

APN(s): 1418-10-510-003

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)



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SHAWNYNE GARREN, RECORDER

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
FRONTIER CALIFORNIA INC.
MARIA A. KIDD**

Specialist-Right of Way
201 Flynn Road – CAM38NE2
Camarillo, CA 93012 - 8058

GRANT OF EASEMENT

GLENBROOK COUNTRY CLUB (aka, THE GLENBROOK CLUB), a Nevada non-profit corporation,, ("**Grantor**"), as titled owner of the property legally described in the attached **Exhibit A** ("**Grantor's Property**"), for One Dollar (\$1.00) and other good and valuable consideration — receipt of which is hereby acknowledged — and on behalf of itself and its successors and assigns, grants and conveys to Frontier California Inc., a California Corporation ("**Grantee**") and its successors and assigns a perpetual right and easement (Grantor and Grantee are sometimes collectively referred to herein as the "Parties" or individually as a "Party"):

- A. solely to construct, operate, add to, modify, maintain and remove underground telecommunications facilities and systems, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements ("**Underground Utility Facilities**") and service boxes (aboveground or underground), cabinets (aboveground or underground), and other equipment, fixtures, apparatus, and improvements ("**Additional Utility Facilities**") upon, over, under and through only that portion of Grantor's Property legally described in **Exhibits B, C and D** attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
- B. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
- C. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may reasonably deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

1. The Easement Area may be used solely and exclusively for the above-stated uses and purposes but for no other use or purpose. Grantee shall provide Grantor with 48 hours advance written notice of planned material dirt disturbance or significant alterations to any above-ground facilities. Such notice shall not apply to emergency work by Grantee. Such written notice shall be delivered by US Mail and e-mail (with confirmation of delivery requested) to the following address:

The Glenbrook Club
P.O. Box 505
Glenbrook, NV 89413
phone: 775-749-9611

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2. Grantee shall, at its sole cost, keep Grantor's property and the Easement Area free of trash and debris emanating directly from Grantee's possession or use of the Easement Area (including its agent's and contractor's use); Grantee shall have no obligation to remove trash or debris discarded by other parties.

3. Grantee and its successors and assigns shall be responsible for any damage, harm, injuries, or death proximately caused by or relating to Grantee constructing, placing, operating, using, adding to, modifying, maintaining, repairing or removing the Underground Utility Facilities and/or the Additional Utility Facilities in or on the Easement Area, or otherwise arising from or relating to Grantee's possession, control or use of the Easement Area. However, this paragraph does not apply to, and Grantee is not responsible for, any property damage in the Easement Area caused when Grantee exercises its rights under numbered paragraph C above (except that Grantee shall, at its sole cost, repair and restore any existing parking lot, driveway and sidewalk or pathway areas and landscaping if its work causes disturbance or damage to those areas). Additionally, Grantee and its successors and assigns agree to and shall indemnify, defend and hold harmless Grantor and its officers, directors, managers, members, shareholders, agents, employees, contractors, licensees, invitees, successors and assigns (collectively "**Grantor Parties**") from and against any and all Claims (as defined below) which Grantor or the Grantor Parties may suffer arising out of the death of, or any accident, injury, loss or damage, to any person or loss or damage to Grantor's real or personal property, the Easement Area or any improvements thereon, to the extent caused by Grantee or its officers, directors, managers, members, shareholders, agents, employees, contractors, licensees or invitees (collectively "**Grantee Parties**"), excepting therefrom Claims to the extent resulting from the negligence or willful act or omission of Grantor or the Grantor Parties. For purposes of this Section, the term "Claims" shall mean any and all demands, actions, suits, causes of actions, and/or claims for bodily injury/death and/or property damage, costs and expenses, including, without limitation, reasonable attorney's fees and costs.

4. Grantor covenants for the benefit of Grantee, its successors and assigns, that, other than any pre-existing parking area, sidewalks or pathways, landscaping areas and driveways, no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold, condition or delay), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not unreasonably interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

5. Grantee and the Grantee Parties shall at all times comply with all applicable laws, statutes, ordinances, rules and regulations of the United States, the State of Nevada, and all political subdivisions of any thereof with jurisdiction over the Easement Area and Grantee's operations, and comply with all matters of record, including without limitation any CC&R's binding the Easement Area (collectively, the "**Applicable Laws**"), and shall commence work only upon issuance of a valid permit, if applicable, for such work.

6. Grantee's exercise of any right granted in this Grant shall be: (a) undertaken in a commercially reasonable manner which minimizes, to the extent practicable, any damage, diminution-in-value, disruption or other negative impacts upon the Grantor's property and/or the Easement Area and ensures that no liens are recorded or otherwise asserted against the Grantor's property or the Easement Area; (b) conducted in a manner which, under the circumstances, is the least disruptive to the Grantor and its tenants and their respective invitees, and licensees; and (c) used, made or completed with due regard for the safety of all persons coming onto the Grantor's property and the Easement Area.

7. Grantee shall not permit any mechanic's, materialmen's, or other liens to be filed against the Grantor's property or the Easement Area, or any part thereof, by reason of or in connection with Grantee's use, possession or control of the Easement Area. If any such liens are filed, Grantee shall, at its sole cost, immediately cause such lien to be released or bonded so that it no longer affects title to the relevant property. If Grantee fails to cause such lien to be so released or bonded within thirty (30) days of the filing thereof, Grantor may, without waiving its rights and remedies based on such breach, and without releasing Grantee from any of its obligations,

cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Grantee shall pay to Grantor within twenty (20) days after receipt of invoice from Grantor, any sum paid by Grantor to remove such liens, together with any legal fees and costs which Grantor may expend removing said lien.

8. Grantee shall maintain or cause to be maintained at all times in full force and effect commercial general liability insurance against claims of bodily injury, personal injury, death, and property damage (including loss of use thereof), covering the Easement Area and the use of said area by Grantee and its agents, employees, contractors, invitees or licensees, with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00) per occurrence/Three Million Dollars (\$3,000,000.00) aggregate. Grantee shall name Grantor and Grantor's lender (if any) as a "loss payee" and "additional insured" under such policy. The insurance required hereunder shall be written on an occurrence basis and procured from a company rated by Best's Rating Guide not less than A/VII and which is authorized to do business in the State of Nevada. In lieu of securing the insurance described herein, Grantor may elect to self-insure the specified coverages. Grantee shall promptly produce or furnish to Grantor upon request, a certificate of insurance evidencing that the insurance required to be carried under this Section is in full force and effect or, if it has elected to self-insure, with satisfactory proof of its self-insurance and general financial wherewithal. No policy of insurance shall be allowed to expire without at least thirty (30) days prior written notice to Grantor. Grantee, on behalf of its insurance company, waives any right of subrogation against Grantor or the Grantor Parties that Grantee or its insurance company has or may obtain based upon an assignment from its insured.

9. If Grantee has removed all of its Underground Utility Facilities and Additional Utility Facilities and no longer requires the Easement Area, Grantee shall relinquish its rights under this agreement to Grantor by cooperating with Grantor in executing any documentation reasonably required by Grantor to terminate the easement granted herein, and shall leave or restore the Easement Area in the same condition it was in immediately prior to the installation of such Underground Utility Facilities and Additional Utility Facilities. Additionally, upon Grantor's request, Grantee shall promptly provide Grantor with maps or drawings describing and/or depicting the location of any underground pipes or other improvements which have been installed within the Easement Area to the extent such maps or drawings already exist; Grantee shall have no obligation to prepare maps or drawings beyond its normal business practice.

10. Nothing contained in this Grant shall be construed as creating the relationship of principal and agent, partnership or joint venture between the Parties hereto. Neither Party hereto shall have any authority to bind or otherwise obligate the other. Persons retained by either Party as employees or agents shall not be deemed to be employees or agents of the other Party.

11. It is understood that all previous oral or written agreements or representations between the Parties hereto affecting this Grant, if any, are hereby merged into this Grant and this Grant supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, and understandings, if any, between the Parties. The Parties understand and intend that this Grant, along with the contemporaneously executed side-letter agreement, is a fully integrated agreement.

12. Upon full execution of this Grant, Grantee will record it in the Official Records for Douglas County, Nevada. This Grant may be modified or amended only by the recordation in the Official Records of Douglas County, Nevada of a written instrument setting forth such modification or amendment and executed by Grantor and Grantee, or their successors or assigns. Any failure by a party hereto to insist upon strict performance by the other party of any of the terms, provisions or conditions of this Grant shall not be deemed to be a waiver of the same or of any other term, provision or condition hereof, and either party shall have the right at any time thereafter to insist upon strict performance by the other party of any and all of such terms, provisions and conditions. All modifications, amendments or waivers hereunder must be in writing and signed by the waiving party; no waiver, modification or amendment shall occur by conduct, inaction, verbal statements or silence, and the parties hereby waive the application of Nevada case law which holds otherwise.

13. Nothing contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; however, the buyer under any foreclosure sale under a deed of trust shall take title subject to this Grant.

14. In the event that any Party brings an action to interpret, enforce or for breach of, or which otherwise arises from or relates to, this Grant, the prevailing party in any such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable attorneys' fees, court costs and out-of-pocket litigation expenses (even if not otherwise taxable as court costs), including those incurred on appeal and in collection.

15. This Grant shall be construed as if all Parties jointly prepared this Grant and any uncertainty and ambiguity shall not be interpreted against any one Party as the purported drafter (or for any other reason). This Grant shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the Parties hereto. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor's property or the Easement Areas, to the general public or for the general public or for any public purpose whatsoever, it being the intention of Parties hereto that this Grant shall be strictly limited to and for the purposes herein expressed.

16. To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

Exhibit A

Portions of Parcel F as shown on that certain Parcel Map LDA 16-028 for William O. Lurtz, filed for record on May 10, 2017 as Document No. 2017-898460, Official Records of Douglas County, State of Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Utility Facilities. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities.

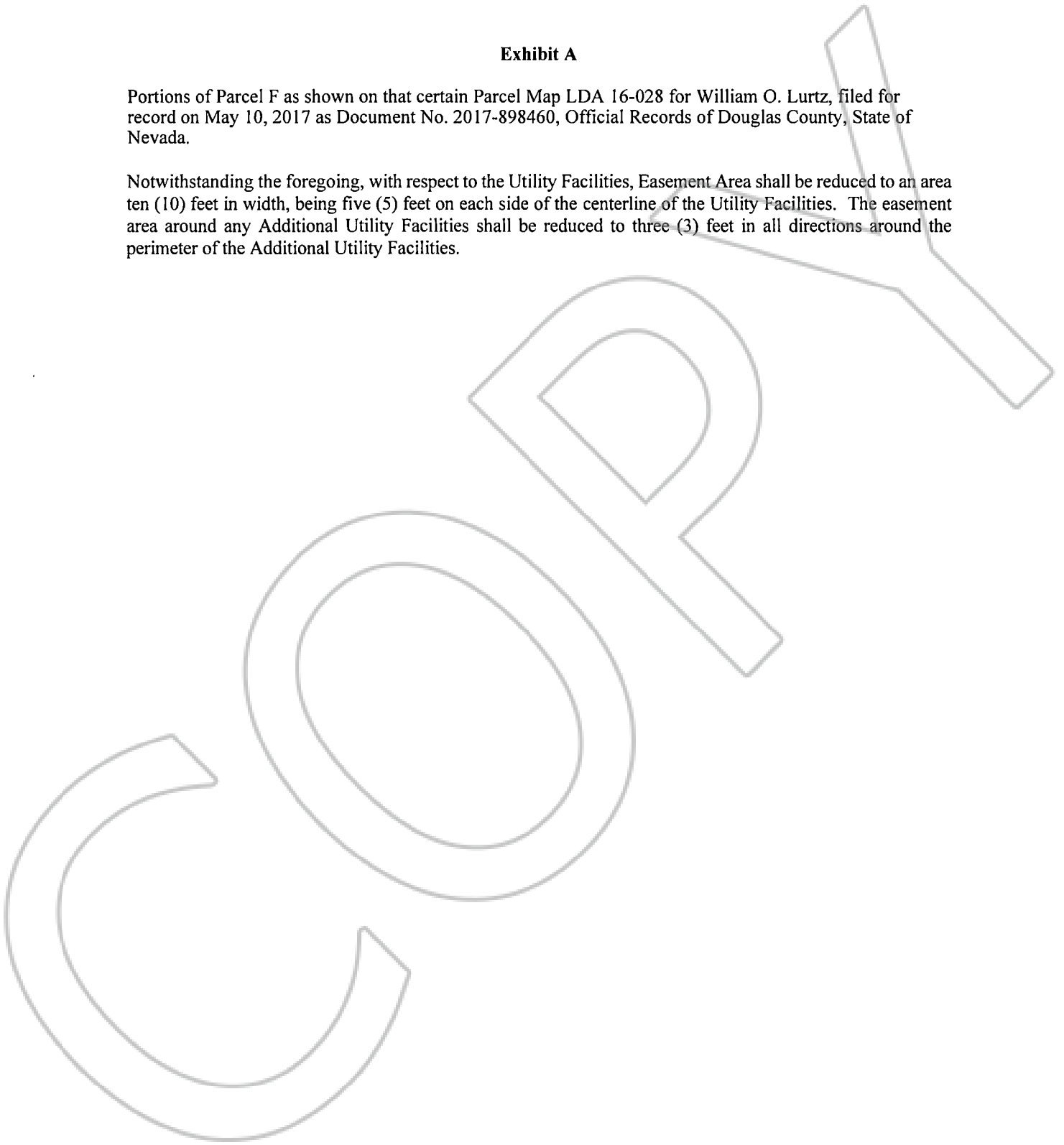
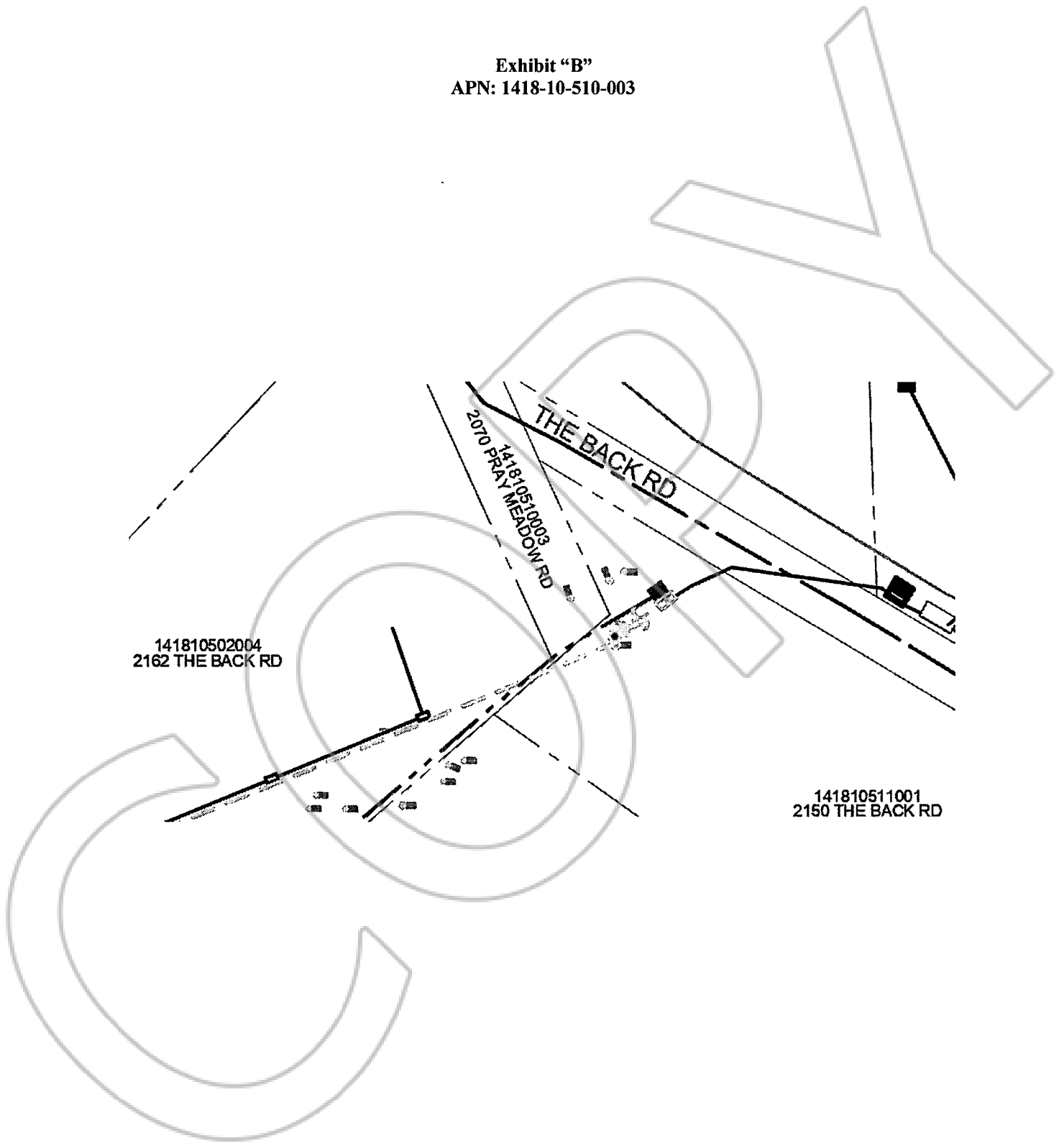


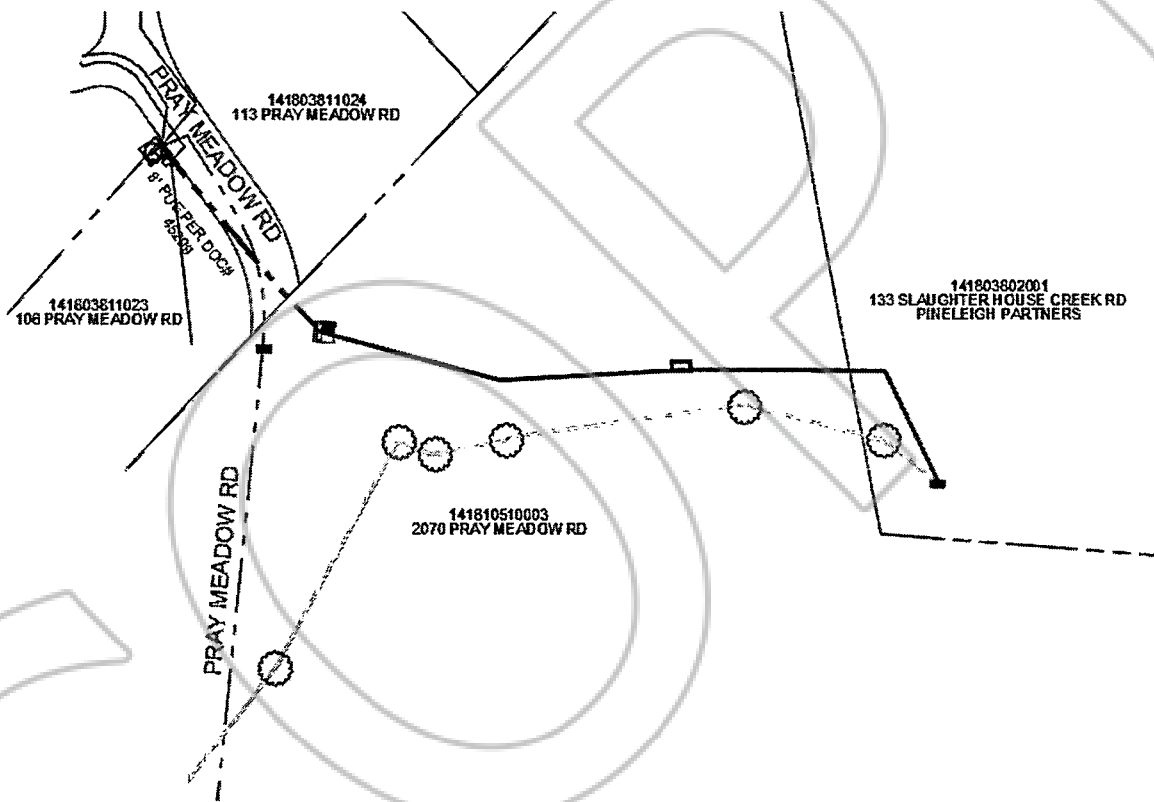
Exhibit "B"
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Exhibit "C"

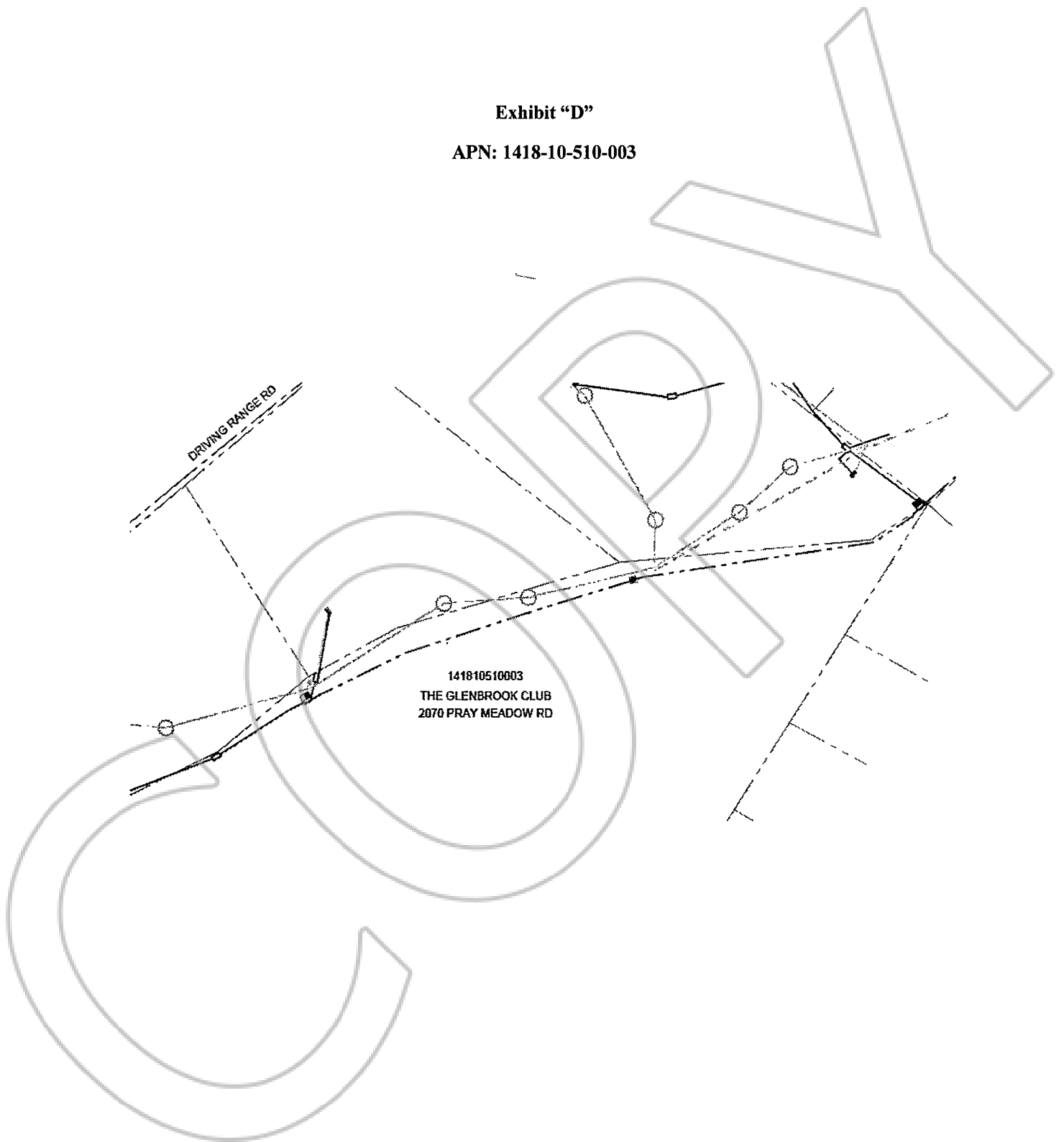
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Exhibit "D"

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