

APN 1418-03-301-010  
RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:



KAREN ELLISON, RECORDER

John T. Kuzmik  
PO Box 407  
Glenbrook, NV 98413-0407

## GRANT OF EASEMENT AND QUITCLAIM AGREEMENT

This GRANT OF EASEMENT AND QUITCLAIM AGREEMENT, is made and entered into this 16 day of March, 2017, by and between John T. Kuzmik and Jody Kuzmik as Trustees of the John and Jody Kuzmik Family Trust (collectively the "Owner"), as the grantor for indexing purposes, and the Glenbrook Water Cooperative, a Nevada Non-Profit Corporation (the "Authority"), as the grantee for indexing purposes.

WHEREAS, Owner owns that certain real property in Glenbrook, Nevada commonly referred to as 2203 Lands End Rd., Glenbrook NV 89413 designated by APN 1418-03-301-010 (the "Kuzmik Property");

WHEREAS, the Authority is a public utility which operates a water system in Douglas County, Nevada;

WHEREAS, the Authority desires to obtain a non-exclusive easement over a portion of the Kuzmik Property for the operation and maintenance of the water line and appurtenant facilities installed thereon; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant Easement and Access. Owner hereby grants, conveys, establishes and creates for the benefit of the Authority a non-exclusive easement to operate, inspect, maintain and repair an underground water pipeline, and the conduits, valves, vaults, building service connections and other appurtenant facilities (collectively, the "Facilities") installed on the Kuzmik Property in the location (the "Easement Area") more specifically described on "Exhibit 1 - Water Line and Facilities Location Description", attached hereto and made a part hereof. The

Authority shall have at reasonable times ingress and egress to the Easement Area for the purposes set forth above.

2. **Quitclaim.** The Owner does hereby vacate and quitclaim to the Authority all of its right, title and interest in and to any of the Facilities which are installed in the Easement Area, and the same shall be and remain the property and responsibility of the Authority.
3. **Authority Responsibilities.** The Authority agrees that it is responsible at its own cost and expense for the operation, inspection, maintenance, and repair of the Facilities in a manner consistent with industry standards. In the event the Authority requires the relocation of any of the Facilities or the adjustment of the depth of any of the Facilities within the Easement Area, all costs required to accomplish such relocation or adjustment shall be paid by the Authority.
4. **Owner Reservations.** Owner reserves the right to make any use of the Easement Area which is not inconsistent with the rights herein conveyed, including without limitation landscaping, pavement and concrete.
5. **Authority Restoration.** Within ten (10) days of the completion of any activity by the Authority on the Easement Area the Authority shall at its own cost and expense remove any debris and restore, without limitation, the surface grade, landscaping, pavement, concrete and surroundings to the condition that existed prior to the Authority's disturbance, unless conditions beyond the control of the Authority, such as weather, make ten (10) days from completion impracticable, in which case the Authority shall have within 10 days from the cessation of the condition. If the Authority fails to do so, Owner may do so at the Authority's risk and expense, and the Authority agrees to reimburse Grantors for the cost of restoration. The Authority's obligation to restore shall survive in perpetuity.
6. **Indemnification.** The Authority shall indemnify and hold the Owner and its successors and assigns harmless from any action, claim, liability, loss, damage or suit asserted by or against Owner arising from the Authority's use of the Easement Area or the operation, inspection, maintenance, and repair of the Facilities, including without limitation damage, breaks or service disruption to the Facilities for any cause. The Authority's obligation to indemnify and hold harmless shall survive in perpetuity.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Easement and Quitclaim Agreement as of the date first written above.

The Glenbrook Water Cooperative

*Kenneth Riley*

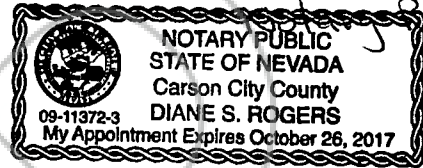
Kenneth Riley, President

*KEN*

STATE OF NV }

} ss.

COUNTY OF Douglas }



*Diane Rogers*  
Notary Public

On 3/16/, 2017, personally appeared before me, a notary public, ~~Kenneth~~ Riley, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing, who acknowledged to me that they executed the foregoing documents .

JODY KUZMIK, as Trustee of the JOHN AND  
JODY KUZMIK FAMILY TRUST

*Jody Kuzmik*

Jody Kuzmik

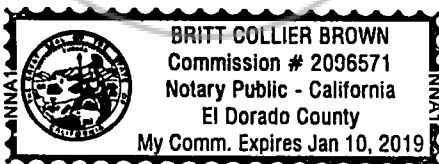
*California*

STATE OF ~~NEVADA~~ }

*El Dorado* } ss.

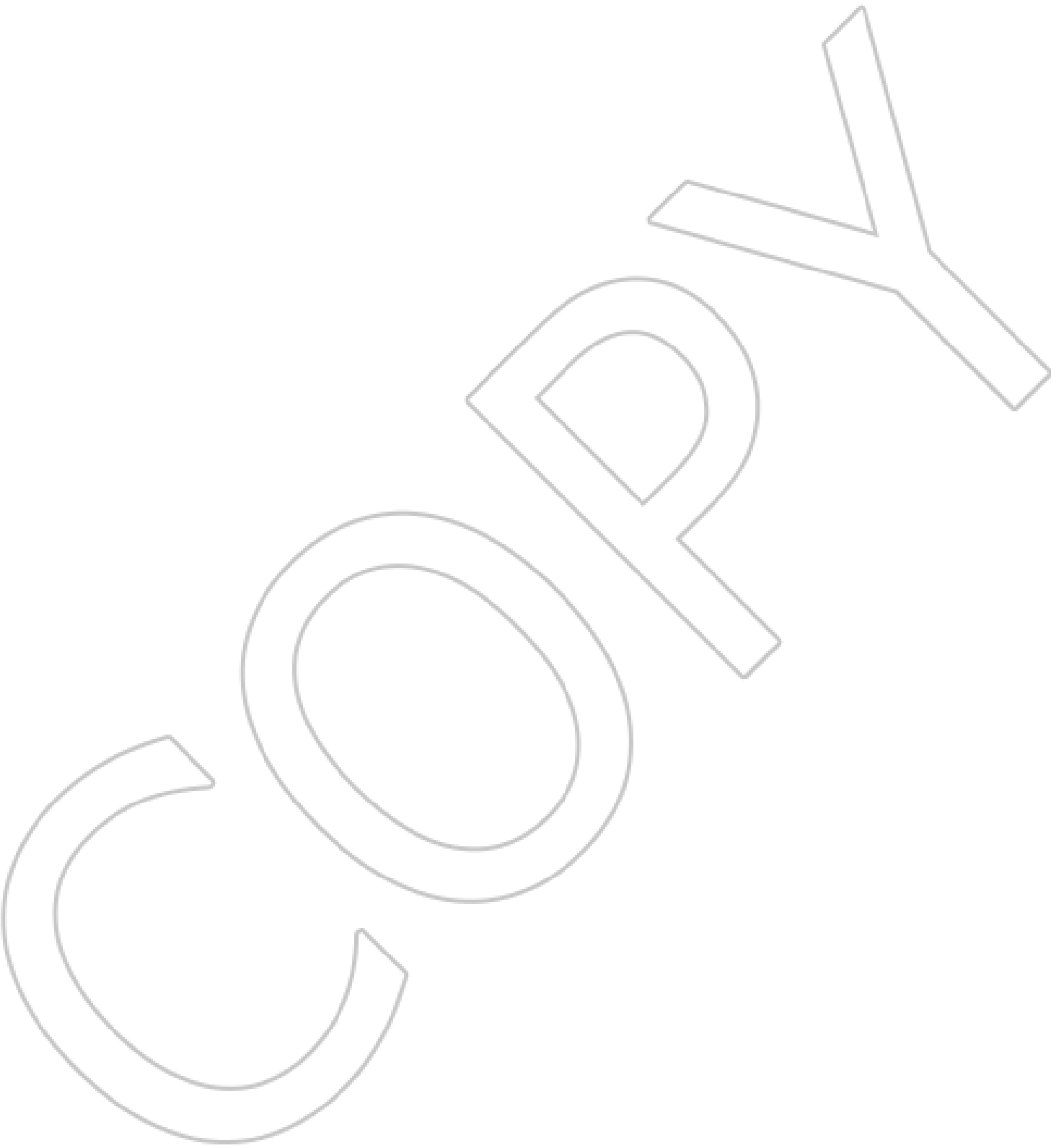
COUNTY OF ~~DOUGLAS~~ }

On March 8, 2017, personally appeared before me, a notary public, Jody Kuzmik, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing deed, who acknowledged to me that they executed the foregoing documents



*Britt Collier Brown*  
Notary Public

Exhibit 1 - - Water Line and Facilities Location Description



L=87.69'  
R=45.00'  
 $\Delta=111^{\circ}39'06''$   
CH=74.46'  
CH=N 64°58'33" E

ROAD

L=71.49'  
R=190.00'  
 $\Delta=21^{\circ}33'31''$   
CH=71.07'  
CH=N 02°40'35" E

END

L=207.62'  
R=180.00'  
 $\Delta=66^{\circ}05'14''$   
CH=196.30'  
CH=N 31°44'20" E

LANDS

UNDERGROUND WATERLINE

H2O VALVE

H2O VALVE

N 62°3'18" W 100.00'

N 29°53'18" W 63.00'

N 58°16'42" E 123.00'

N 18°33'21" W 171.40'

N 17°29'18" W 201.06'

01°14'07" E 159.00'

PARCEL PER  
BK.914 PG.542