



KAREN ELLISON, RECORDER

After Recordation Return to:

Edgewood Water Co.  
Attn: Bobby King  
P.O. Box 5400  
Stateline, Nevada 89449

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 WATER FACILITIES AND ACCESS THERETO**

THIS INDENTURE, made and entered into this 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 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 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 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.

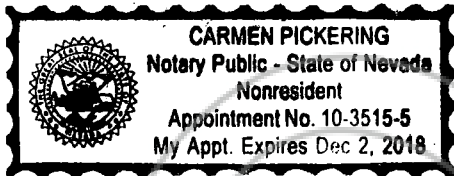
GRANTOR:

EDGEWOOD COMPANIES, a Nevada corporation, formerly known as Park Cattle Co.

By: [Signature]  
Name: Charles W. Scharer  
Its: CEO and President

STATE OF NEVADA )  
                                  )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me this 13 day of September, 2015 by CHARLES W. SCHARER as CEO and President of Edgewood Companies, a Nevada corporation, formerly known as Park Cattle Co.



[Signature]  
NOTARY PUBLIC

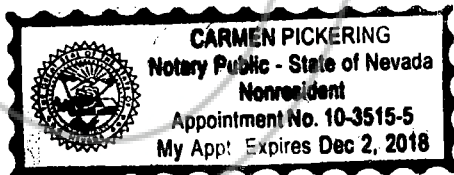
GRANTEE:

EDGEWOOD WATER CO.

By: [Signature]  
Name: ROBERT KING  
Its: General Manager

STATE OF NEVADA )  
                                  )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2015 by Robert King as General Manager of Edgewood Water Co.



[Signature]  
NOTARY PUBLIC

# EXHIBIT A

## Edgewood Water Company Private Treated Water 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 42°25'23" East a distance of 1178.57 feet to the northerly right of way line of Lake Parkway and the **TRUE POINT OF BEGINNING**.

Thence the following five (5) courses:

1. North 86°42'06" West a distance of 68.62 feet;
2. North 83°01'37" West a distance of 94.05 feet;
3. North 82°42'16" West a distance of 451.60 feet;
4. North 80°55'16" West a distance of 272.47 feet;
5. North 84°04'28" West a distance of 199.52 feet,

To the Point of Ending, AND CONTAINING an area of 21,725 square feet (0.50 acres), more or less.

Together with;

### Centerline B:

**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 25°43'30" East a distance of 380.51 feet to the **TRUE POINT OF BEGINNING**.

Thence the following forty-seven (47) courses:

1. North 59°13'59" West a distance of 35.42 feet;
2. North 70°11'41" West a distance of 269.33 feet;
3. North 42°06'40" West a distance of 31.60 feet;
4. North 32°55'53" West a distance of 74.62 feet;
5. North 56°15'39" West a distance of 70.06 feet;
6. North 33°45'39" West a distance of 38.06 feet;
7. North 11°14'21" East a distance of 39.96 feet to a point henceforth described as "Water Line Intersection Point A";
8. North 80°18'34" West a distance of 46.01 feet;
9. North 35°09'10" West a distance of 115.63 feet;
10. North 59°38'59" West a distance of 22.33 feet;
11. North 12°34'09" West a distance of 60.61 feet;

- 
12. South 56°19'50" West a distance of 98.43 feet;
  13. North 83°44'09" West a distance of 17.06 feet;
  14. North 35°18'07" West a distance of 18.71 feet;
  15. North 85°23'22" West a distance of 82.36 feet;
  16. North 32°36'01" West a distance of 27.50 feet;
  17. North 13°45'47" West a distance of 92.99 feet;
  18. North 17°44'05" West a distance of 68.00 feet;
  19. North 22°15'29" West a distance of 77.30 feet;
  20. North 08°30'48" East a distance of 68.11 feet;
  21. North 57°15'42" West a distance of 39.03 feet;
  22. North 66°42'40" West a distance of 58.56 feet;
  23. North 54°01'59" West a distance of 119.29 feet;
  24. North 05°07'13" West a distance of 229.02 feet;
  25. North 17°02'28" East a distance of 37.66 feet;
  26. South 73°45'56" East a distance of 84.45 feet;
  27. North 57°09'08" East a distance of 77.37 feet;
  28. South 80°10'37" East a distance of 60.34 feet;
  29. North 55°23'56" East a distance of 151.03 feet;
  30. North 77°37'04" East a distance of 213.99 feet;
  31. South 57°17'37" East a distance of 87.40 feet;
  32. South 74°55'48" East a distance of 24.99 feet;
  33. North 88°58'20" East a distance of 32.29 feet;
  34. North 59°20'02" East a distance of 58.91 feet;
  35. North 79°19'42" East a distance of 25.76 feet;
  36. South 54°46'58" East a distance of 80.96 feet;
  37. South 46°02'37" East a distance of 45.06 feet;
  38. South 46°02'37" East a distance of 40.74 feet;
  39. South 48°57'43" East a distance of 44.72 feet;
  40. South 33°57'08" East a distance of 59.63 feet;
  41. South 25°02'49" East a distance of 47.85 feet;
  42. South 18°37'49" East a distance of 193.98 feet;
  43. South 35°17'08" East a distance of 160.25 feet;
  44. South 73°34'45" East a distance of 211.79 feet;
  45. South 62°48'47" East a distance of 159.42 feet;
  46. South 13°24'23" East a distance of 26.03 feet;
  47. South 18°36'48" West a distance of 17.41 feet to a point of intersection with said "Centerline A";

To the Point of Ending, AND CONTAINING an area of 74,840 square feet (1.72 acres), more or less.

Together with;

**Centerline C:**

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

Thence the following nineteen (19) courses:

1. North 11°14'21" East a distance of 69.12 feet;
2. North 00°26'52" West a distance of 40.57 feet;
3. North 12°58'52" West a distance of 53.28 feet;
4. North 39°49'52" West a distance of 28.73 feet;
5. North 24°38'20" West a distance of 36.33 feet;
6. North 02°30'37" West a distance of 68.03 feet;
7. North 03°55'19" East a distance of 75.14 feet to a point of intersection with said "Centerline A";
8. North 03°55'19" East a distance of 19.51 feet;
9. North 20°47'35" East a distance of 48.89 feet;
10. North 10°58'11" East a distance of 42.38 feet;
11. North 35°04'09" West a distance of 39.79 feet;
12. North 57°34'09" West a distance of 56.33 feet;
13. North 12°34'09" West a distance of 68.07 feet;
14. North 77°25'51" East a distance of 113.94 feet;
15. North 32°46'14" East a distance of 42.29 feet;
16. North 23°47'23" East a distance of 54.29 feet;
17. North 64°23'48" East a distance of 97.05 feet;
18. North 21°31'14" East a distance of 88.44 feet;
19. North 43°57'23" East a distance of 72.76 feet to a point of intersection with said "Centerline B"

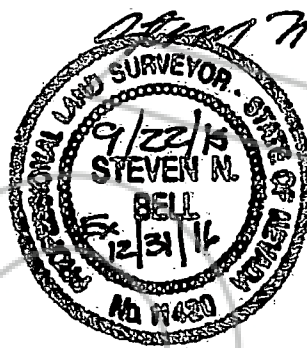
To the Point of Ending, AND CONTAINING an area of 22,292 square feet (0.51 acres), more or less.

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.

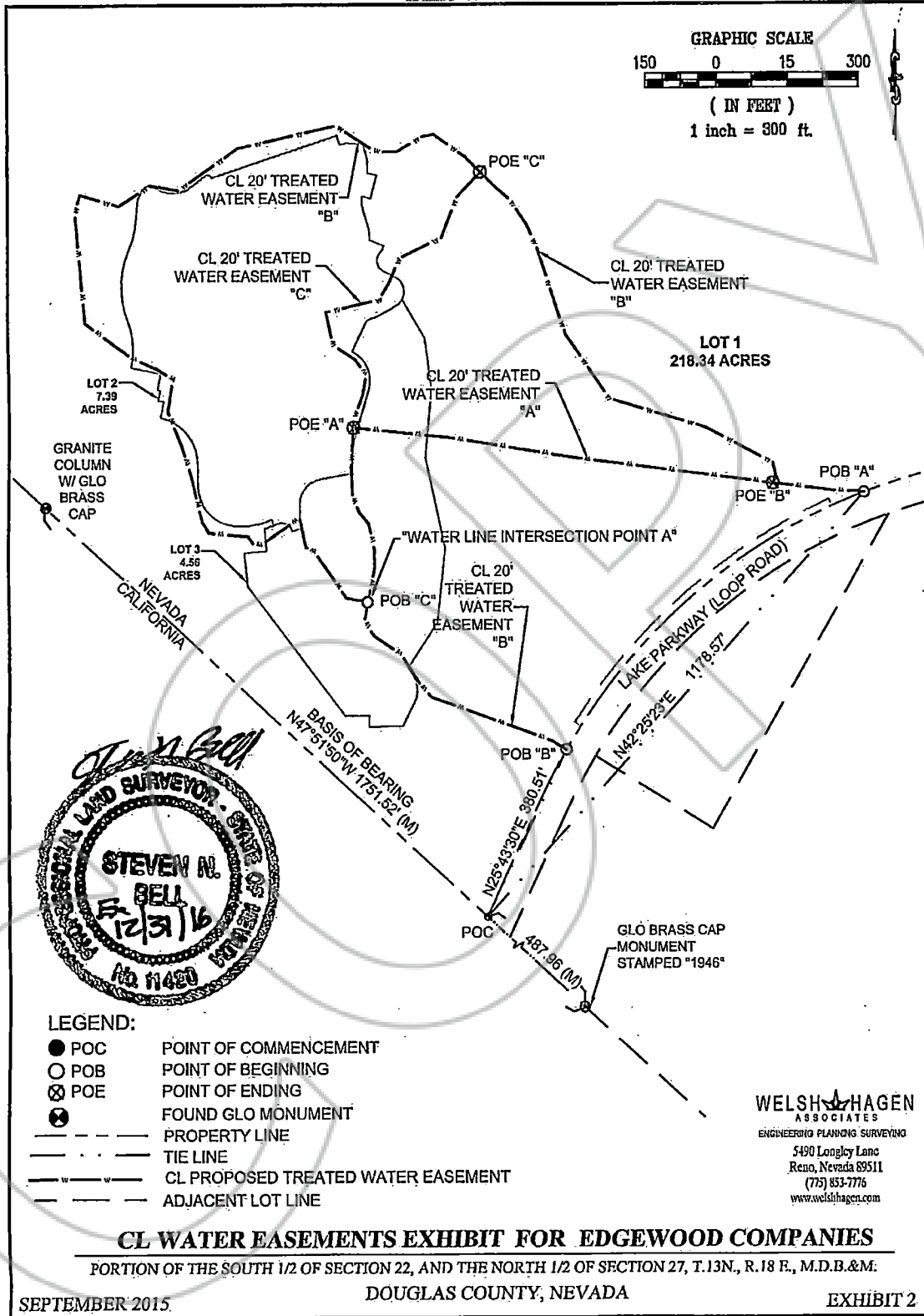
End of this Description.

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

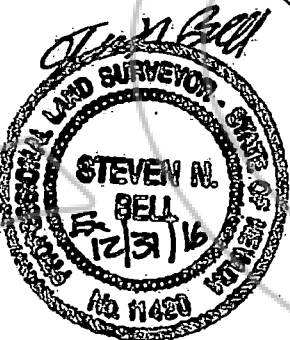




# EXHIBIT B



GRAPHIC SCALE  
 150 0 15 300  
 ( IN FEET )  
 1 inch = 300 ft.



- LEGEND:**
- POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING
  - ⊗ POE POINT OF ENDING
  - ⊙ FOUND GLO MONUMENT
  - PROPERTY LINE
  - - - TIE LINE
  - w-w- CL PROPOSED TREATED WATER EASEMENT
  - - - ADJACENT LOT LINE

**WELSH HAGEN ASSOCIATES**  
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 5490 Longley Lane  
 Reno, Nevada 89511  
 (775) 853-7776  
 www.welshhagen.com

**CL WATER EASEMENTS EXHIBIT FOR EDGEWOOD COMPANIES**

PORTION OF THE SOUTH 1/2 OF SECTION 22, AND THE NORTH 1/2 OF SECTION 27, T.13N., R.18 E., M.D.B.&M.

DOUGLAS COUNTY, NEVADA

SEPTEMBER 2015.

EXHIBIT 2