

11
When Recorded Mail To:
✓ Glenbrook Company
1050 E. William, #405A
Carson City, NV 89701

EASEMENT AND RIGHT-OF-WAY

1 THIS EASEMENT AND RIGHT-OF-WAY, made and entered into this 23rd
2 day of January, 1991, by and between the STATE OF NEVADA,
3 acting through the Division of State Lands, hereinafter referred to as
4 GRANTOR, and GLENBROOK COMPANY, its successors and assigns, hereinafter
5 referred to as GRANTEE.

WITNESSETH:

7 FOR AND IN CONSIDERATION of the sum of rents hereinafter described
8 and other good and valuable consideration contained herein, receipt of which
9 is hereby acknowledged, GRANTOR does hereby grant to GRANTEE an
10 Easement and Right-Of-Way for an EIGHT (8) inch Intake Pipeline, Submersible
11 Pump and Intake Manifold Structure at Lake Tahoe, Douglas County, Nevada,
12 with the right to construct, place, inspect, maintain and remove such pipeline
13 and appurtenances together with a right-of-way therefore and the right of
14 ingress thereto and egress therefrom, across, upon, in and under the following
15 described real property:

16 INTAKE PIPELINE AND INTAKE MANIFOLD STRUCTURE
17 LAKE TAHOE EASEMENT

18 A strip of land Twenty (20) feet wide, lying below the natural high water
19 line elevation at 6223.00 feet of Lake Tahoe and within a portion of the
20 Northeast Quarter (NE1/4) of Section 10, Township 14 North, Range 18
21 East, M.D.B.&M., Douglas County, Nevada, the centerline of which is more
22 particularly described as follows:

23 Commencing at the Northeast Corner of Assessors Parcel Number 01-060-
24 11 described as Lot G on the Official Plat of Glenbrook Unit Number 3
25 recorded in the Official Records as Document Number 45299 County of
26 Douglas, State of Nevada; thence South 17° 55' 26" West, a distance of
27 122.23 feet more or less to a point of intersection with the ordinary high
28 water line elevation at 6229.10; thence South 20° 18' 16" West, a distance
29 of 45.00 feet more or less to a point of angle; thence South 65° 16' 57"
30 West, a distance of 40.00 feet more or less to a point of intersection
with the natural high water line elevation at 6223.00, said point being the
TRUE POINT OF BEGINNING; thence South 65° 16' 47" West, a distance
of 520.00 feet to the POINT OF ENDING.

Together with a Right-Of-Way strip of land Twenty (20) feet wide lying
between the natural high water line elevation at 6223.00 feet of Lake
Tahoe and the ordinary high water line elevation at 6229.10 feet of Lake
Tahoe and within a portion of the Northeast Quarter (NE1/4) of Section
10, Township 14 North, Range 18 East, M.D.B.&M., Douglas County,
Nevada pursuant to NRS 445.080, the centerline of which is more
particularly described as follows:

^{PS-2}
~~EAST~~ 0.77.7

1 Commencing at the Northwest Corner of Assessors Parcel Number 01-060-
2 11 described as Lot G on the Official Plat of Glenbrook Unite Number 3
3 recorded in the Official Records as Document Number 45299 County of
4 Douglas, State of Nevada; thence South 17° 55' 26" West, a distance of
5 122.23 feet more or less to a point of intersection with the ordinary high
6 water line elevation at 6229.10, said point being the TRUE POINT OF
7 BEGINNING; thence South 20° 18' 16" West, a distance of 45.00 feet more
8 or less to a point of angle; thence South 65° 16' 57" West, a distance of
9 40.00 feet more or less to a point of intersection with the natural high
10 water line elevation at 6223.00 and the POINT OF ENDING.

11 GRANTOR also hereby grants to GRANTEE in addition to the rights
12 herein granted a TWO (2) year Temporary Initial Construction Easement and
13 Right-Of-Way, a strip of land ONE HUNDRED (100) feet wide, FIFTY (50) feet
14 lying contiguous with the Northerly side line and FIFTY (50) feet lying
15 contiguous with the Southerly side line of the above described Easement and
16 Right-Of-Way.

17 FOR AND IN CONSIDERATION of this Easement and Right-Of-Way for
18 pipeline purposes, Glenbrook Company hereby agrees to pay a rental fee of
19 TWO HUNDRED FIFTY DOLLARS (\$250.00) per year to the State of Nevada.
20 Said fee ^{to} be paid annually in advance, commencing on February 1, 1991, and
21 on or before February 1, every year thereafter. The State of Nevada reserves
22 the right to reassess and adjust the rental fees every FIVE (5) years.

23 In further consideration for the grant of this Easement and Right-Of-
24 Way, Glenbrook Company agrees to the following conditions:

- 25 1. Glenbrook Company, its successors and assigns, agrees to pay for and be
26 responsible for all damages to the real property, improvements and
27 personal property of the State of Nevada caused by Glenbrook Company,
28 its successors and assigns, or its contractor while constructing, operating,
29 maintaining or removing the pipeline and appurtenances.
- 30 2. Glenbrook Company, its successors and assigns, agrees to indemnify the
State of Nevada against any loss, damage, claim, demand or action, caused
by, arising out of or connected with the construction, operation,
maintenance or removal of the pipeline and appurtenances.

- 1 3. The Division of State Lands must be notified in writing at least TWO (2)
2 days prior to commencement of construction activities and upon
3 completion of construction activities to allow interested agencies the
4 opportunity to inspect the operations.
- 5 4. If prehistoric or historic remains are discovered during project related
6 activities, work will be temporarily halted and the Division of Historic
7 Preservation and Archaeology notified.
- 8 5. Glenbrook Company, its successors and assigns, agrees that all
9 construction related activities, in connection with the pipeline and
10 appurtenances, will be completed in compliance with Tahoe Regional
11 Planning Agency turbidity control requirements.
- 12 6. Glenbrook Company, its successors and assigns, is to exercise due care to
13 minimize the damage to existing shore zone vegetation during all
14 activities connected with the construction, operation, maintenance or
15 removal of the pipeline and appurtenances. Glenbrook Company, its
16 successors and assigns, agrees to restore the shore zone to the condition
17 which existed prior to said activities or to an enhanced condition.
- 18 7. At no time shall any excavated material, construction related waste
19 material, silt, floating debris or water be discharged or deposited into the
20 lake. All excavated material, silts, pumped water, etc., shall be retained
21 on upland property for subsequent treatment and evaporation or
22 transported to an acceptable public dump site.
- 23 8. In the event that equipment is used in the bed of the lake, the
24 equipment must be cleaned and inspected for leaks prior to entrance into
25 the lake.
- 26 9. The proposed pipeline and appurtenances must be constructed per the
27 specifications on the approved plans on file in the Division of State
28 Lands office. Any deviation from the approved plans will require Division
29 of State Lands approval prior to any changes.
- 30 --

- 1 10. The intake manifold structure must be low velocity with intake screen
2 mesh of five/thirty seconds (5/32) or less.
- 3 11. Only clean ONE (1) inch stream gravel backfill will be acceptable as new
4 lake substrate.
- 5 12. The design and location of the pipeline and appurtenances must avoid
6 being a hazard to top line anglers where possible.
- 7 13. The existing intake pipelines and appurtenances must be removed from the
8 waters of Lake Tahoe within ONE (1) year after the date their use is
9 discontinued and/or they become inoperative.
- 10 14. Upon completion of the construction project, all foreign materials will be
11 removed from the lake bottom and the bottom will be restored to a
12 natural condition.
- 13 15. The Division of State Lands must be notified at least TWO (2) days prior
14 to commencement of any future maintenance work on the intake pipeline
15 and appurtenances.
- 16 16. This Easement and Right-Of-Way is subject to the acquisition of all
17 necessary permits and approvals.
- 18 17. Glenbrook Company, its successors and assigns, agrees to remove the
19 herein described EIGHT (8) inch intake pipeline and appurtenances from
20 the waters of Lake Tahoe within ONE (1) year after the date its use is
21 discontinued and/or it becomes inoperative.

22 This Easement and Right-Of-Way granted by GRANTOR and as described
23 more particularly herein shall continue so long as the same may be necessary
24 and required for the purpose for which it was granted, and if at any time the
25 GRANTEE should discontinue said use for a period of ONE (1) year said
26 Easement and Right-Of-Way shall thereupon terminate, and all right, title and
27 interest therein shall revert to GRANTOR, its successors and assigns.

28 The provisions of this grant shall be binding upon and inure to the
29 benefit of the parties hereto, together with their successors and assigns.

30 --

1 IN WITNESS WHEREOF, the parties hereto have subscribed this Easement
2 on the day and year first above written.

3 GRANTOR:

GRANTEE:

4 STATE OF NEVADA
5 Division of State Lands

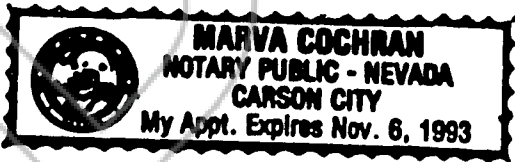
GLENBROOK COMPANY

6
7 By: *P.B. Wilcox*
8 PAMELA B. WILCOX
9 Administrator and Ex-Officio
10 State Land Registrar

By: *Shelley Nahas Turner*
SHELLEY NAHAS TURNER

10 STATE OF NEVADA)
11 CITY OF CARSON CITY)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
29)
30)

On January 23,
1991, personally appeared before me,
a notary public PAMELA B. WILCOX,
Administrator and Ex-Officio State
Land Registrar, Division of State
Lands, who acknowledged that she
executed the above instrument.



Marva Cochran
NOTARY PUBLIC

APPROVED:

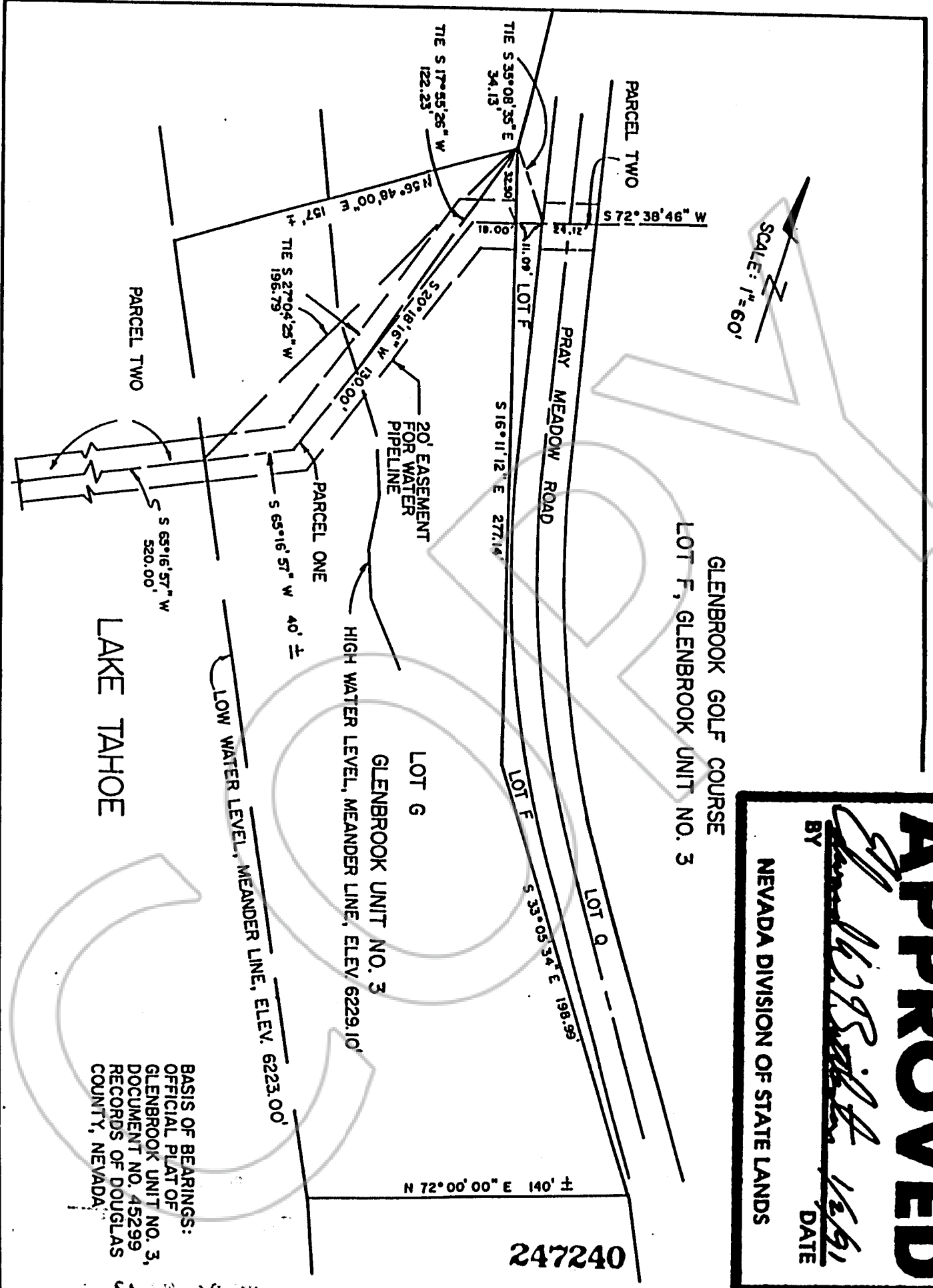
APPROVED as to Form:

DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

FRANKIE SUE DEL PAPA
Attorney General

By: *Peter G. Morros*
PETER G. MORROS
Director

By: *P. Mark Ghan*
P. MARK GHAN
Deputy Attorney General



SCALE: 1" = 60'

GLENBROOK GOLF COURSE
LOT F, GLENBROOK UNIT NO. 3

APPROVED

BY *[Signature]* DATE 1/2/91

NEVADA DIVISION OF STATE LANDS

BASIS OF BEARINGS:
OFFICIAL PLAT OF
GLENBROOK UNIT NO. 3,
DOCUMENT NO. 45299
RECORDS OF DOUGLAS
COUNTY, NEVADA

247240

BOOK 391 PAGE 3214

REV. 10-4-89

MAP TO ACCOMPANY LEGAL DESCRIPTION OF EASEMENTS	MILTON L. SHARP, P.E. Consulting Engineer		DRWN. BY: SLP	DATE: 5-26-89
	JOB NO. 789 PLATES 1 OF 1		CIRD. BY: MLS	DATE: 5-26-89

COPY

REQUESTED BY
Glenbrook Company
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

91 MAR 26 10:43

SUZANNE BEAUDREAU
RECORDER

247240

\$ 11.00 PAID KE DEPUTY

BOOK 391 PAGE 3215