

APN# 1418-03-401-015

Recording Requested by/Mail to:

Name: Thomas J. Hall

Address: P.O. Box 3948

City/State/Zip: Reno, NV 89505

Mail Tax Statements to:

Name: Thomas McNamara

Address: 2212 Lands End Dr.

City/State/Zip: Glenbrook, NV 89413



KAREN ELLISON, RECORDER

Stipulation (All Parties)

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

Thomas J. Hall, Esq.

Printed Name

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

_____.

1 Case No.: 21398

2 Dept. No.: I

'91 APR -2 P4:46

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FILED
BY Haley

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

ROBERT K. HAM and CAROL D.
HAM, husband and wife; and
JAMES Y. ROBERTSON and
NANCY LEE ROBERTSON,
husband and wife;

Plaintiffs,

STIPULATION
(All Parties)

vs.

JAMES CORNISH and LYNN
CORNISH, husband and wife;
and DOES I - X, inclusive,

Defendants.

AND RELATED COUNTERCLAIMS.

This Stipulation is made by and between ROBERT K. HAM
and CAROL D. HAM, husband and wife (hereinafter "HAM"), JAMES Y.
ROBERTSON and NANCY LEE ROBERTSON, husband and wife, (hereinafter
"ROBERTSON"), JAMES CORNISH and LYNN CORNISH, husband and wife
(hereinafter "CORNISH") and THOMAS McNAMARA and KAREN McNAMARA,
husband and wife (hereinafter "McNAMARA"). This Stipulation is
made and based upon the following facts:

A. HAM, ROBERTSON, CORNISH and McNAMARA are each
referred to hereafter individually as a "Party" and collectively
as the "Parties." The Parties are neighbors at Glenbrook,

1 Nevada. Each Party owns real property roughly adjoining the
2 others. HAM is the owner of Douglas County Assessor's Parcel No.
3 01-030-04 ("Parcel 4"), adjacent to real properties owned by
4 ROBERTSON, CORNISH and McNAMARA. ROBERTSON is the owner of
5 Douglas County Assessor's Parcel No. 01-030-03 ("Parcel 3"),
6 adjacent to the real property owned by HAM. HAM and ROBERTSON
7 jointly own lakefront property known as Douglas County Assessor's
8 Parcel No. 01-030-05 ("Parcel 5"), adjacent to the real property
9 owned by McNAMARA. CORNISH is the owner of Douglas County
10 Assessor's Parcel No. 01-030-07 ("Parcel B"), adjacent to the
11 real properties owned by HAM and McNAMARA. McNAMARA is the owner
12 of Douglas County Assessor's Parcels No. 01-030-06 and 01-030-08
13 ("Parcel A" and "Parcel C", respectively), adjacent to the real
14 properties owned by HAM, CORNISH and jointly by HAM and
15 ROBERTSON. The locations of these real properties are as set
16 forth on Exhibit "1" attached hereto and incorporated herein by
17 reference. Exhibit 1 is a copy of a portion of Douglas County
18 Assessor's Map -- Book 1, Page 3 (01-03).

19 B. Parcels 3, 4, A and B are each improved with a
20 single-family residence occupied by ROBERTSON, HAM, McNAMARA and
21 CORNISH, respectively. Parcel C is unimproved. Parcel 5 includes
22 a sandy beach area. Parcel A includes a sandy beach area and a
23 pier. CORNISH has a right of access across Parcel A to use the
24 beach area and pier on Parcel A.

25 C. Certain conflicts and controversies have arisen
26 among all of the parties to this stipulation with regard to,
27 among other things, the use of the beaches adjacent to the
28 Parties' real properties, and the activities of dogs belonging to

1 the Parties or their guests, all of which have lead to the insti-
2 tution of the within actions between the Parties, both by origi-
3 nal complaint and counterclaims.

4 D. Some of the Parties either own dogs or have guests
5 who own dogs, and who on occasion take their dogs to the Beach.

6 Based on the foregoing facts each of the parties hereby
7 stipulates and agrees as follows:

8 1. As used in this Stipulation:

9 a) "Beach" shall mean all of that area on and to
10 the south of Parcels 5 and A, respectively, from the northerly
11 edge of the sandy areas on such parcels to the waters of Lake
12 Tahoe, and including the shallow waters of Lake Tahoe south to
13 the rock breakwaters, and further including the pier on Parcel A.

14 b) "Dog" includes a dog belonging to a Party, a
15 guest or relative of a Party.

16 c) "Leash" or "leashed" means direct control of a
17 dog by means of a rope, line or tether, not longer than fifteen
18 (15) feet, which is securely fastened at one end to a collar of
19 suitable size and strength affixed to the dog, and the other end
20 of which is held securely by a Party.

21 d) Whenever the term Party or a Party's name
22 appears in this Stipulation, it is intended to include any trust
23 controlled by a Party, the named Party, his heirs, personal
24 representatives, successors and assigns, and also his guests.

25 e) Use of the masculine gender includes the
26 feminine and neuter genders. Use of the singular number includes
27 the plural, and vice versa.

28 2. The restrictions pertaining to dogs in this

1 Stipulation apply to the area bounded on the west by an imaginary
2 north-south line thirty (30) yards west of the west property line
3 of Parcels 3 and 4, and bounded on the east by the east property
4 line of Parcel A, and bounded on the south by the rock
5 breakwaters in the waters of Lake Tahoe directly south of Parcels
6 5 and A, and on the north by the north property line of Parcel A
7 extended westward to the west boundary line described herein.

8 3. Each Party will confine his dog to his own prop-
9 erty and his own area of the Beach -- in the case of CORNISH, the
10 Beach portion of Parcel A south to the rock breakwaters --except
11 when specifically provided for herein.

12 4. Each Party will keep his dog leashed while outside
13 the property lines of the Party's own property, except as pro-
14 vided in paragraph 5, below. Each Party will respect the rights
15 of neighboring property owners and will abide by the rules and
16 policies of the Glenbrook Company and Glenbrook Homeowners
17 Association with regard to dog control while such Party is off
18 his own property or his area of the Beach -- in the case of
19 CORNISH, the Beach portion of Parcel A south to the rock breakwa-
20 ters -- and while in an area where such rules and policies apply.

21 5. A Party may have his dog on the Beach area of his
22 own property -- in the case of CORNISH the Beach portion of
23 Parcel A south to the rock breakwaters -- leashed or unleashed,
24 so long as no other Party is present on the Beach. If another
25 Party comes to the Beach, the Party with the dog shall immedi-
26 ately leash and remove his dog from the Beach. If a Party is on
27 the Beach without a dog, no other Party will bring a dog to the
28 Beach. This restriction shall not apply if, and so long as, each

1 Party on the Beach specifically consents that a dog may stay on
2 the Beach either leashed or unleashed. Each Party specifically
3 agrees that each other Party has the absolute and arbitrary right
4 to deny consent.

5 6. Each Party shall immediately clean up any mess made
6 or left by his dog on the Beach.

7 7. This Stipulation is in full satisfaction and set-
8 tlement of any and all existing claims regarding the subject mat-
9 ter of this Stipulation. All claims are disputed, and the
10 execution hereof shall not be deemed an admission of liability by
11 any Party. This Stipulation is intended to and shall be binding
12 upon each Party. Each Party will bear his own attorneys fees and
13 costs incurred in the prosecution or defense of the complaint.

14 8. Upon execution and approval of this Stipulation as
15 hereinafter provided, the Complaint will be deemed concluded by a
16 final judgment and any claim by any Party inconsistent with any
17 provision of this Stipulation shall be extinguished hereby. This
18 Stipulation shall be submitted to the above entitled Court for
19 its approval and order and judgment that the Parties comply with
20 the terms hereof.

21 9. Each Party specifically reserves each and every
22 right, claim, remedy, and defense he may have as to any conduct
23 or activity occurring after the effective date of this
24 Stipulation and arising out of the same or similar conduct com-
25 plained of in the Complaint.

26 10. This Stipulation was negotiated by counsel for each
27 Party. No Party shall have this Stipulation strictly construed
28 against him because his counsel drafted or redrafted parts or all

1 of this Stipulation.

2 11. Each Party requests that this Court issue an appro-
3 priate order and judgment confirming and implementing the terms
4 of this Stipulation.

5 12. Interpretation and enforcement of this Stipulation,
6 order and judgment shall be by the Court.

7 13. If the parties cannot in the future resolve any
8 problem relative to their position as a neighbor to the other,
9 each party agrees that he will attempt to resolve such problem
10 through voluntary, good faith mediation with a responsible third
11 party prior to resorting to the filing of a lawsuit. The Parties
12 all acknowledge that most problems between neighbors are better
13 resolved through neighborly discussions, communication and
14 effort, rather than litigation. The mediator will not render a
15 decision, but will attempt to guide the parties to a mutually
16 acceptable settlement and stipulation. Mediation will be a con-
17 dition precedent to litigation. Any party who refused to mediate
18 a neighborhood problem prior to filing suit would subject his
19 complaint to dismissal on the grounds of failure to mediate.

20 This Stipulation shall be effective as of the 10th
21 day of September, 1990.

22 HAM:

ROBERTSON:

23
24 Robert K. Ham
ROBERT K. HAM

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24 James Y. Robertson
JAMES Y. ROBERTSON

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26 Carol D. Ham
CAROL D. HAM

25
26 Nancy Lee Robertson
NANCY LEE ROBERTSON

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CORNISH:

MCNAMARA:



JAMES CORNISH

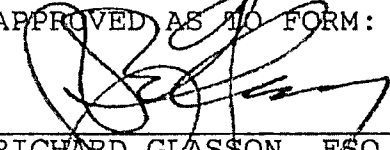
THOMAS MCNAMARA




LYNN CORNISH

KAREN MCNAMARA

APPROVED AS TO FORM:



RICHARD GLASSON, ESQ.
Attorney for Plaintiffs
HAM and ROBERTSON



JOHN C. ROGERS, ESQ.
Attorney for Defendant and
Counterclaimant CORNISH

JACK I. MCAULIFFE, ESQ.
Attorney for Counterdefendants
MCNAMARA

ORDER

Pursuant to the above Stipulation, and good cause appearing,

IT IS HEREBY ORDERED, that judgment be entered herein on the terms set forth in the foregoing Stipulation, and that the Parties hereto are ordered to comply with the terms of the Stipulation and the judgment.

DATED this _____ day of _____, 1990.

District Judge

COR S.HAM

01-03



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Pct. 1 L.D.M. 279/207

U.S. Forest Service
1286/548

PARCEL "A"
⑥
1.85 Ac

②
6.06 Ac

PARCEL "B"
⑦
2.00 Ac

④
7.16 Ac

⑧
2.00 Ac

PARCEL "C"

ROBERTSON
"PARCEL 3"

McNAMARA
"PARCEL C"

HAM
"PARCEL 4"

CORNISH
"PARCEL B"

HAM & ROBERTSON
"PARCEL 5"

McNAMARA
"PARCEL A"

③
0.776 Ac

④
0.966 Ac

⑬
1.91 Ac

⑤
1.74 Ac

9

LAKE TAHOE

EXHIBIT 1

NRS 321.595 As Amended In 1979
Provides Extension Of Beach Front
Property Lines To The Level Of 6223'

COATED

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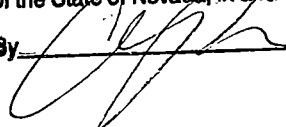
COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 06/18/2021

BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,

By  Deputy