



KAREN ELLISON, RECORDER

APN #: 1318-27-001-005

Recording Requested By/Return To:

Southwest Gas Corporation

P.O. Box 1190

Carson City, Nevada 89702-1190

Att: Theresa Economy 24A-580

DOCUMENTARY TRANSFER TAX \$

() Computed on full value of property conveyed.

() Computed on full value less liens & encumbrances remaining thereon at time of sale.

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

Signature of individual determining tax

GRANT OF EASEMENT FOR NATURAL GAS FACILITIES AND ACCESS THERETO

THIS EASEMENT, made and entered into this 22 day of October, 2015 (the "Effective Date") by and between PARK CATTLE CO., now known as EDGEWOOD COMPANIES, a Nevada corporation (hereinafter referred to as "Grantor"), and SOUTHWEST GAS CORPORATION, a California corporation (hereinafter referred to as "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00), 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 and assigns, a permanent easement in gross for the installation and maintenance of a natural gas pipeline and appurtenances (the "Natural Gas Facilities"), across, over, under and through the property, more fully described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof (the "Easement Property").

2. **Access.** Grantee and its authorized contractors and business invitees shall have at all times ingress to and egress from the Easement Property over existing roads for the purpose of constructing, inspecting, repairing, and maintaining the Natural Gas Facilities and the removal or replacement of same, in whole or in part, at will.

3. **Maintenance.** Subject to Paragraph 6 below, Grantee shall maintain the Easement Property and Natural Gas Facilities in a clean and safe manner, and shall be

responsible for any damage 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 Natural Gas 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 reasonably the same as their condition 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 Natural Gas Facilities, including, without limitation, the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the same by Grantee; excluding any loss, claim, damage, or liability resulting from or related to the negligence or willful misconduct of Grantor, or of its officers, agents or employees.

5. **No Interference.** (a) 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 road or driveway purposes 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. (b) Grantor shall keep the Easement Property free of all brush, debris, combustible materials. (c) Except for temporary uses, such as for event parking, Grantor shall not idle, store or otherwise cause to remain in place on or within the Easement Property vehicles, equipment, materials, parts or inventory. In the event that Grantee must access the Natural Gas Facilities during such periods of temporary use, Grantee may move or have moved or removed, at Grantor's expense, any such vehicles, equipment, materials, parts or inventory.

6. In no event shall Grantor, or those persons or entities allowed onto the Easement Property change or alter the final grade and depth of cover over the Natural Gas Facilities at the completion of construction and restoration activities, either by accretion, removal, erosion, or subsidence. If, as a result of Grantor's actions or inactions, or the actions or inactions of those other persons or entities Grantor allows onto the Easement Property, the grade or depth of cover for the Natural Gas Facilities are changed or altered, then Grantor, at Grantor's expense, shall restore the Easement Property to reasonably the same final grade established at completion of Grantee's construction.

7. Other than for pre-existing uses and encumbrances as of the effective date of this Easement, no other easements, licenses, leases, permissions or the like may be granted to any other person or entity by Grantor within the Easement Property if such grants interfere with the use by Grantee of the Easement or the exercise of Grantee's rights under this Agreement

8. **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 Natural Gas 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 reasonably the same as its condition prior to such removal.

9. **Relocation of Easement Property and Natural Gas Facilities.** Grantor may, at any time, request the relocation of the Easement Property and Natural Gas 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 thereof; (ii) Grantor conveys to Grantee an easement 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 Grantor's 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 Natural Gas Facilities, whether on or off Grantor's property, including design costs and retirement of existing facilities.

10. **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 natural gas purveyor to Grantor's property in whole or in part, which assignment shall not terminate the easement notwithstanding its characterization as an "in gross" grant; and shall be binding on the successors and assigns of Grantor.

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 10, above.

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: [Signature]

Name: Charles W. Scharer

Its: CEO and President

STATE OF NEVADA)

ss.

COUNTY OF DODGE)

This instrument was acknowledged before me this 22 day of October,
2015 by CHARLES W. SCHARER as CEO and President of Park Cattle Company, now
known as Edgewood Companies, a Nevada corporation.



[Signature]
NOTARY PUBLIC

GRANTEE:

SOUTHWEST GAS CORPORATION

By: [Signature]

Name: Bradford T. Harris

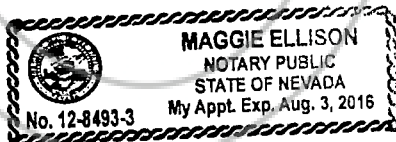
Its: Vice President / Northern Nevada

STATE OF Nevada)

ss.

COUNTY OF Carson City)

This instrument was acknowledged before me this 10 day of November
2015 by Bradford Harris as Vice President, NNVD Division of Southwest Gas
Corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT 'A'

**Edgewood Companies
10' SW Gas Easement
Legal Description**

REAL PROPERTY in the County of Douglas, State of Nevada, being a portion of the North 1/2 of Section 27, and the North 1/2 of Section 26, Township 13 North, Range 18 East, M.D.B.& M., within a 10.00 feet wide strip of land, lying 5.00 feet on each side of the following described centerlines:

COMMENCING at the northerly point of the northeasterly curve at the intersection of U.S. Highway 50 right-of-way and Lake Parkway, from which a General Land Office (GLO) Brass Cap monument on the California-Nevada State Line stamped "1946" and shown on Parcel Map 27-13-18 of Official Records of Douglas County, also being Document #361489 of Official Records of Douglas County bears S59°20'49"W a distance of 2056.47 feet. Thence, North 28°50'40" East a distance of 687.46 feet to a point on the eastern right-of-way line of U.S. Highway 50, said point being the **POINT OF BEGINNING**;

Thence, the following ten (10) courses:

1. South 04°15'27" West a distance of 24.21 feet;
2. Thence South 32°15'32" East a distance of 11.78 feet;
3. Thence South 69°20'32" East a distance of 237.07 feet;
4. Thence South 66°39'12" East a distance of 54.29 feet;
5. Thence South 66°39'12" East a distance of 98.73 feet;
6. Thence South 66°16'16" East a distance of 171.26 feet;
7. Thence South 63°43'16" East a distance of 127.70 feet;
8. Thence South 49°42'17" East a distance of 97.93 feet;
9. Thence South 41°24'25" East a distance of 52.52 feet;
10. Thence South 08°08'07" East a distance of 31.29 feet,

To the **Point of Termination** and containing 9,067 square feet or 0.21 acres, more or less.

Together with:

COMMENCING at the northerly point of the northeasterly curve at the intersection of U.S. Highway 50 right-of-way and Lake Parkway, from which a General Land Office (GLO) Brass Cap monument on the California-Nevada State Line stamped "1946" and shown on Parcel Map 27-13-18 of Official Records of Douglas County, also being Document #361489 of Official Records of Douglas County bears S59°20'49"W a distance of 2056.47 feet. Thence, North 52°42'24" East a distance of 764.02 feet to a point on the centerline of the first described 10' Natural Gas Line Easement per this Exhibit 'A', said point being the **POINT OF BEGINNING**;



EXHIBIT 'A'

Thence, the following four (4) courses:

1. North 29°38'03" East a distance of 89.01 feet;
2. Thence North 44°05'43" East a distance of 179.28 feet;
3. Thence South 49°50'45" East a distance of 67.13 feet;
4. Thence South 26°53'23" West a distance of 7.23 feet,

To the Point of Termination and containing 3,426 square feet or 0.08 acres, more or less.

Together with:

COMMENCING at the northerly point of the northeasterly curve at the intersection of U.S. Highway 50 right-of-way and Lake Parkway, from which a General Land Office (GLO) Brass Cap monument on the California-Nevada State Line stamped "1946" and shown on Parcel Map 27-13-18 of Official Records of Douglas County, also being Document #361489 of Official Records of Douglas County bears S59°20'49"W a distance of 2056.47 feet. Thence, North 77°19'10" East a distance of 1070.54 feet to a point on the centerline of the first described 10' Natural Gas Line Easement per this Exhibit 'A', said point being the **POINT OF BEGINNING**;

Thence, the following four (3) courses:

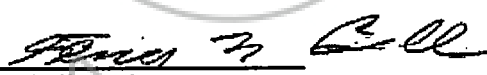
5. North 46°24'23" East a distance of 29.41 feet;
6. Thence North 34°36'16" East a distance of 66.33 feet;
7. Thence North 28°11'37" East a distance of 37.57 feet,

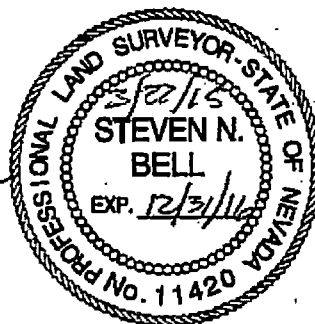
To the Point of Termination and containing 1,336 square feet or 0.03 acres, more or less.

Description Basis of Bearing:

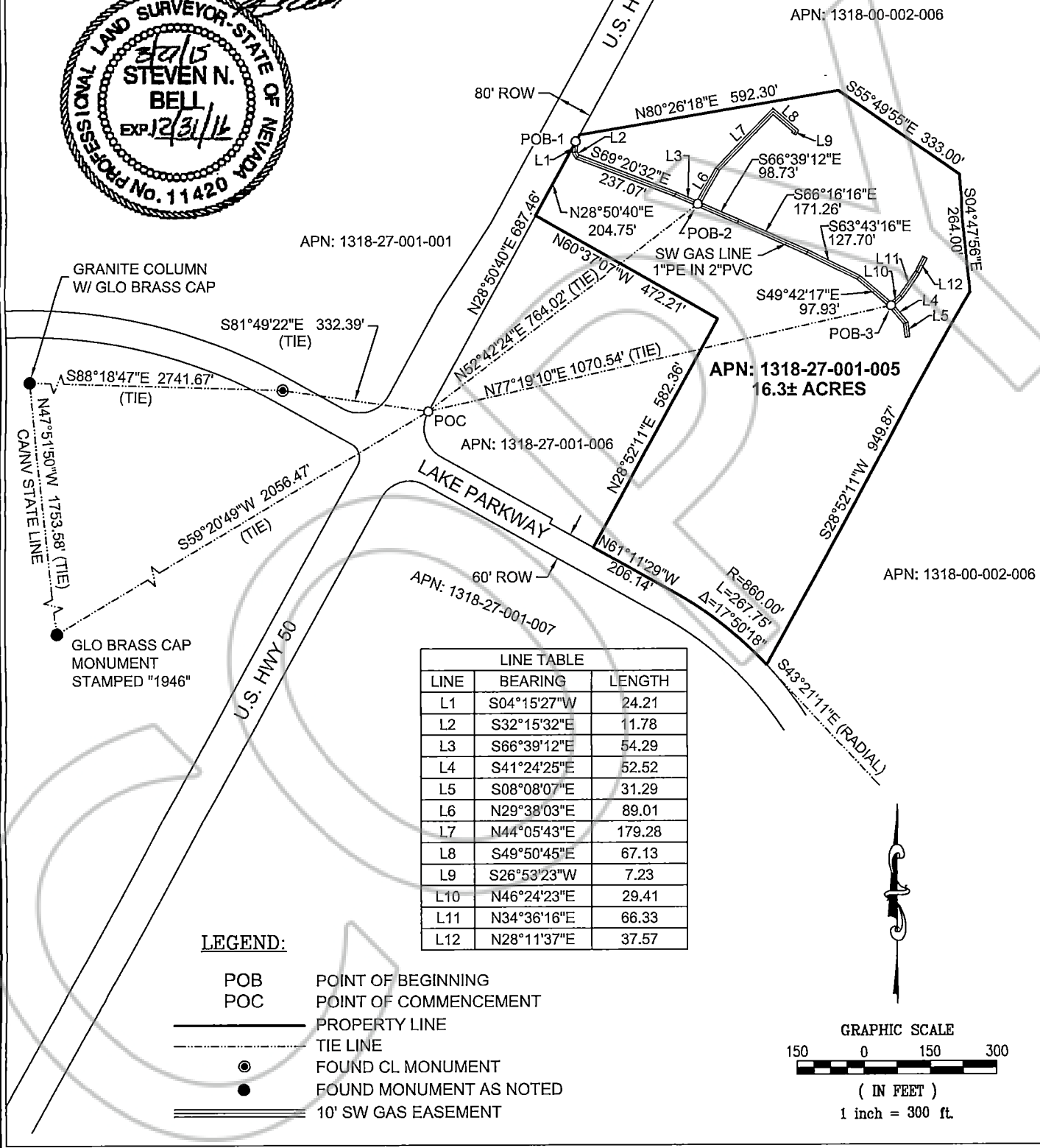
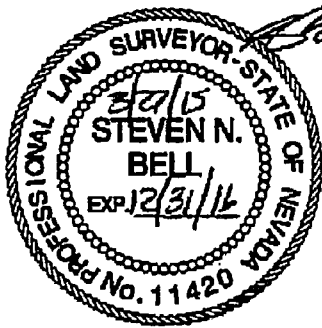
The basis of bearing is NAD83/2013, established by GPS static observation. The record bearings were rotated to found GLO monuments along State Line bearing North 47°51'50" West a distance of 1753.58 feet apart.

Welsh Hagen Associates
5490 Longley Lane
Reno, NV 89511


Steven N. Bell, PLS 11420
Expires: 12/31/16



REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE NORTH 1/2 OF SECTION 27, AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.& M.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°15'27"W	24.21
L2	S32°15'32"E	11.78
L3	S66°39'12"E	54.29
L4	S41°24'25"E	52.52
L5	S08°08'07"E	31.29
L6	N29°38'03"E	89.01
L7	N44°05'43"E	179.28
L8	S49°50'45"E	67.13
L9	S26°53'23"W	7.23
L10	N46°24'23"E	29.41
L11	N34°36'16"E	66.33
L12	N28°11'37"E	37.57

LEGEND:

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PROPERTY LINE
- TIE LINE
- FOUND CL. MONUMENT
- FOUND MONUMENT AS NOTED
- 10' SW GAS EASEMENT

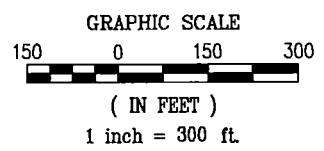


EXHIBIT "B"
EDGEWOOD FRIDAY STATION
SW GAS 10' EASEMENT