

After Recordation Return to:

Edgewood Water Co.
Attn: Patrick McKay
P.O. Box 1249
Zephyr Cove, Nevada 89449

A.P.N.: 1318-27-001-021



SHAWNYNE GARREN, RECORDER

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 15 day of ~~November~~ ^{December}, 2023 (the "Effective Date") by and between EDGEWOOD COMPANIES, a Nevada corporation, formerly known as Park Cattle Company (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. 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:

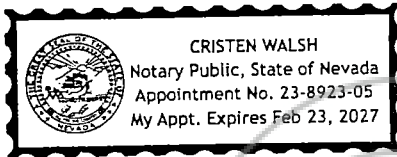
EDGEWOOD COMPANIES, a Nevada corporation, formerly known as Park Cattle Co.

By: *John McLaughlin*
Name: John McLaughlin
Its: CEO and President

STATE OF NEVADA)
)
COUNTY OF Douglas)

ss.

This instrument was acknowledged before me this 15 day of ~~November~~ December, 2023 by JOHN McLAUGHLIN as CEO and President of Edgewood Companies, a Nevada corporation, formerly known as Park Cattle Co.



C Walsh
NOTARY PUBLIC

GRANTEE:

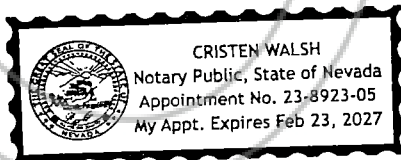
EDGEWOOD WATER CO.

By: *Patrick McKay*
Name: Patrick McKay
Its: General Manager

STATE OF NEVADA)
)
COUNTY OF Douglas)

ss.

This instrument was acknowledged before me this 15 day of ~~November~~ December, 2023 by PATRICK MCKAY as the General Manager of Edgewood Water Co.



C Walsh
NOTARY PUBLIC

CONSENT OF U.S. BANK NATIONAL ASSOCIATION

Pursuant to that certain First Loan Modification Agreement dated effective December 21, 2022, U.S. Bank National Association, a National Banking Association, hereby consents to the foregoing Grant of Easement For Water Facilities and Access Thereto.

in DECEMBER
Dated: ~~November~~ 7, 2023

U.S. BANK NATIONAL ASSOCIATION,
a national banking/association

By: *[Signature]*

Name: MICHAEL POLLOCK

Title: VICE PRESIDENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

December This Consent of U.S. Bank National Association was acknowledged before me this 7 day of ~~November~~, 2023 by Michael Pollock as Vice President of U.S. Bank National Association, a national banking association

[Signature]
NOTARY PUBLIC



EXHIBIT A

0344-107
10/04/23

**DESCRIPTION
20' WATERLINE EASEMENT
(Over A.P.N. 1318-27-001-021)**

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

A twenty-foot (20') strip of land for a waterline easement located within a portion of Section 27, Township 13 North, Range 18 East, Mount Diablo Meridian, lying 10 feet (10') on both sides of the following described centerline:

COMMENCING at the southwest corner of Parcel 1 as shown on the Record of Survey to Support a Boundary line Adjustment for Tahoe South Event Center Edgewood Companies filed for record October 21, 2020 in the office of Recorder, Douglas County, Nevada as Document No. 954911, said point falling on the east right-of-way of U.S. Highway 50;

thence leaving said east right-of-way of U.S. Highway 50, South 79°42'34" East, 244.58 feet to the **POINT OF BEGINNING**;

thence South 60°16'16" East, 11.69 feet;

thence North 76°08'21" East, 289.82 feet;

thence North 31°14'12" East, 45.04 feet;

thence North 76°11'15" East, 47.36 feet;

thence South 81°22'39" East; 14.99 feet to the **TERMINUS** of this description, containing 8,182.42 square feet or 0.18 acres, more or less.

The sidelines of the above-described strip of land shall be extended and shortened to terminate at the water facility access easement per Document No. 869984.

The Basis of Bearing of this description is identical to the Record of Survey to Support a Boundary line Adjustment for Tahoe South Event Center Edgewood Companies filed for record October 21, 2020 in the office of Recorder, Douglas County, Nevada as Document No. 954911.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423

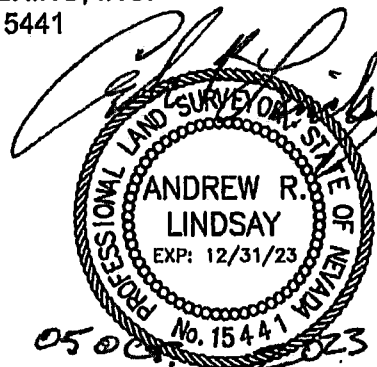
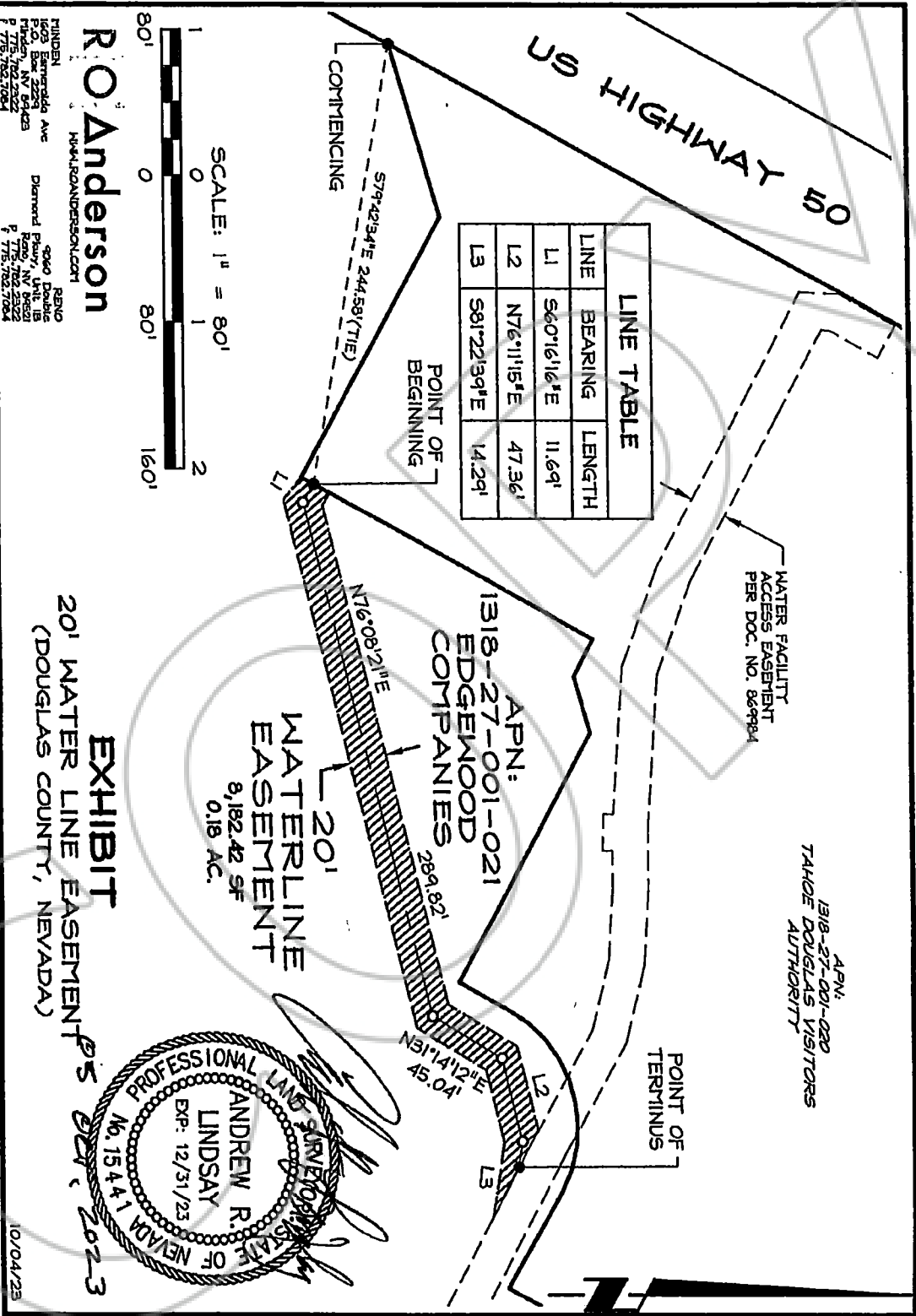


EXHIBIT B



\\vr-fp-02\Clients\Client Files\0344\0344-107\CAD\Survey\Exhibits\0344-107 WATER EASEMENT.dwg 10/4/2023 3:38:11 PM Rhina Kompy

EXHIBIT
201' WATER LINE EASEMENT
(DOUGLAS COUNTY, NEVADA)

PS
08/1/2023