

APN 1418-10-801-004



KAREN ELLISON, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

When recorded, mail to:

Glenbrook Water Cooperative  
PO Box 295  
Glenbrook, NV 89413

### AMENDMENT TO WATER LINE EASEMENT

This Amendment to Water Line Easement is made as of this 13 day of June, 2019, by and between 183 Yellow Jacket LLC ("Grantor") and Glenbrook Water Cooperating ("Grantee").

Whereas, on or about the date hereof, Grantor entered into that certain Water Line Easement that was recorded in the real property records of Douglas County, Nevada, as document number N/A (the "Original Easement").

Whereas, Grantor was only willing to enter into the Original Easement instrument if Grantee agreed to the provisions of this Amendment to Water Line Easement.

Now, therefore, for good and valuable consideration including Grantor's willingness to grant the Original Easement, Grantor and Grantee agree as follows:

1. Reasonably promptly after completion of construction of the improvements contemplated by the Original Easement that are located on Grantor's property, Grantee will cause any portion of Grantor's property that was disturbed by such construction to be restored to comply in all material respects with any approved drainage plans that Grantor provides Grantee prior to commencement of such construction, so long as the disturbed portion of Grantor's property materially complies with such plans prior to commencement of such construction. During such construction, Grantor will not allow any greater drainage from Grantor's property than would occur if no construction were taking place unless such greater drainage is in compliance with all applicable laws and regulations and does not materially impact any neighboring properties.

2. The first full paragraph on page 2 of the Original Easement is deleted and replaced in its entirety with the following:

Grantor shall not, without Grantee's prior written consent (which consent shall not be unreasonably withheld), plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Parcels, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantee interferes with Grantee's access to and use of the Easement Parcels for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Parcels which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Parcels.

3. The following language is added to the Original Easement after the fourth full paragraph on page 2 of the Original Easement:

Grantee will be responsible (at Grantee's sole cost and expense) for constructing the Water Facilities in a good, safe, clean, and commercially reasonable condition and materially in accordance with all applicable laws.

4. The following language is added to the Original Easement:

At any time Grantee exercises any of the rights granted by the Original Easement, Grantee will maintain commercial general liability insurance with an insurer licensed in the State of Nevada with primary liability limits of \$1,000,000 per occurrence; \$3,000,000 in the aggregate and excess liability limits of \$6,000,000 per occurrence and in the aggregate. Grantee will cause Grantor to be named as an additional insured on any such policy and, upon request of Grantor, will provide Grantor with a certificate evidencing such insurance coverage.

5. If a dispute arises between Grantor and Grantee relating to the Original Easement, as amended hereby, the prevailing party in any litigation arising from that dispute will be entitled to recover its reasonable attorneys' fees and costs.

6. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

7. Other than as expressly amended hereby, the Original Easement will remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO AMENDMENT TO WATER LINE EASEMENT]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their duly authorized representative this \_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**  
183 Yellow Jacket LLC,  
a Nevada limited liability company

**GRANTEE:**  
Glenbrook Water Cooperative  
a Nevada non-profit corporation

By [Signature]

By \_\_\_\_\_

Printed: Jennifer H. Mulloy  
Owner: 183 Yellow Jacket LLC

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

California  
STATE OF NEVADA )  
San Mateo ) SS  
County of Douglas )



The foregoing instrument was personally acknowledged before me this 13th day of June, 2019, by Jennifer Mulloy as owner of 183 Yellow Jacket LLC.

Sharon Ann Pestoni  
Notary Public

My Commission Expires: Dec 1, 2020

STATE OF NEVADA )  
County of Douglas )

The foregoing instrument was personally acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of Glenbrook Water Cooperative.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_