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KAREN ELLISON, RECORDER

After Recordation Return to:

Douglas County Sewer Improvement District No. 1  
P.O. Box 578  
Zephyr Cove, Nevada 89448

A.P.N.: 1318-27-001-004; 1318-27-001-015;  
1318-27-001-016; 1318-27-001-017

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 SEWER FACILITIES AND ACCESS THERETO**

THIS INDENTURE, made and entered into this <sup>23rd 2015</sup> ~~24~~ day of September, 2015 (the "Effective Date") by and between EDGEWOOD COMPANIES, a Nevada corporation, formerly known as Park Cattle Co. (hereinafter referred to as "Grantor"), and DOUGLAS COUNTY SEWER IMPROVEMENT DISTRICT NO. 1, a general improvement district formed pursuant to the provisions of N.R.S. Chapter 309 (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 wastewater collection, treatment and disposal facility at 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 installation and maintenance of sewer collection and related improvements, 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 sewer utility lines, together with the appropriate markers, boxes, and any other facilities or appurtenances reasonably necessary or convenient for the purpose of conveying sewage (hereinafter called "Sewer 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 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 Sewer 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 Sewer 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 Sewer Facilities, including, without limitation, the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Sewer Facilities by Grantee.

5. **No Interference.** Grantor shall not erect or construct, nor permit to be erected or constructed, within the Easement Property any buildings, barricades or other structures that could, in the reasonable judgment of Grantee, interfere with Grantee's use of the Easement Property for the purposes described above. Notwithstanding the foregoing, any 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 and structures 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 Sewer 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 (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 Sewer Facilities.** Grantor may, at any time, request the relocation of the Easement Property and Sewer Facilities to a new location on the Grantor Property, and Grantee agrees to perform or allow such relocation provided: (i) such new location is suitable to Grantee for the use and operation of Sewer 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 Sewer 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, 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]



# EXHIBIT A

**Edgewood Companies  
Douglas County Sewer Improvement District (DCSID)  
Private Sewer Line Easement  
Legal Description**

**REAL PROPERTY** in the County of Douglas, State of Nevada, being a portion of the North 1/2 of Section 27, Township 13 North, Range 18 East, M.D.B.&M. being a strip of land lying 10 feet on either side of the following described centerlines:

**Centerline A:**

**COMMENCING** at a point on the intersection of the California-Nevada State Line and the northwesterly right-of-way line of Lake Parkway (Loop Road), from which a General Land Office (GLO) Brass Cap monument, also on said State Line, stamped "1946", shown on Parcel Map Document #361489 of Official Records of Douglas County, bears South 47°51'50" East a distance of 487.96 feet. Thence; North N21°20'39" East a distance of 1543.95 feet to the **TRUE POINT OF BEGINNING**.

Thence the following twelve (12) courses:

1. North 73°59'24" West a distance of 104.79 feet;
2. North 39°58'05" West a distance of 92.83 feet;
3. North 80°33'52" West a distance of 137.17 feet;
4. South 46°06'20" West a distance of 132.41 feet;
5. South 63°52'29" West a distance of 131.68 feet;
6. South 44°20'23" West a distance of 62.21 feet;
7. North 89°15'13" West a distance of 96.02 feet to a point henceforth described as "Sewer Line Intersection Point A"
8. North 32°57'41" West a distance of 153.82 feet;
9. North 53°36'09" West a distance of 113.74 feet;
10. North 89°22'24" West a distance of 130.81 feet;
11. North 85°08'58" West a distance of 199.88 feet;
12. North 34°07'51" West a distance of 120.45 feet;

To the Point of Ending, AND CONTAINING an area of 29,516 square feet (0.68 acres), more or less;

Together with;

**Centerline B:**

**BEGINNING** at said "Water Line Intersection Point A", being the **TRUE POINT OF BEGINNING**;

Thence the following four (4) courses:

1. South 47°34'39" West a distance of 227.25 feet;
2. South 25°19'30" West a distance of 64.10 feet to a point henceforth described as "Sewer Line Intersection Point B"
3. South 42°22'21" East a distance of 52.99 feet;
4. South 06°22'44" West a distance of 56.56 feet;

To the Point of Ending, AND CONTAINING an area of 8,018.00 square feet (0.18 acres), more or less.

Together with;

**Centerline C:**

**BEGINNING** at said "Sewer Line Intersection Point B", being the **TRUE POINT OF BEGINNING**;  
Thence the following one (1) course:

1. South 79°55'34" West a distance of 189.75 feet;

To the Point of Ending, AND CONTAINING an area of 3,795 square feet (0.09 acres), more or less.

Together with;

**Centerline D:**

**COMMENCING** at a point on the intersection of the California-Nevada State Line and the northwesterly right-of-way line of Lake Parkway (Loop Road), from which a General Land Office (GLO) Brass Cap monument, also on said State Line, stamped "1946", shown on Parcel Map Document #361489 of Official Records of Douglas County, bears South 47°51'50" East a distance of 487.96 feet. Thence, North N26°25'23" West a distance of 815.71 feet to the **TRUE POINT OF BEGINNING**.

Thence the following six (6) courses:

1. South 34°55'22"E East a distance of 71.65 feet;
2. North 86°39'56" East a distance of 86.77 feet;
3. North 84°04'04" East a distance of 171.20 feet to a point henceforth described as "Sewer Line Intersection Point C"
4. North 06°40'16" West a distance of 67.82 feet;
5. North 82°56'14" East a distance of 274.87 feet;
6. North 76°32'50" East a distance of 26.15 feet;

To the Point of Ending, AND CONTAINING an area of 13,969.2 square feet (0.32 acres), more or less.

Together with;

**Centerline E:**

**BEGINNING** at said "Water Line Intersection Point C", being the **TRUE POINT OF BEGINNING**;  
Thence the following one (1) course:

1. South 23°10'10" West a distance of 154.42 feet;

To the Point of Ending, AND CONTAINING an area of 3,088 square feet (0.07 acres), more or less.

Together with;

**Centerline F:**

**COMMENCING** at a point on the intersection of the California-Nevada State Line and the northwesterly right-of-way line of Lake Parkway (Loop Road), from which a General Land Office (GLO) Brass Cap monument, also on said State Line, stamped "1946", shown on Parcel Map Document #361489 of Official Records of Douglas County, bears South 47°51'50" East a distance of 487.96 feet. Thence, North 20°09'20" West a distance of 557.67 feet to the northerly right of way line of Lake Parkway and the **TRUE POINT OF BEGINNING**.

Thence the following four (4) courses:

1. North 49°12'35" West a distance of 79.82 feet;
2. North 09°40'36" East a distance of 102.59' feet;
3. North 10°02'31" East a distance of 68.82' feet;
4. North 14°49'44" West a distance of 138.77 feet;

To the Point of Ending, AND CONTAINING an area of 7,800 square feet (0.18 acres), more or less.

**Description Basis of Bearing:**

The basis of bearings for this survey was established from found monuments on the California-Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on Parcel Map Document #361489, Official Records of Douglas County, Nevada, from which a GLO brass cap monument stamped "1946" bears North 47°51'50" West a distance of 1751.52 feet.

End of this Description.

Prepared by: Welsh Hagen Associates  
5490 Longley Lane  
Reno, NV 89511  
(775) 853-7776



