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When Recorded Mail To:

Glenbrook Water Cooperative  
c/o Mark H. Gunderson, Ltd.  
6121 Lakeside Drive, Ste. 230  
Reno, NV 89511

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Agreement to Convey Easement between Glenbrook Homeowners  
Association and Glenbrook Water Cooperative

MARK H. GUNDERSON LTD. • A PROFESSIONAL LAW CORPORATION • RENO, NEVADA

✓ 6121 LAKESIDE DR. STE. 230  
RENO NV 89511

387495

BK0596PG1811

## AGREEMENT TO CONVEY EASEMENT

This Agreement made between the GLENBROOK HOMEOWNERS ASSOCIATION, a Nevada corporation, (Owner) and GLENBROOK WATER COOPERATIVE, a Nevada non-stock, non-profit cooperative corporation (GWC).

The parties agree as follows:

1. Conveyance of Easement: That Owner owns the property commonly known as Lot F in Unit No. 3 as shown on the official plat of Glenbrook more particularly described in Exhibit "A" and agree to grant and convey, to GWC a permanent and exclusive easement and right of way to construct, erect, alter, maintain, inspect, repair, and/or reconstruct a water main necessary for the construction and maintenance of a water treatment plant on a portion of Lot F, as evidenced on Exhibit "B", together with the appropriate structures, pipes, valve boxes, meters, regulators, fixtures and other necessary or convenient appurtenances connected therewith, across, over, upon, under and through a certain portion of such property located in Douglas County, Nevada, as more fully described in Exhibit "B", which is incorporated by reference as if fully set forth at this point. It is understood that such grant of easement shall be confined to those boundaries and parameters as set forth in the description set forth in Exhibit "B" which is attached and incorporated by reference as if fully set forth at this point.

The easement is necessary for the water main for the water treatment plant to be constructed on Owner's property. Water Treatment Plant as used in this agreement refers to the water treatment plant to be constructed by GWC to treat and disburse

water for irrigation and human consumption to Glenbrook, Nevada.

2. Construction and Maintenance: The water main described shall be constructed and maintained by GWC and shall be maintained in good repair by GWC at its sole cost and expense. GWC shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating the water main necessary for the operation of the water treatment plant to be constructed on a portion of Lot F as described in Exhibit "B".

3. Consideration: GWC agrees to pay Owner the sum of One Dollars (\$1.00) for this easement on or before April 15, 1996.

4. Owners to Furnish Proof of Title: Owner agrees to furnish to GWC sufficient documentation showing marketable title up to and the date of this agreement.

5. Easement to Run With Land: This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties, their heirs, successors, or assigns.

6. Personal Injury and Property Damage Liability: Any liability for personal injury to any workmen employed by GWC to construct and/or maintain the water treatment plant or construction and maintenance of the necessary water main on this easement, or to any third party, as well as any liability for damage to the property of Owner, shall be borne by GWC. GWC will at all times save and hold harmless the Owner, its heirs, successors and assigns, of any and all loss, damage or liability which may be suffered or sustained by reason of any injury or damage to any person or property caused by the negligent construction,

maintenance or operating of the facility by GWC.

7. Structures/Debris: Owner shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgment of GWC is inconsistent with the GWC's use of the easement. GWC shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from such easement, which in the judgment of GWC may interfere with or endanger the construction, operation and maintenance of the water treatment facility.

8. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada.

9. Recordation: This Agreement shall be recorded in the office of the official recorder of Douglas County, Nevada.

10. Signatures in Counterparts. This agreement may be executed in counterparts each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this agreement may be detached from any counterpart without impairing the legal effect of any signatures and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages.

Dated: 4/18/96

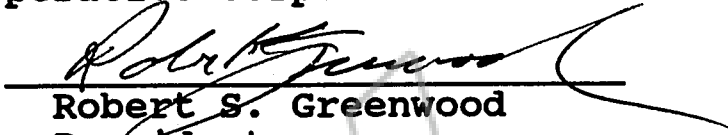
GLENBROOK HOMEOWNERS ASSOCIATION  
a Nevada corporation.

By: David Traitel  
David Traitel  
President

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Dated: Apr 16, 1996

GLENBROOK WATER COOPERATIVE,  
a Nevada non-stock, non-profit  
cooperative corporation.

By:   
Robert S. Greenwood  
President

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
) ss:  
COUNTY OF LOS ANGELES )

On this 16 day of April, 1996, personally appeared before me, a Notary Public, David Traitel, a duly authorized Officer (President) of the Glenbrook Homeowners Association who acknowledged that he executed the foregoing Agreement to Convey Easement.



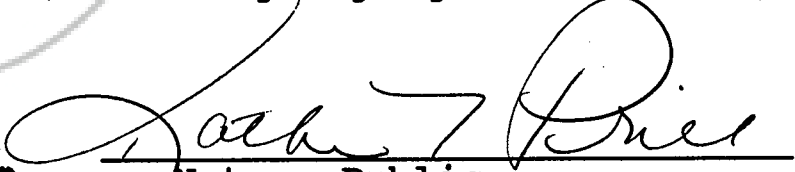
  
Christine Carrion  
Notary Public

ACKNOWLEDGMENT

STATE OF Nevada )  
) ss:  
COUNTY OF Washoe )

On this 16 day of April, 1996, personally appeared before me, a Notary Public, ROBERT S. GREENWOOD, a duly authorized Officer (President) and Director of GLENBROOK WATER COOPERATIVE, who acknowledged that he executed the foregoing Agreement to Convey Easement.



  
Kathleen T. Price  
Notary Public

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Lot F

A portion of the Northeast  $\frac{1}{4}$  of Section 10, Township 14 North, Range 18 East, M.D.M., in the County of Douglas, State of Nevada, described as follows:

All that portion of Lot F, as said lot is shown on the official plat of Glenbrook Unit No. 3, filed for record in the office of the recorder of Douglas County on June 13, 1980 in Book 680 of Official Records at Page 1269, more particularly described as follows:

Exhibit "A"

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BK 0596 PG 1816

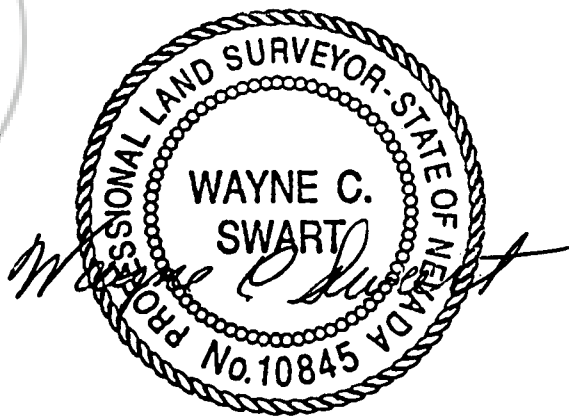
**EASEMENT FOR WATER MAIN  
A PORTION OF LOT F**

A portion of the Northeast ¼ of Section 10, Township 14 North, Range 18 East, M.D.M., in the County of Douglas, State of Nevada, described as follows:

All that portion of Lot F, as said lot is shown on the official plat of Glenbrook Unit No. 3, filed for record in the office of the recorder of Douglas County on June 13, 1980 in Book 680 of Official Records at Page 1269, more particularly described as follows:

Being an easement for a water pipeline, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING at the Northeast corner of Section 10, Township 14 North, Range 18 East, M.D.M., marked by a 1 inch diameter pipe set in concrete; thence South 43° 35' 19" West 2193.84 feet to a point on the Southwesterly boundary of said Lot F, marked by a 1 inch diameter iron pipe set in concrete; thence South 76° 11' 47" East, along the southerly line of said Lot F, 72.83 feet to the true POINT OF BEGINNING for this description; thence East 170.00 feet to the terminus of the herein described easement, and from which the Northeast corner of said Section 10 bears North 38° 22' 14" East 2048.94 feet.



EXP. 6-30-96

REQUESTED BY  
Mark H. Gunderson  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'96 MAY 10 AM 10:19

LINDA SLATER  
RECORDER  
\$13.<sup>00</sup> PAID K2 DEPUTY

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Exhibit B

BK 0596 PG 1817