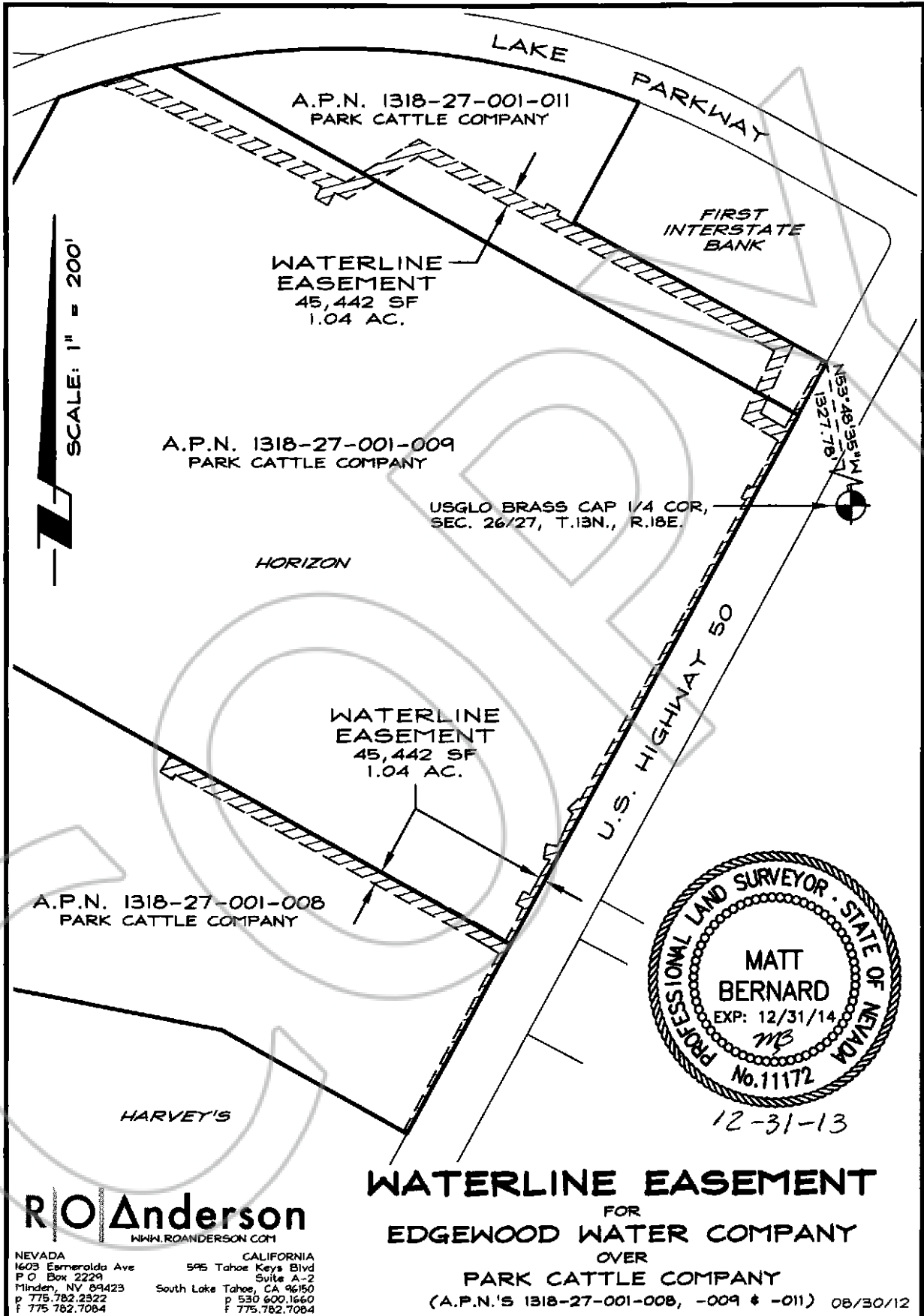
Exhibit "B"

Depiction of Easement Area

[See attached]



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RO Anderson
WWW.ROANDERSON.COM

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