

DOUGLAS COUNTY, NV

2019-934115

Rec:\$35.00

\$35.00 Pgs=20

08/22/2019 10:18 AM

FENNEMORE CRAIG - RENO

KAREN ELLISON, RECORDER

APN# 1418-03-811-027

Recording Requested by/Mail to:

Name: Glenbrook Water Cooperative Inc.

Address: PO Box 295

City/State/Zip: Glenbrook, NV 89413

Mail Tax Statements to:

Name: Glenbrook Water Cooperative Inc.

Address: PO Box 295

City/State/Zip: Glenbrook, NV 89413

WATER LINE EASEMENT

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

APN 1418-03-811-027

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 Inc.
PO Box 295
Glenbrook, NV 89413

WATER LINE EASEMENT

For and in consideration of the sum of ten and no/100 dollars (\$10.00) paid to the Grantor (defined below) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Margaret Lynn Brantley and Douglas D. Tuttle, Trustees of the Brantley/Tuttle 2005 Trust** (“Grantor”), which owns that parcel described in Exhibit A (the “Burdened Parcel”), does hereby grant and convey unto **Glenbrook Water Cooperative Inc., a Nevada non-profit corporation**, and its successors and assigns (“Grantee”), for use by Grantee’s agents, employees, contractors, participants, and permittees, the following non-exclusive easements in, upon, over, under, across, and through Grantor’s Burdened Parcel:

- A. an easement for the purpose of constructing, installing, removing, reconstructing, and replacing an underground water line and any associated conduits, pipes, wires, manholes, and other appliances, appurtenances, and fixtures associated with the collection and transmission of water (collectively, “the Water Facilities”), on that portion of Grantor’s Burdened Parcel that lies within the property described in **Exhibit B-1** and depicted in **Exhibit B-2**; provided, however, that the Water Facilities shall be located only within the property described in **Exhibit B-3** and depicted in **Exhibit B-4**
- B. an easement for the purpose of constructing, installing, removing, reconstructing, and replacing lateral supply lines from the above-described water line to adjacent parcels and any associated conduits, pipes, wires, manholes, and other appliances, appurtenances, and fixtures associated with the collection and transmission of water for service to the adjacent parcels (collectively, “the Supply Line Facilities”), in the location agreed to by the owner of the Burdened Parcel in question (such agreement not to be unreasonably withheld, conditioned, or delayed) and that lies within a strip of land lying 20 feet on each side of the agreed upon location;
- C. an easement for the purpose of operating, maintaining and repairing the Water Facilities on that portion of Grantor’s Burdened Parcel that lies within the property described in **Exhibit B-3** and depicted in **Exhibit B-4**; and

- D. an easement for the purpose of operating, maintaining and repairing the Supply Line Facilities on that portion of Grantor's Burdened Parcel that lies within a strip of land lying 10 feet on each side of the location in which such lateral supply lines are actually constructed

all such easements include the right of ingress and egress to, from, and across such easements. The area of the easements described in Sections A through D, above, is referred to herein as the "Easement Area," and the area of the easements described in Sections C and D, above, is referred to herein as the "Permanent Easement Area." Without further action by Grantor or Grantee, the easement described in Section A, above, will expire upon completion of construction of the Water Facilities referred to in that Section A. Without further action by Grantor or Grantee, the easement described in Section B, above, will expire upon completion of construction of the Supply Line Facilities referred to in that Section B. Upon request of Grantor, Grantee will promptly record in the real property records of Douglas County, Nevada, appropriate documents evidencing such expirations.

1. Except as expressly stated herein or as otherwise approved by Grantee in writing (such approval not to be unreasonably withheld), within the Permanent Easement Area Grantor shall not construct, install, or place, or permit to be constructed, installed, or placed, any building or other structure, plant any additional trees, drill any well, store materials of any kind, or alter ground level by cut or fill to a depth exceeding eight inches above or below existing grade, except as may be required to comply with regulations, orders or other legal requirements imposed upon Grantor for drainage, environmental or other property maintenance by the Tahoe Regional Planning Agency or any other governmental or quasi-governmental entity with jurisdiction. Any such exception shall be executed only after notification to Grantee and with all reasonable effort to avoid impediment to Grantee's easement rights.

2. Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Area for any purpose not inconsistent with the rights and privileges herein granted and which will not interfere with, impair, or endanger any of the Water Facilities or the use thereof.

3. Grantee shall have the right (but not the obligation), after notice to and consultation with Grantor, to trim, cut and clear away brush or other vegetation (excluding trees) in the Permanent Easement Area whenever in its reasonable judgment the same shall be necessary for the safe exercise of the rights herein granted.

4. Grantee will be responsible (at Grantee's sole cost and expense) for constructing, maintaining and repairing the Water Facilities and the Supply Line Facilities in a good, safe, clean, and commercially reasonable manner and materially in accordance with all applicable laws. Grantor will not unreasonably disturb Grantee's use of the Easement Area. Grantee will use commercially reasonable efforts to minimize interference with the normal use of Grantor's property (including, without limitation, vehicular access to Grantor's property) during any such construction, maintenance or repairs. In connection with any work performed by or on behalf of Grantee under this Water Line Easement, Grantee agrees (at Grantee's sole cost and expense) (i) to restore any disturbed land or damaged portion of the

Burdened Parcel, including, without limitation, natural vegetation and landscaping and other improvements, to substantially the same condition as existed prior to such damage, (ii) to perform all such work free and clear of any mechanics' or materialmen's liens, and (iii) other than in the event of an emergency threatening persons or property, to give Grantor reasonable advance notice before entering Grantor's property to exercise its rights under this instrument.

5. To the fullest extent permitted by law, Grantee, its successors, and assigns shall defend, indemnify and hold harmless Grantor and any of its members, agents, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against Grantor by reason of Grantee's use or occupancy of the Easement Area or the performance of its obligations hereunder, whether or not related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Grantee, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6. To the fullest extent permitted by law, Grantor, its successors, and assigns shall defend, indemnify and hold harmless the Grantee and any of its members, agents, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against Grantee by reason of the negligent or intentional actions, acts, errors, mistakes, or omissions of Grantor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

7. The easements described in Sections C and D, above, and the other rights granted to Grantee hereunder as they relate to the easements described in Sections C and D are perpetual and will not terminate until and unless abandoned through the recordation of a document executed and acknowledged by Grantee specifically terminating this instrument. Upon such recordation, Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Area by Grantee within a reasonable time subsequent to such termination and provided that it can do so in compliance with all applicable laws, statutes, ordinances, rules and regulations. Grantee's right to remove notwithstanding, Grantee may elect to abandon the Water Facilities in place within the Easement Area provided that it can do so in compliance with all applicable laws, statutes, ordinances, rules, or regulations.

8. The benefits, burdens, covenants and agreements herein set forth shall run with the land and shall extend and inure in favor and to the benefit of, and shall be binding

on, Grantor and Grantee and their successors and assigns until the same expire by their terms or are otherwise terminated in accordance with the provisions of this instrument.

9. This instrument may be executed in 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.

[SIGNATURE PAGES TO FOLLOW]

COOPER

[SIGNATURE PAGE TO CONSTRUCTION WATERLINE EASEMENT - THE
BACK ROAD]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly
authorized representative this 26 day of July, 2019.

GRANTOR:
APN: 1418-03-811-027

Margaret Lynn Brantley
By: Margaret Lynn Brantley, as Trustee of
the Brantley/Tuttle 2005 Trust.

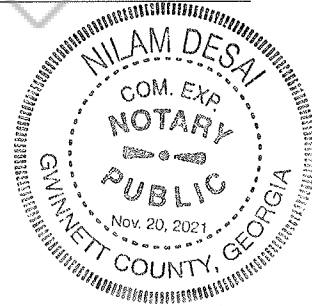
[Signature]
By: Douglas D. Tuttle, as Trustee of the
Brantley/Tuttle 2005 Trust.

STATE OF NEVADA GA)
) ss
County of Douglas Forsyth)

The foregoing Water Line Easement was personally acknowledged before me this 26
day of July, 2019, by Margaret Lynn Brantley, as Trustee for the
Brantley/Tuttle 2005 Trust.

Nilam Desai
Notary Public

My Commission Expires:
Nov, 20, 2021

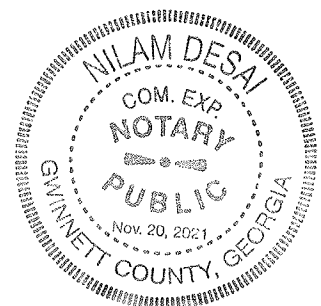


STATE OF NEVADA GA)
) ss
County of Douglas Forsyth)

The foregoing Water Line Easement was personally acknowledged before me this 26
day of July, 2019, by Douglas D. Tuttle, as Trustee for the Brantley/Tuttle 2005
Trust.

Nilam Desai
Notary Public

My Commission Expires:
Nov, 20, 2021



[SIGNATURE PAGE TO WATER LINE EASEMENT- THE BACK ROAD]

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized representative this 12 day of August, 2019.

GRANTEE:

**GLENBROOK WATER COOPERATIVE INC.,
a Nevada non-profit corporation**

By: *Ken Riley*

Printed: Ken E. Riley

Title: PRESIDENT

Arizona
STATE OF NEVADA)
Pima)
County of Douglas)

The foregoing Water Line Easement was personally acknowledged before me this 12th day of August, 2019, by Ken Riley as President for Glenbrook Water Cooperative Inc.

Julie Good
Notary Public

My Commission Expires:

5/18/2020

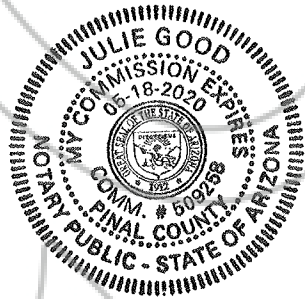


EXHIBIT "A"

Owner: Brantley/Tuttle 2005 Trust
APN: 1418-03-811-027

Parcel Description

LOT 77 OF BLOCK D, OF THE OFFICIAL PLAT OF GLENBROOK UNIT NO.3
DOCUMENT NO. 045299, RECORDED JUNE 13, 1980, OFFICIAL RECORDS OF
DOUGLAS COUNTY, STATE OF NEVADA.



EXHIBIT "B-1"
Easement Legal Description



EXHIBIT "B-1"
40' TEMPORARY CONSTRUCTION EASEMENT

All that certain real property lying within a portion of Section 3, Township 14 North, Range 18 East, M.D.M., Douglas County, State of Nevada, being a portion of the following:

- A.P.N. 1418-03-802-003 – A parcel of land described per Grant, Bargain and Sale Deed, Document No. 911041, recorded March 01, 2018, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-802-005 - A parcel of land described per Grant Deed, Document No. 760104, recorded March 12, 2010, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-802-006 - A parcel of land described per Grant, Bargain and Sale Deed, Document No. 751759, recorded October 05, 2009, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-810-001 – Lot B, of the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada
- A.P.N. 1418-03-811-027 – Lot 77 of Block D, of the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-802-004 – A parcel of land described per Grant, Bargain, Sale Deed, Document No. 904008, recorded September 14, 2017, official records of Douglas County, State of Nevada,

Being more particularly described as follows:

A strip of land, 40.00 feet in width, laying 20 feet on each side of the following described centerline;

BEGINNING at a point within Lot 77 of Block D, per Document No. 045299, whence the northerly angle point of a parcel of land described per Grant, Bargain, Sale Deed, Document No. 904008, recorded September 14, 2017, official records of Douglas County, State of Nevada, monumented with a 1" iron pipe, bears North 88°36'09" East, 367.29 feet distant, and the northwest corner of a parcel of land described per Document No. 911041, bears South 41°38'49" East, 46.11 +/- feet distant;

THENCE South 67°22'13" East, 68.27 feet;

THENCE South 88°15'15" East, 34.81 feet;

THENCE North 69°57'28" East, 79.59 feet;

THENCE North 81°38'32" East, 203.77 feet;

THENCE South 71°09'02" East, 48.48 feet, to the West line of Lot B, per Document No. 045299, whence the southwest corner of said parcel bears South 41°02'32" East, 39.55 +/- feet distant;

THENCE South 71°09'02" East, 36.10 feet;

THENCE South 48°00'47" East, 129.96 feet;

THENCE South 57°42'08" East, 85.80 feet;

THENCE South 84°38'56" East, 12.16 feet, to the North line of a parcel of land described per Document No. 751759, whence the northwest corner of said parcel bears South 70°31'00" West, 8.92 +/- feet distant;

THENCE South 84°38'56" East, 111.92 feet;

THENCE South 66°14'29" East, 126.89 feet;

THENCE South 69°16'51" East, 80.52 feet;

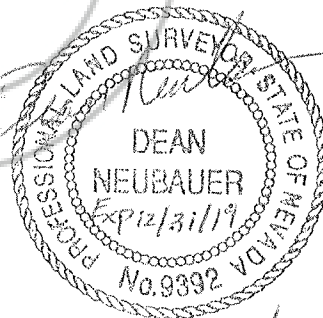
THENCE South 23°42'54" East, 77.91 feet and being the **POINT OF ENDING**, from whence the southeast corner of said parcel, monumented with a 5/8" rebar with cap, stamped TRI-STATE RLS 5091 bears South 65°48'38" East, 28.70 feet distant.

EXCEPTING THEREFROM A strip of land, 20.00 feet in width, laying 10 feet on each side of the above-described centerline, which is a Permanent Water Line Easement.

Easement contains 22,732 sq.ft. +/-.

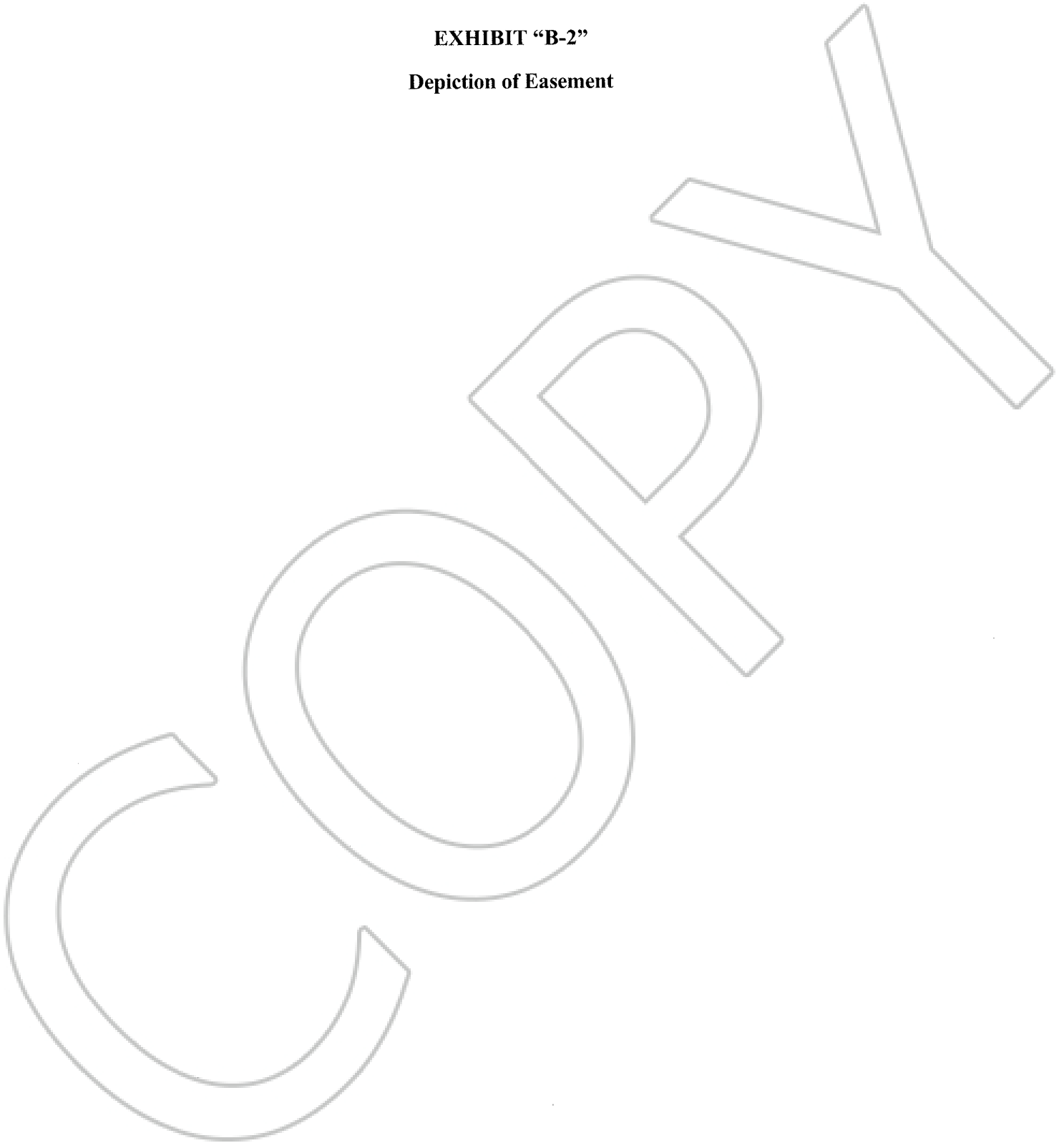
THE BASIS OF BEARING for this description is identical to the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada

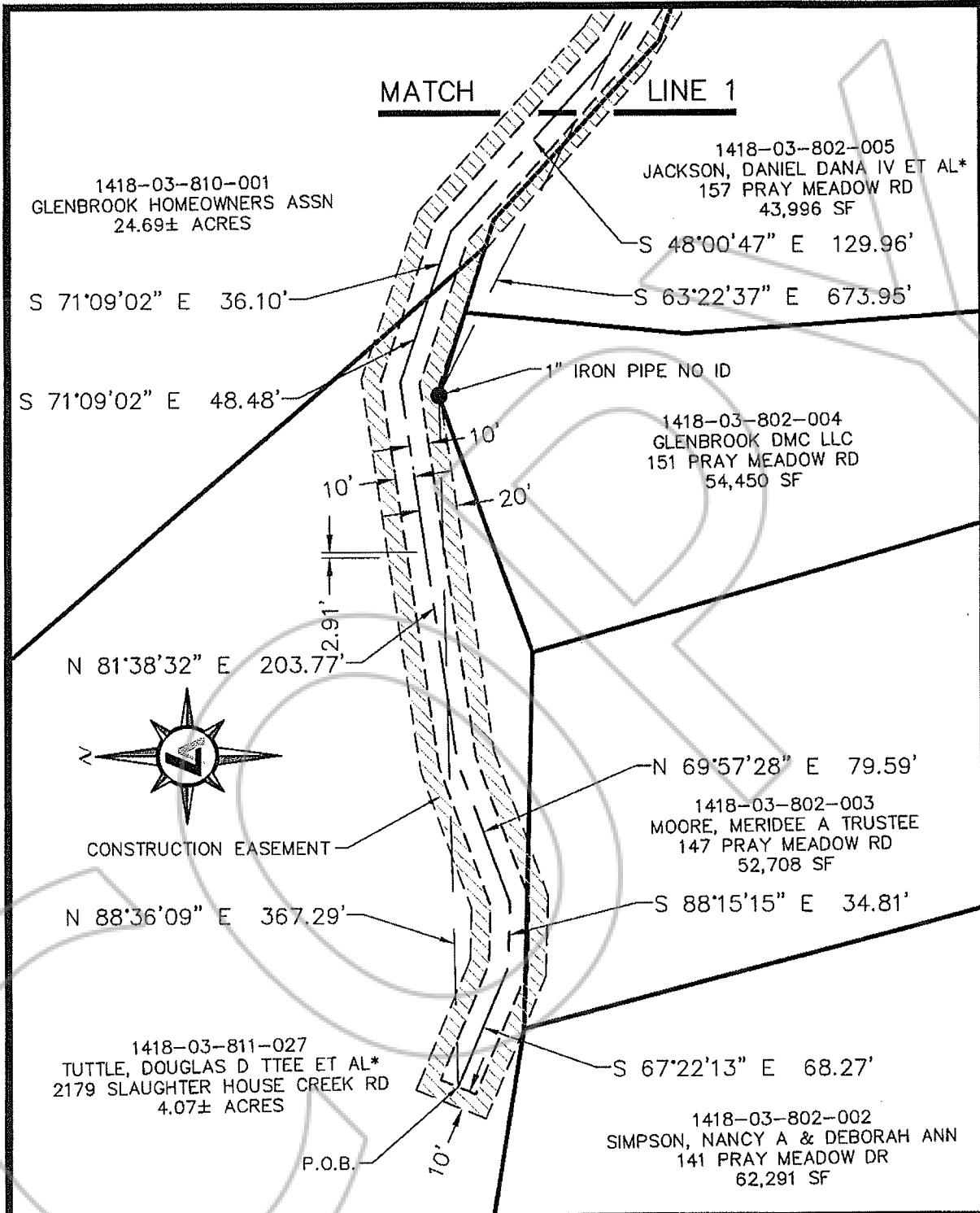
Prepared by
Lumos & Associates
Dean Neubauer, PLS 9392
308 N. Curry Street, Suite 200
Carson City, NV 89703



7/17/2019

EXHIBIT "B-2"
Depiction of Easement





1418-03-810-001
 GLENBROOK HOMEOWNERS ASSN
 24.69± ACRES

1418-03-802-005
 JACKSON, DANIEL DANA IV ET AL*
 157 PRAY MEADOW RD
 43,996 SF

S 71°09'02" E 36.10'

S 48°00'47" E 129.96'

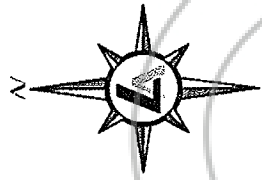
S 63°22'37" E 673.95'

S 71°09'02" E 48.48'

1" IRON PIPE NO ID

1418-03-802-004
 GLENBROOK DMC LLC
 151 PRAY MEADOW RD
 54,450 SF

N 81°38'32" E 203.77'



CONSTRUCTION EASEMENT

N 69°57'28" E 79.59'

1418-03-802-003
 MOORE, MERIDEE A TRUSTEE
 147 PRAY MEADOW RD
 52,708 SF

N 88°36'09" E 367.29'

S 88°15'15" E 34.81'

1418-03-811-027
 TUTTLE, DOUGLAS D TTEE ET AL*
 2179 SLAUGHTER HOUSE CREEK RD
 4.07± ACRES

S 67°22'13" E 68.27'

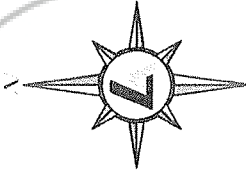
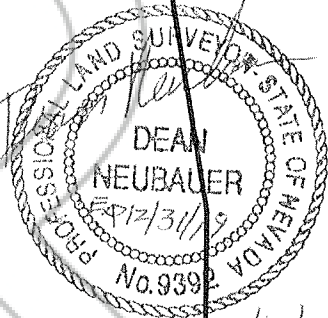
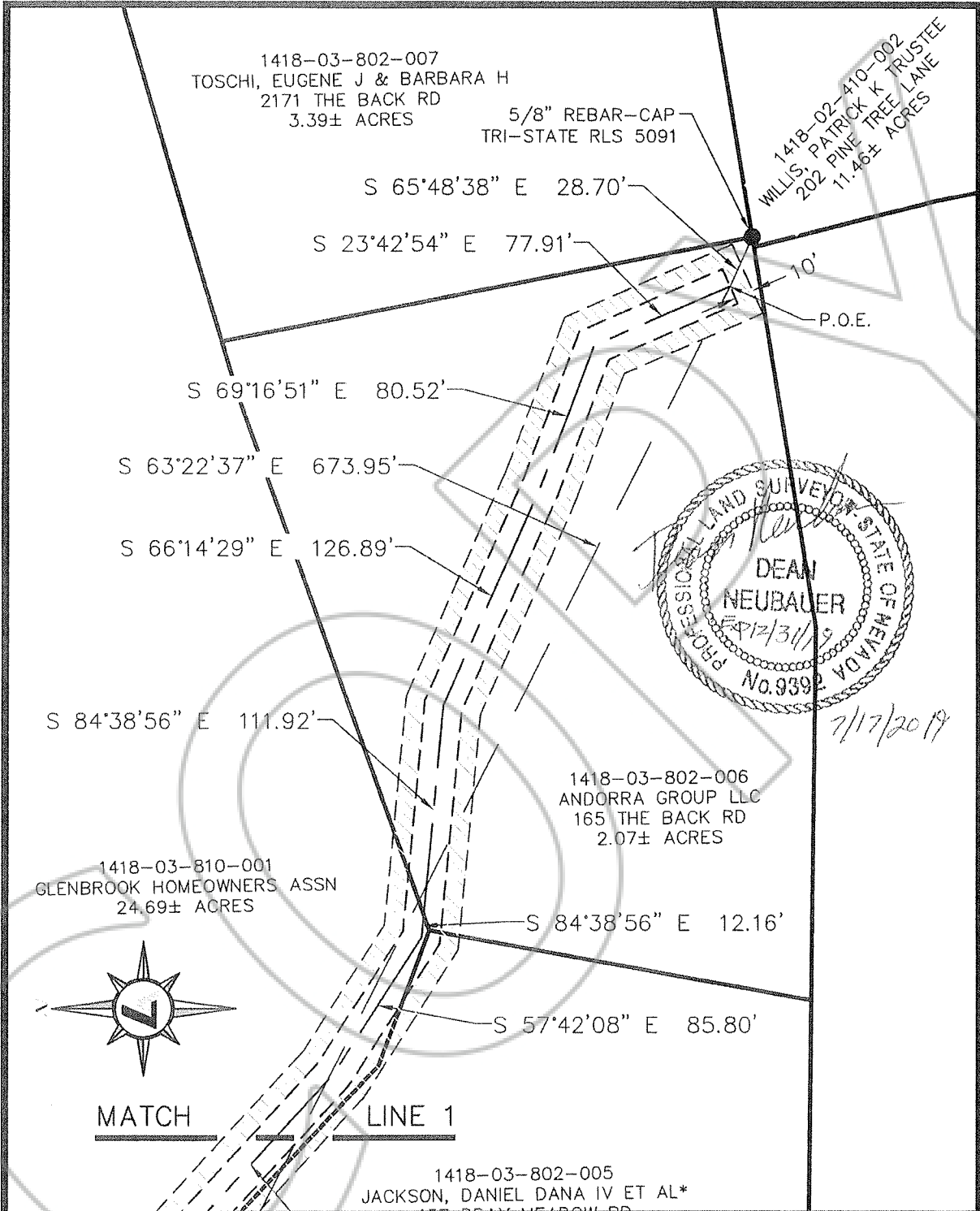
1418-03-802-002
 SIMPSON, NANCY A & DEBORAH ANN
 141 PRAY MEADOW DR
 62,291 SF

P.O.B.

LUMOS
 & ASSOCIATES
 308 N. CURRY STREET, SUITE 200
 CARSON CITY, NEVADA 89703
 PH. (775) 883-7077 FAX (775) 883-7114

EXHIBIT "B-2"
 20' PERMANENT & 40' CONSTRUCTION EASEMENT
 THE BACK ROAD, GLENBROOK, NEVADA
 PORTIONS OF SEC. 10, T.14N., R.18E., MDM
 DOUGLAS NEVADA

Date: MARCH 2019
 Scale: 1" = 80'
 Job No: 9195.000
 Sheet: 1 of 2



MATCH

LINE 1


 <p>308 N. CURRY STREET, SUITE 200 CARSON CITY, NEVADA 89703 PH. (775) 883-7077 FAX (775) 883-7114</p>	<p>EXHIBIT "B-2"</p> <p>20' PERMANENT & 40' CONSTRUCTION EASEMENT THE BACK ROAD, GLENBROOK, NEVADA PORTIONS OF SEC. 10, T.14N., R.18E., MDM</p>	<p>Date: MARCH 2019</p> <p>Scale: 1" = 80'</p> <p>Job No: 9195.000</p> <p>Sheet: 2 of 2</p>
	<p>DOUGLAS</p>	<p>NEVADA</p>

EXHIBIT "B-3"
Easement Legal Description



EXHIBIT "B-3"
20' PERMANENT WATER LINE EASEMENT

All that certain real property lying within a portion of Section 3, Township 14 North, Range 18 East, M.D.M., Douglas County, State of Nevada, being a portion of the following:

- A.P.N. 1418-03-802-003 – A parcel of land described per Grant, Bargain and Sale Deed, Document No. 911041, recorded March 01, 2018, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-802-005 - A parcel of land described per Grant Deed, Document No. 760104, recorded March 12, 2010, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-802-006 - A parcel of land described per Grant, Bargain and Sale Deed, Document No. 751759, recorded October 05, 2009, official records of Douglas County, State of Nevada.
- A.P.N. 1418-03-810-001 – Lot B, of the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada
- A.P.N. 1418-03-811-027 – Lot 77 of Block D, of the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada

Being more particularly described as follows:

A strip of land, 20.00 feet in width, laying 10 feet on each side of the following described centerline;

BEGINNING at a point within Lot 77 of Block D, per Document No. 045299, whence the northerly angle point of a parcel of land described per Grant, Bargain, Sale Deed, Document No. 904008, recorded September 14, 2017, official records of Douglas County, State of Nevada, monumented with a 1" iron pipe, bears North 88°36'09" East, 367.29 feet distant, and the northwest corner of a parcel of land described per Document No. 911041, bears South 41°38'49" East, 46.11 +/- feet distant;

THENCE South 67°22'13" East, 68.27 feet;

THENCE South 88°15'15" East, 34.81 feet;

THENCE North 69°57'28" East, 79.59 feet;

THENCE North 81°38'32" East, 203.77 feet;

THENCE South 71°09'02" East, 48.48 feet, to the West line of Lot B, per Document No. 045299, whence the southwest corner of said parcel bears South 41°02'32" East, 39.55 +/- feet distant;

THENCE South 71°09'02" East, 36.10 feet;

THENCE South 48°00'47" East, 129.96 feet;

THENCE South 57°42'08" East, 85.80 feet;

THENCE South 84°38'56" East, 12.16 feet, to the North line of a parcel of land described per Document No. 751759, whence the northwest corner of said parcel bears South 70°31'00" West, 8.92 +/- feet distant;

THENCE South 84°38'56" East, 111.92 feet;

THENCE South 66°14'29" East, 126.89 feet;

THENCE South 69°16'51" East, 80.52 feet;

THENCE South 23°42'54" East, 77.91 feet and being the **POINT OF ENDING**, from whence the southeast corner of said parcel, monumented with a 5/8" rebar with cap, stamped TRI-STATE RLS 5091 bears South 65°48'38" East, 28.70 feet distant.

Easement contains 21,932 sq.ft. +/-.

THE BASIS OF BEARING for this description is identical to the Official Plat of Glenbrook Unit No.3 Document No. 045299, recorded June 13, 1980, official records of Douglas County, State of Nevada

Prepared by
Lumos & Associates
Dean Neubauer, PLS 9392
308 N. Curry Street, Suite 200
Carson City, NV 89703

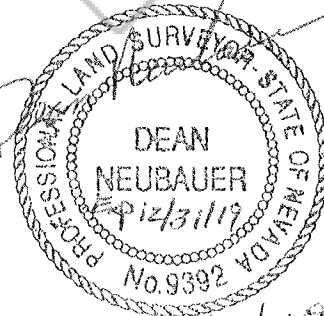
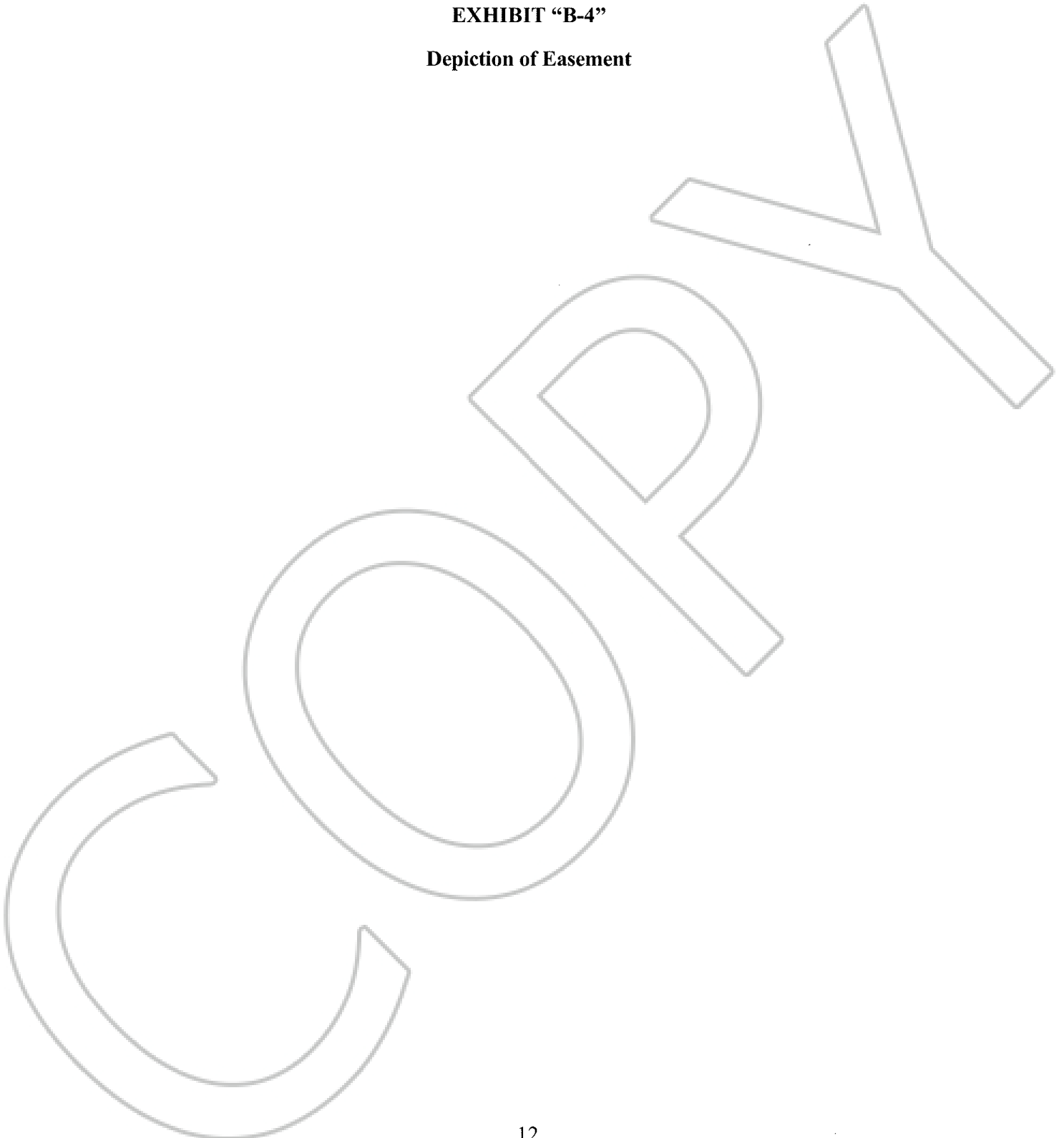
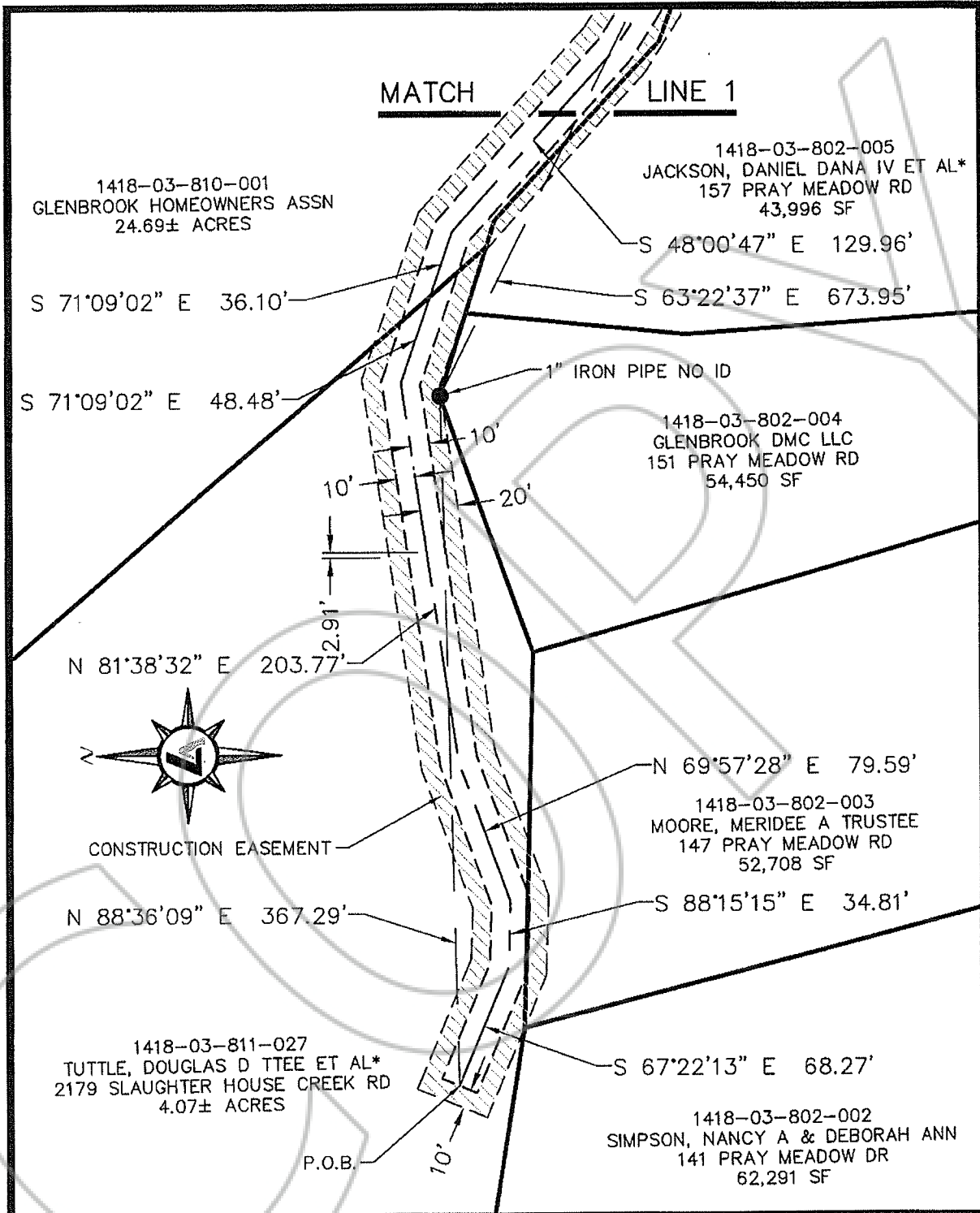


EXHIBIT "B-4"
Depiction of Easement

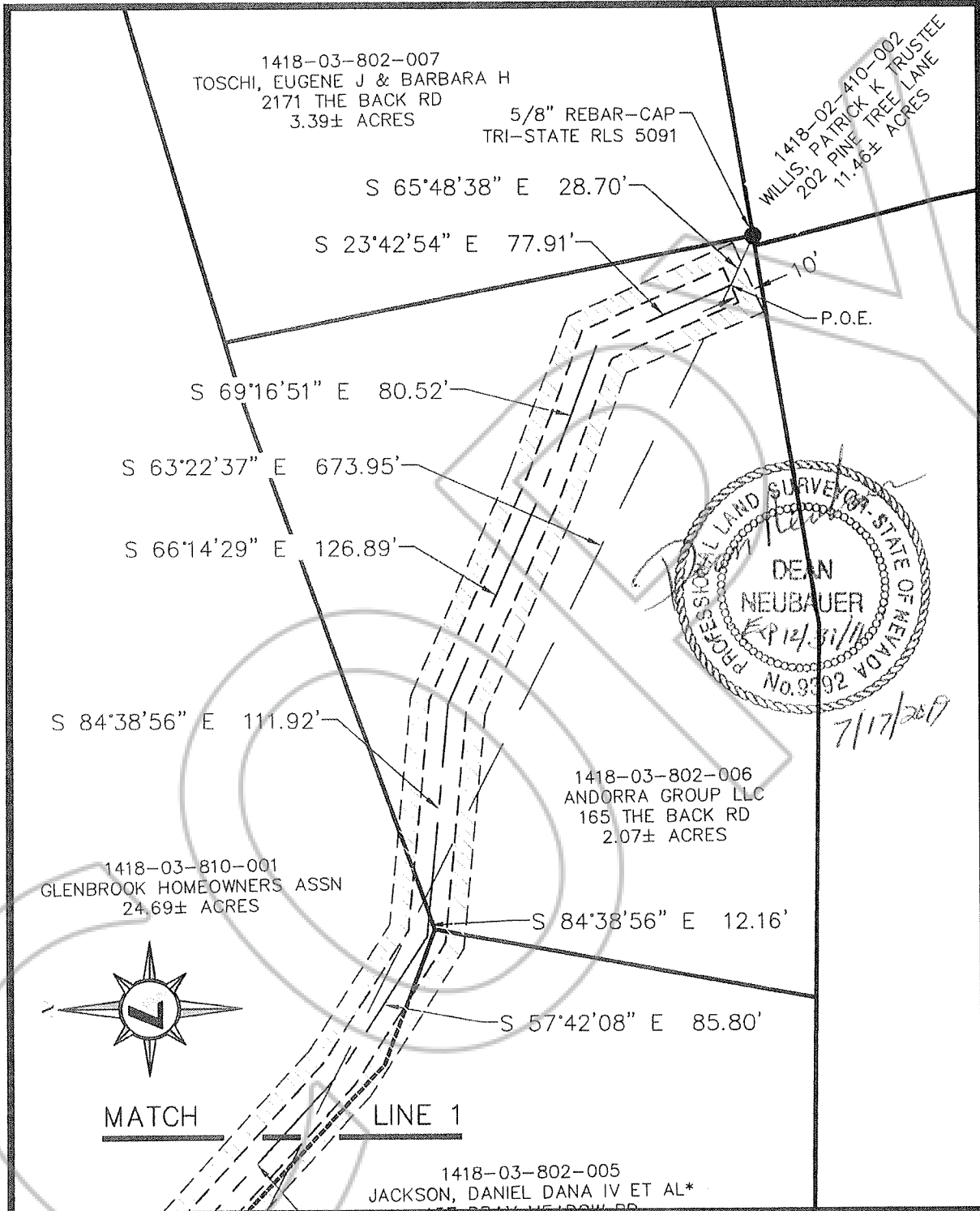





LUMOS
ASSOCIATES
308 N. CURRY STREET, SUITE 200
CARSON CITY, NEVADA 89703
PH. (775) 883-7077 FAX (775) 883-7114

EXHIBIT "B-4"
20' PERMANENT & 40' CONSTRUCTION EASEMENT
THE BACK ROAD, GLENBROOK, NEVADA
PORTIONS OF SEC. 10, T.14N., R.18E., MDM
DOUGLAS NEVADA

Date: MARCH 2019
Scale: 1" = 80'
Job No: 9195.000
Sheet: 1 of 2



 308 N. CURRY STREET, SUITE 200 CARSON CITY, NEVADA 89703 PH. (775) 883-7077 FAX (775) 883-7114	EXHIBIT "B-4" 20' PERMANENT & 40' CONSTRUCTION EASEMENT THE BACK ROAD, GLENBROOK, NEVADA PORTIONS OF SEC. 10, T.14N., R.18E., MDM	Date: MARCH 2019 Scale: 1" = 80' Job No: 9195.000 Sheet: 2 of 2
	DOUGLAS NEVADA	