

After Recordation Return to:

Edgewood Water Co.
Attn: Patrick McKay
P.O. Box 5400
Stateline, Nevada 89449



KAREN ELLISON, RECORDER

A.P.N.: 1318-27-001-006; 1318-00-002-006

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 INGRESS AND EGRESS TO WATER FACILITIES

THIS GRANT OF EASEMENT, made and entered into this 27 day of June, 2018 by and between EDGEWOOD COMPANIES, a Nevada corporation, formerly known as Park Cattle Co. (hereinafter referred to as "Grantor"), and EDGEWOOD WATER CO. (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. Since about 1965, Grantee has operated a public utility water system at Stateline, Lake Tahoe, Douglas County, Nevada;
- C. Since 1965, certain of Grantee's water facilities (the "Water Facilities") have been located on the Grantor Property pursuant to agreements between Grantor and Grantee.
- D. Since 1965, Grantee and its agents and employees have had the right of ingress to and egress from the Water Facilities on the Grantor Property.
- E. 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 and assigns, a permanent and non-exclusive easement in gross and right-of-way to grade, level, fill, drain, pave, build, maintain, repair and rebuild a road (the "Road"), together with such bridges, culverts, ramps and cuts as may be necessary, on, over, 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") for purposes of ingress to and egress from Grantor's present and future Water Facilities located on the Grantor Property for all purposes, including, but not limited to, constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities by Grantee.

2. **Maintenance.** Grantee shall maintain the Easement Property 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. 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.

3. **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, including, without limitation, the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Road by Grantee.

4. **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.

5. **Removal of Obstructions.** 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 Road.

6. **Relocation of Easement Property and Water Facilities.** Grantor may, at any time, request the relocation of the Easement Property 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 ingress to and egress from the Water Facilities; (ii) Grantor conveys to Grantee easements in the new location and in form and substance substantially similar to this agreement; and (iii) Grantor pays for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation and improvement of the Road, including design and improvement costs.

7. **Compliance with Law.** The activities of Grantee, its successors and assigns, in connection with the easement granted hereby shall be (A) accomplished in a good and workmanlike manner, in accordance with all applicable laws, ordinances, regulations, and this Agreement; (b) Grantee shall obtain all licenses, permits and other governmental approvals required by law in connection with its activities to be undertaken on the Easement Property; and (C) Grantee shall maintain the Road in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Agreement.

8. **Liens.** Grantee, its successors and assigns, will not create or permit to exist any lien or other encumbrance on the Grantor Property resulting from any acts or omission by Grantee, its successors and assigns, with respect to construction, inspection, cleaning, maintenance, operation, repair and reconstruction of the Road or any other work performed thereon by Grantee, its successors and assigns, and if as a result of the failure of the Grantee, or its successors and assigns, to pay any amount for any such acts, Grantor may, but will not be required to, pay such sum as is required to obtain discharge of the lien, or obtain the discharge of the lien by deposit or bonding; if Grantor does so, Grantee, its successors and assigns, will pay Grantor, promptly on demand, the entire sum spent by Grantor, plus Grantor's reasonable expenses, including reasonable attorneys' fees, in connection with obtaining discharge of the lien and collecting from Grantee, its successors and assigns, any sum so paid by Grantor; provided, however, that Grantor shall not be entitled to obtain the discharge of any such lien at the expense of Grantee, its successors and assigns, so long as Grantee, its successors and assigns, is contesting in good faith its obligation to pay such amount and is diligently prosecuting an appropriate action to have any such lien removed and no real property of Grantor is at risk of loss.

9. **Grantee's Indemnity.** Grantee, its successors and assigns, will indemnify, defend and hold the Grantor financially free and harmless against and from, any and all claims arising from the inspection, maintenance, operation, repair and reconstruction of the Road or other work performed by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, on the Grantor Property or the failure of Grantee, its agents, employees and representatives, their successors and assigns, to perform or comply with its obligations under this Grant of Easement, including, but not limited to, (A) any and all claims for loss or damage arising from the condition of the Road and Easement Property or other work performed by or on behalf of Grantee, its successors and assigns, on the Grantor Property, (B) any claim by Grantor as a result of any damage to the Grantor Property but outside the Easement Property suffered by Grantor, by reason of the construction, inspection, cleaning, maintenance. operation, repair and reconstruction of the Road and Easement Property or any work performed by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, on the Grantor Property or

performance of any other rights hereunder by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, and (C) all liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such claim or any action or proceeding brought by a third party against Grantor by reason of any such claim. Grantor will promptly notify Grantee, its successors and assigns, of the commencement of the action or proceeding and will offer Grantee, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

10. **Waivers.** The waiver by any party hereto of a breach or default of any provision of this Grant of Easement shall not operate or be construed as a waiver of any other or subsequent breach, or future compliance with all the terms of this Grant of Easement, including the provision waived, and all provisions shall remain in full force and effect as to future performances.

11. **Notices.** All notices and other communications which are required or permitted under this Grant of Easement shall be in writing and shall be effective when personally delivered, by courier service, facsimile, or when addressed:

EDGEWOOD COMPANIES

Edgewood Companies
Attn: President and CEO
212 Elks Point Road, Suite 230
P.O. Box 2249
Stateline, Nevada 89449
FAX: 775- 586-2798

EDGEWOOD WATER COMPANY

Edgewood Water Company
Attn: General Manager
30 U.S. Highway 50
P.O. Box 5400
Stateline, Nevada 89449
FAX: 775-580-7033

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either Grantee or Grantor may, by notice to the other given as herein stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by registered or certified mail or facsimile shall be deemed communicated as of actual receipt.

12. **Entire Agreement; Amendments.** This Grant of Easement and the Exhibits attached hereto and made a part hereof constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede any and all prior agreements and undertakings, oral or written, concerning the subject matter hereof. This Grant of Easement may not be amended or modified orally, and may only be amended or modified by a writing signed by the parties hereto.

13. **Benefits.** Except as expressly provided in this Grant of Easement, nothing in this Grant of Easement, expressed or implied, is intended to or shall confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Grant of Easement.

14. **Headings.** The headings contained in this Grant of Easement are for reference purposes only, and shall not affect the meaning or interpretation of this Grant of Easement.

15. **Rules of Construction.** In this Grant of Easement, unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender.

16. **Governing Law and Venue.** This Grant of Easement is to be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

17. **Attorneys' Fees.** The prevailing party in any proceedings arising in connection with this Grant of Easement shall be entitled to reimbursement for its reasonable costs incurred in connection therewith, including attorneys' fees.

18. **Successors and Assigns.** This Grant of Easement and all terms and provisions stated herein shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and upon the successors in title to the Easement Property.


19. **Approvals.** Whenever the approval or consent of the Grantor or the Grantee is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within 60 (sixty) days that it will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the 61st day.

[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: 
Name: John McLaughlin
Its: CEO and President

STATE OF NEVADA)
)
) ss.
COUNTY OF DOUGLAS)

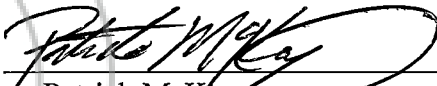
This instrument was acknowledged before me this 27th day of June, 2018 by JOHN McLAUGHLIN as CEO and President of Edgewood Companies, a Nevada corporation, formerly known as Park Cattle Co.




NOTARY PUBLIC

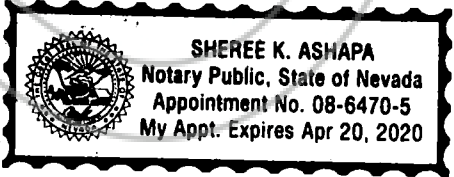
GRANTEE:

EDGEWOOD WATER CO.

By: 
Name: Patrick McKay
Its: General Manager

STATE OF NEVADA)
)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this 27 day of June, 2018 by PATRICK McKAY as General Manager of Edgewood Water Co.




NOTARY PUBLIC

EXHIBIT 'A'

Edgewood Water Company Road Easement Legal Description

REAL PROPERTY in the County of Douglas, State of Nevada, being a portion of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B. & M., within a 20.00 feet wide strip of land, lying 10.00 feet on each side of the following described centerline:

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 Document #361489 of Official Records of Douglas County bears South 59°20'49" West a distance of 2056.47 feet. Thence along the eastern right of way of U.S. Highway 50, North 28°50'40" East a distance of 643.26 feet to the **POINT OF BEGINNING**;

Thence, the following forty-one (41) courses:

1. South 69°40'27" East a distance of 97.42 feet;
2. South 70°20'09" East a distance of 211.85 feet;
3. South 62°39'41" East a distance of 146.36 feet;
4. South 67°24'15" East a distance of 124.56 feet;
5. South 65°11'50" East a distance of 136.06 feet;
6. South 47°43'09" East a distance of 95.77 feet;
7. South 38°12'40" East a distance of 76.16 feet;
8. South 22°04'23" East a distance of 38.61 feet;
9. South 21°01'51" East a distance of 44.96 feet;
10. Along a tangent curve to the left having a radius of 142.40 feet, an arc length of 47.15 feet, and an internal angle of 18°58'19";
11. South 40°00'10" East a distance of 220.26 feet;
12. South 49°30'06" East a distance of 41.68 feet;
13. South 69°40'43" East a distance of 58.06 feet;
14. Along a tangent curve to the right having a radius of 155.03 feet, an arc length of 82.73 feet and an internal angle of 30°34'30";
15. South 39°06'13" East a distance of 80.29 feet;
16. South 35°26'29" East a distance of 120.58 feet;
17. South 26°50'39" East a distance of 151.36 feet;
18. Along a tangent curve to the right having a radius of 144.38 feet, an arc length of 87.74 feet and an internal angle of 34°49'05";
19. South 07°58'26" West a distance of 71.06 feet;
20. South 08°55'42" East a distance of 62.91 feet;
21. South 03°11'14" East a distance of 32.88 feet;
22. Along a tangent curve to the right having a radius of 329.26 feet, an arc length of 191.91 feet and an internal angle of 33°23'39";

EXHIBIT 'A'

23. South 30°12'26" West a distance of 157.46 feet;
24. Along a tangent curve to the left having a radius of 72.47 feet, an arc length of 106.19 feet and an internal angle of 83°57'23";
25. South 53°34'55" East a distance of 64.84 feet;
26. Along a tangent curve to the right having a radius of 118.39 feet, an arc length of 134.93 feet and an internal angle of 65°17'59";
27. South 11°43'04" West a distance of 94.88 feet;
28. South 01°56'45" West a distance of 28.83 feet;
29. Along a tangent curve to the left having a radius of 149.83 feet, an arc length of 113.86 feet and an internal angle of 43°32'18";
30. South 41°35'33" East a distance of 110.77 feet;
31. Along a tangent curve to the right having a radius of 483.27 feet, an arc length of 128.12 feet and an internal angle of 15°11'24";
32. South 26°24'09" East a distance of 48.45 feet;
33. South 32°24'04" East a distance of 183.15 feet;
34. South 35°53'29" East a distance of 67.40 feet;
35. South 39°23'16" East a distance of 109.51 feet;
36. South 35°06'00" East a distance of 46.63 feet;
37. Along a tangent curve to the right having a radius of 88.76 feet, an arc length of 49.42 feet and an internal angle of 31°54'10";
38. South 03°11'50" East a distance of 19.05 feet;
39. South 17°22'53" East a distance of 35.95 feet;
40. South 29°07'18" East a distance of 25.85 feet,
41. South 35°26'25" East a distance of 78.40 feet to a point on the East line of Park Cattle Company Douglas County Assessor Parcel No. 1318-00-002-006.

To the **Point of Termination** and containing 76,480 square feet or 1.76 acres, more or less.

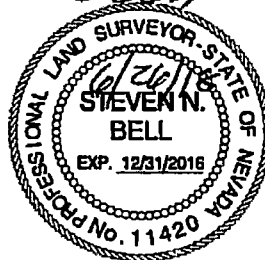
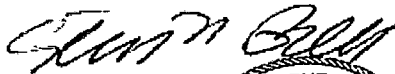
Description Basis of Bearing:

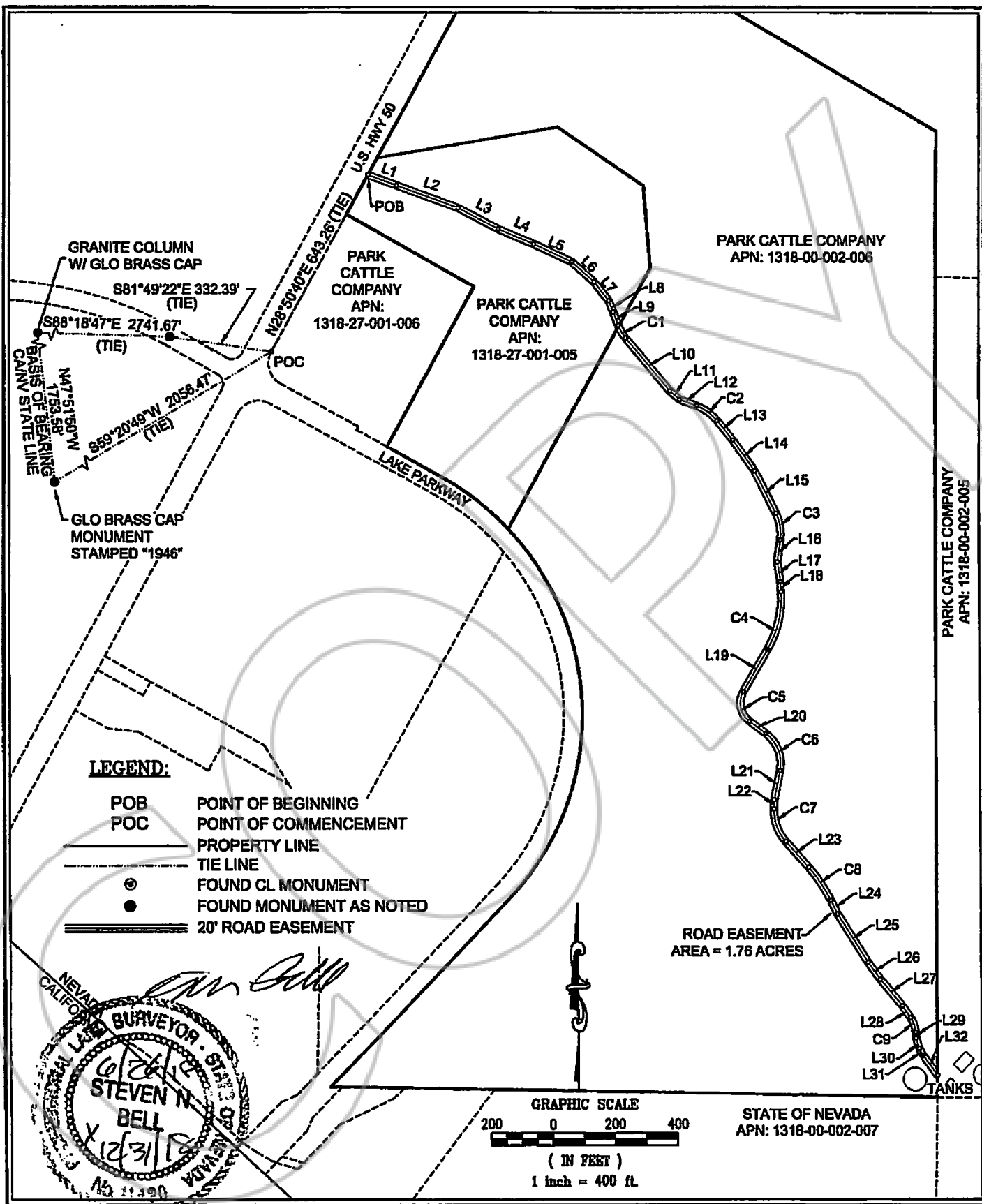
The basis of bearings for this survey was established from found monuments on the California-Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on Parcel Map Document #361489, Official Records of Douglas County, Nevada, from which a GLO brass cap 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

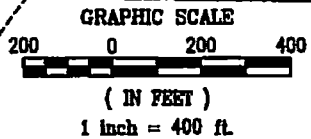
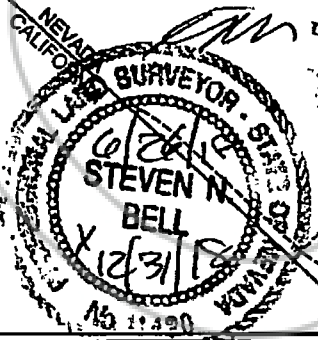
Steven N. Bell, PLS 11420 exp. 12/31/16





LEGEND:

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PROPERTY LINE
- - - - - TIE LINE
- ⊙ FOUND CL MONUMENT
- FOUND MONUMENT AS NOTED
- ==== 20' ROAD EASEMENT



STATE OF NEVADA
APN: 1318-00-002-007

EXHIBIT "B"
EDGEWOOD WATER COMPANY
ROAD EASEMENT

SHEET 1 OF 2

DOUGLAS COUNTY

NEVADA

ROAD EASEMENT TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°40'27"E	97.42'
L2	S70°20'09"E	211.85'
L3	S62°39'41"E	146.36'
L4	S67°24'15"E	124.52'
L5	S65°11'50"E	136.06'
L6	S47°43'09"E	95.77'
L7	S38°12'40"E	76.16'
L8	S22°04'23"E	38.61'
L9	S21°01'51"E	44.96'
L10	S40°00'10"E	220.26'
L11	S49°30'06"E	41.68'
L12	S69°40'43"E	58.06'
L13	S39°06'13"E	80.29'
L14	S35°26'29"E	120.58'
L15	S26°50'39"E	151.36'
L16	S07°58'26"W	71.06'
L17	S08°55'42"E	62.91'
L18	S03°11'14"E	32.88'
L19	S30°12'26"W	157.46'
L20	S53°34'55"E	64.84'
L21	S11°43'04"W	94.88'
L22	S01°56'45"W	28.83'
L23	S41°35'33"E	110.77'
L24	S26°24'09"E	48.45'
L25	S32°24'04"E	183.15'
L26	S35°53'29"E	67.40'
L27	S39°23'16"E	109.51'
L28	S35°06'00"E	46.63'
L29	S03°11'50"E	19.05'
L30	S17°22'53"E	35.95'
L31	S29°07'18"E	25.85'
L32	S35°26'25"E	78.40'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	142.40'	47.15'	18°58'19"
C2	155.03'	82.73'	30°34'30"
C3	144.38'	87.74'	34°49'05"
C4	329.26'	191.91'	33°23'39"
C5	72.47'	106.19'	83°57'23"
C6	118.39'	134.93'	65°17'59"
C7	149.83'	113.86'	43°32'18"
C8	483.27'	128.12'	15°11'24"
C9	88.76'	49.42'	31°54'10"

EXHIBIT "B"
EDGEWOOD WATER COMPANY
ROAD EASEMENT

SHEET 2 OF 2