

When recorded, return to:

MARK H. GUNDERSON, LTD.
6121 Lakeside Drive, Suite 230
Reno, NV 89511

AGREEMENT TO CONVEY EASEMENT

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

393012

BK 0796PG4691

AGREEMENT TO CONVEY EASEMENT

This Agreement made between RALPH O. MURPHY QUALIFIED PERSONAL RESIDENCE TRUST #1 and ANN FERNEY MURPHY QUALIFIED PERSONAL RESIDENCE #1, (Owners) and Glenbrook Water Cooperative, a Nevada non-stock, non-profit cooperative corporation (GWC).

The parties agree as follows:

1. Conveyance of Easement: That Owners each have a fifty percent (50%) interest in the property 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 retaining wall footing and temporary construction easement necessary for the construction and maintenance of a water treatment plant on property adjacent to Owners together with the appropriate 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 "B1-B2" which are 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 two (2) descriptions set forth in Exhibit "B1-B2" which are attached and incorporated by reference as if fully set forth at this point. The easements are necessary for a retaining wall footing and temporary construction easement for the water treatment plant as more fully defined in the Site Plan attached as Exhibit "C" which is incorporated by reference as if fully set forth at this point. 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 retaining wall footing and temporary construction easement described shall be constructed and maintained by GWC and shall be maintained in good repair by GWC at its sole cost an 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 retaining wall footing and temporary construction easement necessary for the operation of the water treatment plant to be constructed on the adjacent property to Owners.

3. Consideration: GWC agrees to pay Owner the sum of One Dollars (\$1.00) for this easement on or before July 1, 1996.

4. Owners to Furnish Proof of Title: Owners agree 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 retaining wall footing and temporary construction 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 Owners, their 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: Owners 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 official recorder of Douglas County, Nevada.

Dated: 6/24/96

OWNERS:

RALPH O. MURPHY QUALIFIED
PERSONAL RESIDENCE TRUST #1

By: *Ralph O. Murphy*
RALPH O. MURPHY
Trustee/Settlor

ANN FERNEY MURPHY QUALIFIED
PERSONAL RESIDENCE #1,

By: *Ann Ferney Murphy*
ANN FERNEY MURPHY
Trustee/Settlor

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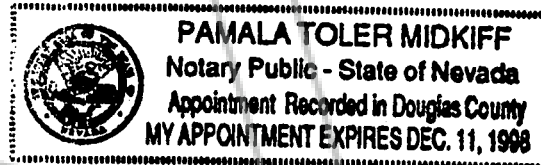
Dated: 6-22-96

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

By: Robert S. Greenwood
Robert S. Greenwood
President

ACKNOWLEDGMENT

STATE OF Nevada)
) ss:
COUNTY OF Douglas)

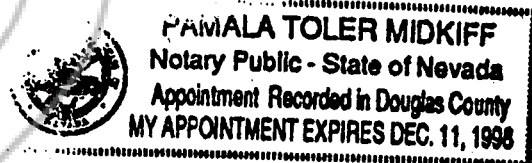


On this 24 day of June, 1996, personally appeared before me, a
Notary Public, RALPH O. MURPHY, who acknowledged that he executed the
foregoing Agreement to Convey Easement.

Pamala Toler Midkiff
Notary Public

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF Douglas)



On this 24 day of June, 1996, personally appeared before me, a
Notary Public, ANN FERNEY MURPHY, who acknowledged that she executed
the foregoing Agreement to Convey Easement.

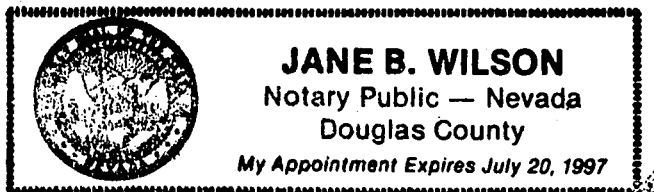
Pamala Toler Midkiff
Notary Public

ACKNOWLEDGMENT

STATE OF Nevada)
) ss:
COUNTY OF Douglas)

On this 22 day of June, 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.

Jane B. Wilson
Notary Public



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All that certain parcel of land situate in the State of Nevada, County of Douglas, being a portion of the Northeast 1/4 of Section 10, T. 14 N., R. 18 E., M.D.B. & M., being Parcel "B" as shown on Parcel Map Document No. 41653 filed in the official records of Douglas County, Nevada, February 19, 1980 and being more particularly described as follows:

Commencing at the section corner common to Sections 2, 3, 10, and 11, T. 14 N., R. 18 E., M.D.B. & M., marked by a 1" iron pipe set in concrete; thence S. 37°25'48" W., 2078.22 feet to a point on the westerly right of way of Pray Meadow Road; said point being the TRUE POINT OF BEGINNING; thence N. 76°11'47" W., 256.89 feet along the southwesterly right of way of Pray Meadow Road to a point; thence leaving said right of way S. 23°45'00" E., 122.97 feet to a point; thence S. 72°00'00" W., 95.28 feet to a point on the meander line of Lake Tahoe; thence S. 23°45'00" E., 346.10 feet along said meander line to a point; thence leaving said meander line, N. 89°11'20" E., 369.15 feet to a point on the westerly right of way of Pray Meadow Road; thence N. 23°16'40" W., 189.42 feet along said right of way to an angle point; thence continuing along said right of way N. 40°37'00" W., 211.57 feet returning to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any portion of the herein described premises which lies below the normal ordinary highwater mark of Lake Tahoe. A.P.N. 01-050-15.

Exhibit "A"

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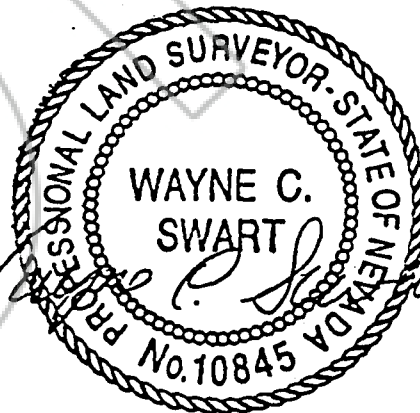
BK 0796 PG 4696

**EASEMENT FOR RETAINING WALL FOOTING
A PORTION OF PARCEL B (MURPHY)**

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 Parcel B, as shown on Parcel Map Document No. 41653, filed in the Official Records of Douglas County on June 13, 1980 in Book 680 of Official Records at Page 1269, more particularly described as follows:

BEGINNING at a point on the westerly line of said Parcel B, from which the most Northerly corner of said Parcel B, marked by a ¾ inch diameter iron pipe, bears North 23° 45' 00" West 60.00 feet; thence from said POINT OF BEGINNING, North 66° 15' 00" East 3.50 feet; thence South 23° 45' 00" East 28.50 feet; thence South 66° 15' 00" West 3.50 feet to a point on the westerly line of said Parcel B; thence along said westerly line North 23° 45' 00" West 28.50 feet to the point of beginning, containing 99.75 square feet.



EXP. 6-30-96

Exhibit B-1

393012

BK 0796 PG 4697

**TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF PARCEL B (MURPHY)**

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:

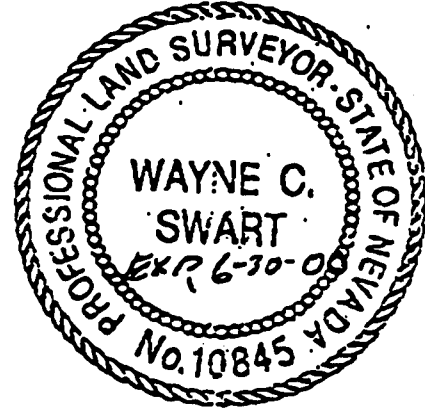
All that portion of Parcel B, as shown on Parcel Map Document No. 41653, filed in the Official Records of Douglas County on June 13, 1980 in Book 680 of Official Records at Page 1269, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel B, a ¾ inch diameter pipe set in concrete, and from which the northeast corner of said Section 10, marked by a 1 inch diameter iron pipe set in concrete, bears North 43° 35' 19" East 2193.84 feet; thence from said POINT OF BEGINNING, along the northerly line of said Parcel B, South 76° 11' 47" East 132.00 feet; thence, leaving said northerly line, South 27° 00' 00" West 67.20 feet; thence South 66° 15' 00" West 26.61 feet; thence North 23° 45' 00" West 61.00 feet; thence South 66° 15' 00" West 26.00 feet to a point on the westerly line of said Parcel B; thence North 23° 45' 00" West 61.97 feet to the point of beginning, containing 0.137 acres, more or less.

END OF DESCRIPTION

Wayne C. Swart

Wayne C. Swart ~ PLS 10845

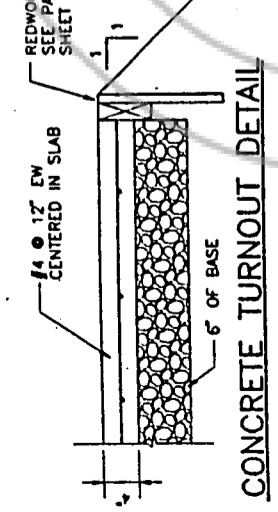


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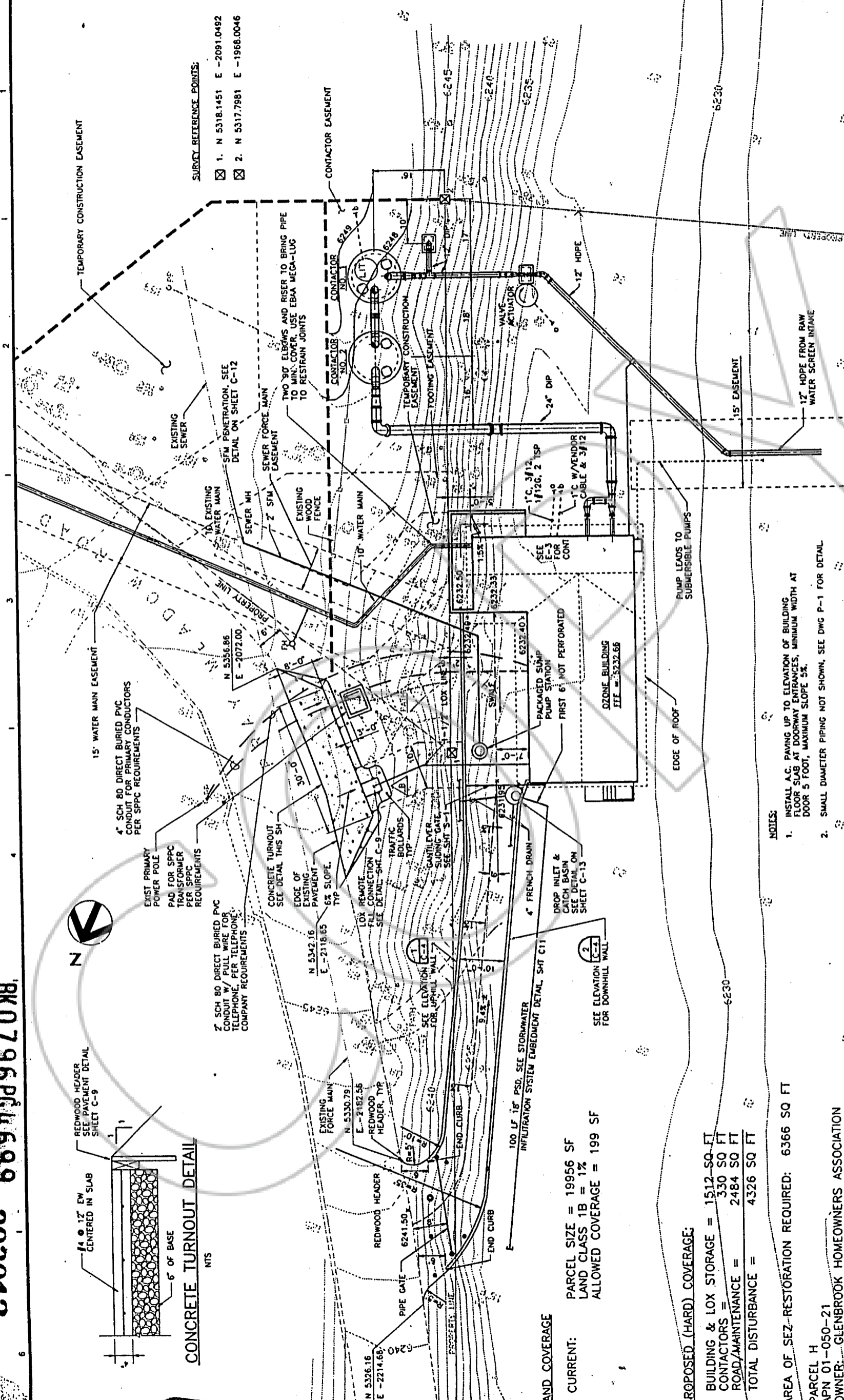
BK 0796 PG 4698

Exhibit B-2

393012 BK0796P04699 669996708



CONCRETE TURNOUT DETAIL



LAND COVERAGE
CURRENT: PARCEL SIZE = 1995 SF
LAND CLASS 1B = 1%
ALLOWED COVERAGE = 199 SF

PROPOSED (HARD) COVERAGE:
BUILDING & LOX STORAGE = 1512 SQ FT
CONTRACTORS = 330 SQ FT
ROAD/MAINTENANCE = 2484 SQ FT
TOTAL DISTURBANCE = 4326 SQ FT

AREA OF SEZ-RESTORATION REQUIRED: 6366 SQ FT

PARCEL H
APN 01-050-21
OWNER: GLENBROOK HOMEOWNERS ASSOCIATION
APPLICANT: GLENBROOK WATER COOPERATIVE

- NOTES:
- INSTALL A.C. PAVING UP TO ELEVATION OF BUILDING FLOOR SLAB AT DOORWAY ENTRANCES, MINIMUM WIDTH AT DOOR 5 FOOT, MAXIMUM SLOPE 5%.
 - SMALL DIAMETER PIPING NOT SHOWN, SEE DWG P-1 FOR DETAIL.

REVISION	DATE	BY	CHKD	DESCRIPTION
C	4/7/76	BCD	RS	JBN
B	3/7/76	RRL	RS	JBN
A	3/11/76	RRL	RS	JBN

DESIGNED BY	J.B. NEETHLING
DRAWN BY	DAP
CHECKED BY	MWJ
IN CHARGE	WFE
DATE	
SCALE	
PROJECT NO.	
DATE	
BY	RS
CHKD	THK
DATE	
BY	TLS
CHKD	
DATE	
BY	R. LIVINGSTON

GLENBROOK DON EDMONDO
WATER TREATMENT PLANT
Glenbrook Water Cooperative
Glenbrook, Nevada

SITE PLAN
MARCH 1996
07516-010-141
EXHIBIT "C"
C-3
1" = 10'

HDR
HDR Engineers, Inc.

COPY

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

'96 JUL 29 AM 11:42

393012
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LINDA SLATER
RECORDER
\$16.00 PAID *SL* DEPUTY