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Co Mgr.
Margaret

RECORDED AT THE REQUEST OF:
Zephyr Water Utility District
P.O. Box 71
Zephyr Cove, NV 89448

Whittemore
A.P.N. 05-172-23

WATER STORAGE TANK EASEMENT DEED

THIS INDENTURE MADE THIS 16th day of August, 1991, between Zephyr Cove Properties, Inc., GRANTOR, and Douglas County, Nevada, GRANTEE,

The GRANTOR, in consideration of sixty thousand dollars (\$60,000.00), the receipt of which is acknowledged, does Grant, Bargain, and Sell to the Grantee and to its assigns forever, a perpetual water storage tank easement for the location, construction, and maintenance of a water storage tank and necessary incidents thereto, upon, over, across, and through all the real property situated in the Northwest 1/4, Southwest 1/4 of Section 10, T 13 N, R 18 E, MDB&M, County of Douglas, State of Nevada, and more particularly described as follows (the "Property"):

Commencing at the section corner common to Sections 9, 10, 15 and 16; thence North 23° 01' 34" East 1269.21 feet to a point on a road, said point being the northeast corner of Lot 18, Block F, as shown on the map of Zephyr Heights No. 5 Subdivision, filed on June 7, 1955, Douglas County, Nevada records; thence North 23° 37' East a distance of 23.67 feet to the true point of beginning; thence North 23° 37' East, 16.33 feet; thence on a curve to the right, the tangent of which bears North 66° 23' West having a radius of 4.88 feet through a central angle of 106° 33' 30" for an arc distance of 9.07 feet; thence North 40° 10' 31" East, 55.97 feet; thence on a curve to the right having a radius of 5.00 feet through a central angle of 61° 35' for an arc distance of 5.37 feet; thence South 78° 14' 30" East, 65.18 feet; thence along a curve to the right having a radius of 50.00 feet through a central angle 34° 08' 30" for an arc distance of 29.79 feet; thence South 44° 06' East, 44.79 feet; thence on a curve to the right having a radius of 25.00 feet through a central angle of 79° 50' for an arc distance of 34.83 feet; thence South 35° 44' West, 84.93 feet; thence on a curve to the right having a radius of 50.00 feet through a central angle of 75° 16' for an arc distance

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of 65.68 feet; thence North 69° 00' West, 17.00 feet; thence on a curve to the right having a radius of 50.00 feet through a central angle of 57° 40' for an arc distance of 50.32 feet; thence North 11° 20' West a distance of 69.45 feet to the true point of beginning.

TOGETHER with any tenements, hereditaments, and appurtenances belonging or appertaining to the property.

In consideration of the grant of the foregoing easement, GRANTEE, for itself and any successors or assigns, agrees and covenants as follows:

1. The permanent facilities to be built and maintained on the Property shall be located in the manner designated on Exhibit A attached hereto (the "Permanent Site").

2. Any water storage tank or other facility constructed pursuant to this instrument shall be painted or shall consist of metal of a color consistent with a forested mountain area to blend with the surrounding landscape to the full extent reasonably possible in a manner consistent with any requirements of the Tahoe Regional Planning Agency.

3. GRANTEE shall provide landscaping and plant coverage which upon maturity of the plants shall obscure the water storage tank from surrounding property to the full extent reasonably possible, including, without limitation, planting of trees indigenous to the area which will shield the water storage tank from view in a manner consistent with any requirements of the Tahoe Regional Planning Agency. If required to maintain the landscaping, GRANTEE shall provide at its cost and expense any necessary irrigation or watering system.

4. GRANTEE shall maintain all facilities built on the Permanent Site in good condition free from rubbish, debris, rust or leakage.

5. GRANTEE shall maintain liability insurance or be self-insured to cover any claim which could be brought against GRANTEE by any party due to the bursting or leakage of any water storage facility. Upon request of GRANTOR from time to time, GRANTEE shall give evidence of such insurance to GRANTOR.

GRANTEE hereby covenants and agrees to indemnify, save and hold GRANTOR free, clear, and harmless from any and all liability,

loss, cost, expenses, including attorneys' fees, damages, judgments, claims, liens and demand of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence by GRANTEE, its agents, employees, servants, contractors, subtenants, licensees, or business invitees while in, upon, about or in any way connected with the Permanent Site or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Permanent Site or any portion thereof other than as a result of the negligence, intentional acts, or willful acts of GRANTOR, its agents, employees, servants, contractors, tenants, licensees, or invitees.

6. Any facility built pursuant to this grant of easement shall be built in a manner which will not impede the construction by GRANTOR of a structure on the current location of the Forest Service look-out facility. GRANTOR shall have the right to review and approve plans of the construction of the water storage tank or other facility to insure compatibility with construction of a structure at the described location. GRANTOR shall not unreasonably withhold approval of any plans.

7. GRANTEE shall eliminate all open unvegetated space on the Property to the full extent possible eliminating any unnecessary parking or other open areas. Upon completion of its construction, the only open space on the Property shall be a single driveway giving access to both the existing Forest Service look-out and to the water storage tank facility with a common parking area sufficient for one vehicle. All other open space existing as of the date hereof shall be eliminated by planting of appropriate bushes, grass or other vegetation in a manner consistent with any requirements of the Tahoe Regional Planning Agency. GRANTEE shall take reasonable precautions, including, without limitation, fencing to prevent unauthorized access to the water storage tank or other facility and to eliminate any improper encroachments on the Property.

8. GRANTEE acknowledges that this grant of easement is a non-exclusive easement with respect to the portion of the Property not part of the Permanent Site and such additional property may be the subject of an easement in favor of the U. S. Forest Service and could be used in the future for other uses by GRANTOR as long as GRANTOR's use does not interfere with the grant of easement described herein. In addition, GRANTEE specifically acknowledges that the air space above any water storage tank or other facility built by GRANTEE shall not be the subject of the easement and could be used by GRANTOR as a deck or other facility upon the approval of GRANTEE, which approval shall not be unreasonably withheld, if the use does not interfere with maintenance or other reasonable access required by GRANTEE.


IN WITNESS WHEREOF the GRANTOR has signed on the day and year first above written.

ZEPHYR COVE PROPERTIES, INC.

By David Whittemore
David Whittemore, President

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On the 16th day of August, 1991, personally appeared before me, a Notary Public, David Whittemore, who acknowledged that he executed the above instrument.

 Sonja Renee Forsman
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires July 14, 1993

Sonia Renee Forsman
Notary Public

Accepted on behalf of Douglas County this 16 day of August, 1991.

Michael Fischer
Michael Fischer, Chairman
Douglas County Board of
Commissioners

Attest: Barbara Reeg
Barbara Reeg, Douglas County
Clerk

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 28 1991
Barbara Reeg Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Michael Fischer Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
GOVERNMENT NEVADA

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