

Official Record

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SOUTHERN NEVADA WATER AUTHORITY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$23.00

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Clark County APNs: 009-17-501-001;
009-17-501-002; 009-17-501-003;
009-22-201-001; 009-22-401-001;
009-10-201-001; 009-10-301-001; and
009-04-101-001

Lincoln County APNs:

8-201-03; 8-201-06; 8-201-08; 8-201-15;
8-201-19; 8-201-20; 8-201-21; 8-201-23;
8-201-24; 8-201-25; 8-201-27; 8-201-28;
8-201-29 and 8-201-30

Recording Requested by,
and when recorded,
Return to:

General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

AMENDMENT
TO
GRANT OF EASEMENT AGREEMENT
(General Easement)

THIS AMENDMENT TO GRANT OF EASEMENT AGREEMENT (General Easement) ("Amendment") is made as of the 5th day of March, 2008, by and between Coyote Springs Investment LLC, a Nevada limited liability company ("CSI"), and Southern Nevada Water Authority, a political subdivision of the State of Nevada, created by an Inter-Local Agreement on July 25, 1991, pursuant to Chapter 277, Nevada Revised Statutes ("SNWA"), with reference to that certain GRANT OF EASEMENT AGREEMENT (General Easement) by and between CSI, Harrich Investments, LLC, a Nevada limited liability company ("Harrich"), and SNWA ("General Easement") recorded May 27, 1998, in Book 980527, as Instrument No. 01054, Official Records, Clark County, Nevada, and recorded May 27, 1998, in Book 134, Page 506, as Instrument No. 111021, Official Records, Lincoln County, Nevada. Terms with initial capital letters used herein but not otherwise defined herein shall have the same meaning as set forth in the General Easement.

Recitals:

A. CSI is the successor in interest by assignment from Harrich, effective as of February 24, 1998, between the parties and approved by the Secretary of Interior by Decision dated September 17, 1998.



B. SNWA acquired certain water rights, real property and easements from CSI pursuant to that certain Agreement for the Purchase and Sale of Water Rights, Real Property and Easements by and between CSI and SNWA dated April 8, 1998 ("Purchase Agreement").

C. Pursuant to the Purchase Agreement SNWA was to receive from CSI a general easement for the purpose of establishing one or more well sites (each a "Supplemental Well Site" and collectively, the "Supplemental Well Sites") in the event the MX-5 Well was insufficient to produce the water rights acquired by SNWA pursuant to the Purchase Agreement, together with fifty foot wide access easements for underground water transmission line or lines, an access road, transmission of electric power and any other purposes necessary for the production and transmission of water from such future well sites.

D. There was no development activity occurring on either CSI's land or the lands held by Harrich under the Lease and located in the Coyote Spring Valley as described in Exhibits A and B to the General Easement ("CSI's Land") on the date of the recording of the General Easement.

E. CSI's Land consisted of and still consists of land owned in fee and lands leased from the United States that are administered by the Bureau of Land Management ("BLM") subject to reasonable conditions imposed by the United States Fish & Wildlife Service ("FWS") for the benefit of the desert tortoise and its habitat.

F. CSI's Land held in Clark County, Nevada by fee ownership or by lease were adjusted in 2005, as requested by FWS and agreed to by BLM and CSI, to consolidate fee lands along the west side and leased lands along the east side.

G. As a special condition under Department of Army Permit No. 200125042 ("CC 404 Permit") issued by the Army Corps of Engineers ("Corps") on May 25, 2006, CSI is obligated, subject to BLM's consent, to create the Coyote Springs Resource Management Area ("CSRMA") as an encumbrance on the leased lands located in Clark County to ensure that functions and values of the aquatic environment are protected within waters of the United States ("WOUS") of the Pahrnagat Wash channel and the adjacent watershed to the east.

H. In accordance with the pending Coyote Springs Multi-Species Habitat Conservation Plan ("MSHCP") it is anticipated that CSI's Land will be reconfigured in Lincoln County to place the fee lands along the west side and the leased lands along the east side similar to the reconfiguration that previously occurred in Clark County, Nevada, and that the leased lands in Lincoln County will be incorporated into the CSRMA. Under the MSHCP all lands within the CSRMA will ensure protection of desert tortoise critical habitat and ensure that functions and values of the aquatic environment are protected within WOUS occurring within the CSRMA.

I. SNWA has commenced or will soon commence construction at the MX-5 Well Site of the water production facilities and related appurtenances.

J. CSI and SNWA have agreed to interconnect SNWA's MX-5 Well with CSI's wells described as CSI Well #1, CSI Well #2 and CSI Well #3.



K. CSI and SNWA entered into that certain Memorandum of Agreement by and between SNWA, FWS, CSI, the Moapa Band of Paiute Indians and the Moapa Valley Water District, a political subdivision of the State of Nevada, dated April 20, 2006 (“Muddy River MOA”).

L. In accordance with the Muddy River MOA, CSI and SNWA may need to relocate existing production wells northward in Coyote Springs Valley.

M. SNWA has informed CSI that in the event its existing production wells are relocated to the north that it may locate new wells north of the Kane Springs Fault on CSI’s Land.

N. CSI has developed a Land Plan for the CSI Lands and has commenced development of the CSI Lands.

O. CSI and SNWA desire to amend certain provisions set forth in the General Easement to reflect changes that have occurred after the date the General Easement was recorded.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants contained herein CSI and SNWA mutually agree as follows:

1. Exhibit A to the General Easement is hereby deleted and superseded in its entirety by Exhibit A attached hereto and incorporated herein.

2. Exhibit B to the General Easement is hereby deleted and superseded in its entirety by Exhibit B attached hereto and incorporated herein.

3. Paragraph 1 of the General Easement is hereby amended in its entirety to read as follows:

1. Grant of Easement. Subject to the terms and conditions contained in the Purchase Agreement, CSI hereby grants, transfers and conveys to SNWA a non-exclusive, general easement (“Easement”) on, over, across, under and through the property described on Exhibit A attached hereto and incorporated herein (“Well Site Property”), which description represents all land anticipated to be owned by Seller upon issuance of a final patent for its land in Lincoln County, Nevada, for the purpose of establishing one or more supplemental well sites (each a “Supplemental Well Site”) to produce the water rights purchased by SNWA under the Purchase Agreement should the capacity of a certain well commonly known as the MX-5 well purchased by SNWA pursuant to the Purchase Agreement ever be insufficient to produce the water acquired by SNWA pursuant to the Purchase Agreement and for the purposes of ingress and egress, transportation and usage, including, without limitation, building, constructing, operating, using, maintaining, and repairing wells and a water delivery system for each Supplemental Well Site. Each Supplemental Well Site shall not exceed one (1) acre.

4. Paragraph 2 of the General Easement is hereby amended in its entirety to read as follows:

2. Grant of Access Easement. Subject to the terms and conditions contained in the Purchase Agreement, CSI hereby grants, transfers and conveys to SNWA non-



exclusive access easements (each an "Access Easement" and collectively, the "Access Easements"), each fifty (50) feet in width, on, over, across, under and through the property described on Exhibit B attached hereto and incorporated herein ("CSI's Property"), for the purpose of building, constructing, operating, using, maintaining and repairing one or more access roads and one or more underground utility lines from State Route 168, Highway 93 or Kane Springs Road (Lincoln County road) and for any other purposes necessary for the production of water at, and transmission of water from, each of the Supplemental Well Sites. To the maximum extent practicable, each Access Easement shall fall within existing road and utility rights of way or future dedicated rights of way. CSI shall cooperate with and assist SNWA in locating the Supplemental Well Sites and Access Easements to minimize potential conflicts between SNWA's future facility needs and the development of CSI's Property.

5. All references to Harrich and Harrich's Property are hereby deleted from the Easement.

6. A new Section 2(b) is hereby inserted into the General Easement immediately after Section 2 and immediately before Section 3 of the Easement which reads as follows:

2(b) CSI has provided a copy of CSI's current Land Plan to SNWA and CSI will provide SNWA with a copy of the Land Plan in the event it is revised from time to time. SNWA shall consult and cooperate with CSI in the location of well sites, access and pipeline easements to maximize the location of facilities within public rights of ways to the extent practicable or within areas that do not result in unreasonable conflicts with CSI's then current Land Plan. On or before June 1, 2009, Buyer and Seller shall jointly develop a list containing not less than five (5) nor more than thirty (30) potential one-acre production well sites (including the preparation of a legal description for each listed site) within the northern portion of Seller's land located in Lincoln County, Nevada ("Potential Well Site List"). The Potential Well Site List shall include both potential Buyer and potential Seller well sites. Within thirty (30) days after the mutual approval of the Potential Well Site List an amendment to Exhibit A of this General Easement will be recorded for the purpose of terminating the blanket easement and granting Buyer well site easements for each Buyer well site described on the Potential Well Site List. Buyer shall be entitled to select five one-acre exclusive use easements for future well sites and one or more one-acre General Easement well sites (as described in Section 1.3 of the Memorandum). The Potential Well Site List may be amended from time to time upon the mutual agreement of Seller and Buyer.

SNWA shall execute and deliver in recordable form one or more release and reconveyance documents from time to time to promptly release lands from the encumbrance of this General Easement, as amended by this Amendment, upon the recording of a Supplemental Well Site easement, an access easement, a parcel map or subdivision map covering the land to be released. Further, SNWA shall execute and deliver in recordable form one or more release and reconveyance documents of Supplement Well Sites requested by a title company for purposes of evidencing the release of record of each parcel sold to an unaffiliated third party from the Supplemental Well Sites easement.



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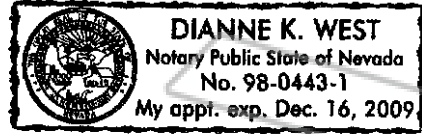
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STATE OF NEVADA)
 ss
COUNTY OF CLARK)

This instrument was acknowledged before me on March 5, 2008 by Shari Buck as Chair of the Southern Nevada Water Authority, a political subdivision of the State of Nevada.

Dianne K. West
Notary Public



COPIES



Exhibit A

Legal Description of the Well Site Property

All that certain real property situated in Township 11 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 23, all;
Sec. 24, W $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 25, W $\frac{1}{2}$ NW $\frac{1}{4}$;
Sec. 26, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, all; and
Sec. 30, Lots 5, 6, 10, 11, 14 and 16, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$;
Sec. 31, Lots 5, 10, 11, 12, 13, 18, 19 and 20, NE $\frac{1}{4}$;
Sec. 32, all;
Sec. 33, all;
Sec. 34, all; and
Sec. 35, all.

Note: A portion of the land in Secs. 19, 30 and 31 are currently held by CSI under a Lease.

All that certain real property situated in Township 12 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

Sec. 2, W $\frac{1}{2}$;
Sec. 3, all;
Sec. 4, all;
Sec. 5, all;
Sec. 6, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 7, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 8, all;
Sec. 9, all;
Sec. 10, all;
Sec. 11, W $\frac{1}{2}$;
Sec. 14, W $\frac{1}{2}$;
Sec. 15, all;
Sec. 16, all;
Sec. 17, all;
Sec. 18, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;



Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 32, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 33, all; and
Sec. 34, N½, SW¼.

Note: A portion of the land in Secs. 4, 5, 6, 9, 15, 16, 21, 22, 27, 28, 33 and 34 are currently held by CSI under a Lease.

Note: The legal description set forth above reflects the anticipated fee land that will be owned by CSI in Lincoln County upon issuance of a final patent for the Lincoln County lands.

Exhibit B**Legal Description of CSI's Property**

All that certain real property situated in Township 11 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 23, all;
Sec. 24, W $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 25, W $\frac{1}{2}$ NW $\frac{1}{4}$;
Sec. 26, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, all; and
Sec. 30, Lots 5, 6, 10, 11, 14 and 16, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$;
Sec. 31, Lots 5, 10, 11, 12, 13, 18, 19 and 20, NE $\frac{1}{4}$;
Sec. 32, all;
Sec. 33, all;
Sec. 34, all; and
Sec. 35, all.

Note: A portion of the land in Secs. 19, 30 and 31 are currently held by CSI under a Lease.

All that certain real property situated in Township 12 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

Sec. 2, W $\frac{1}{2}$;
Sec. 3, all;
Sec. 4, all;
Sec. 5, all;
Sec. 6, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 7, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 8, all;
Sec. 9, all;
Sec. 10, all;
Sec. 11, W $\frac{1}{2}$;
Sec. 14, W $\frac{1}{2}$;
Sec. 15, all;
Sec. 16, all;
Sec. 17, all;
Sec. 18, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;



Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 32, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 33, all; and
Sec. 34, N½, SW¼.

Note: A portion of the land in Secs. 4, 5, 6, 9, 15, 16, 21, 22, 27, 28, 33 and 34 are currently held by CSI under a Lease.

All that certain real property situated in Township 13 South, Range 63 East, M.D.M., County of Clark, State of Nevada, described as follows:

Parcels 1, 2, 3 and 4 as shown on that certain Parcel Map on file in File 112 of Parcel Maps, Page 30, and recorded June 22, 2006, in Book 20060622, as Instrument No. 3930, Official Records, Clark County, Nevada.

Note: The legal description set forth above reflects the anticipated fee land that will be owned by CSI in Lincoln County upon issuance of a final patent for the Lincoln County lands.