

MAIL TO:
GARY SHEERIN
177 WEST PROCTOR ST.
CARSON CITY, NEV. 89703
APN: 015-020-14

AMENDMENT TO EASEMENT

WHEREAS, on March 31, 1970, Harry Schneider, an unmarried man, now deceased, and succeeded by Robert Arth, Successor Executor of the Estate of Harry R. Schneider (Schneider), Grantor, as party of the first part, and Incline Village General Improvement District (IVGID), Grantee, as party of the second part, entered into an Easement agreement whereby IVGID was granted a perpetual nonexclusive twenty-five foot easement and right of way for the purpose of constructing and maintaining an underground pipeline for the purposes of conveying treated sewage effluent over and under certain real estate owned by Schneider, and

WHEREAS, a portion of this easement was described in pages Exhibit "A"-6, "A"-7, "A"-8 and "A"-9 of that Easement agreement that affected sections 3, 4 and 10 of T14N, R19E MDB&M, which easement was recorded May 25, 1970, in Book 76, Page 213 as Document No. 48205, Official Records of Douglas County, Nevada, and

WHEREAS, Schneider or his successor in interest desires to amend that Easement agreement by making it movable at the landowner's expense so long as the points of entry and exit on the above parcels are not changed, and so long as the flow of effluent through the pipe located in this easement is not decreased or increased in volume, pressure or velocity,

NOW, THEREFORE, it is hereby agreed that the Easement described above is hereby amended by adding the following:

Grantee, Incline Village General Improvement District, will consent to the movement of the location of the above described easement upon the following conditions:

1. Prior to the commencement of construction, Grantee shall approve all design, specification location, shut-down schedule and contractor approach, including but not limited to, materials, backfill, and other general construction practices, with Schneider to be in full compliance with all applicable construction customs and practices.
2. During all construction activities, IVGID shall have its inspector on site, and Schneider shall have a duly registered Nevada engineer on site. Schneider shall provide IVGID's designated inspector with reasonable advance notice of when construction shall occur.
3. Schneider agrees to provide uninterrupted maintenance access to the new line location, and the new easement.
4. Within thirty (30) days following the approved construction, the new easement area shall be legally defined, including the site plan, in strict conformity with the action placement; and, the legally defined easement, with site plan shall, within thirty (30) days thereafter, be recorded by Schneider in the Official Records of Douglas County. Within fifteen (15) days of Schneider's receipt of the duly recorded original of the Amended Easement, Schneider agrees to provide IVGID with a true and correct copy of same, which shows the stamped in book volume, page and document number.

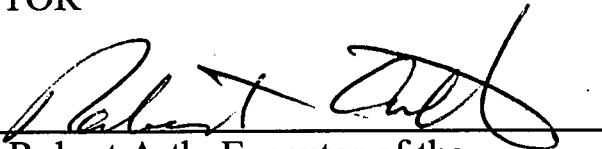
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5. Grantor, Schneider, agrees to timely pay for all reasonable and necessary expenses and costs incurred by Grantee, IVGID, regarding the preconstruction, construction and postconstruction phases of this project, including but not limited to, the following: personnel costs; review of design and specifications; inspection labor costs; any necessary revegetation expenses; preconstruction site verification costs; and, any and all other reasonable and necessary costs incurred in furtherance of the anticipated project.
6. Grantor agrees to indemnify and hold Grantee free and harmless respecting all facets/phases of the anticipated project, further agreeing to provide liability coverage, naming Grantee as an additional insured for all relocation activities. Coverage shall be in the minimum amounts of Five Hundred Thousand Dollars (\$500,000.00) per person, and One Million Dollars (\$1,000,000.00) per incident.
7. Except for reasonable and necessary encroachments which may be inherent to the construction improvements, and which must be preapproved in writing and signed by Grantee's inspector, there shall be no future encroachments on the permanent easement, and certainly none that in any way inhibit or interfere with the maintenance of the easement or the effluent pipeline.
8. There shall be seasonable preconstruction conference(s), as reasonable and necessary, to clarify all terms and conditions hereof, including but not limited to, the construction phases of the anticipated project.
9. The parties agree that the total/aggregate time limit on the expected line shut down shall not exceed twenty-four (24) hours.
10. The parties agree that any and all permitting and/or regulatory approvals, including any and all costs therefor, shall be sole the responsibility of Grantor. Such permitting and/or regulatory approvals will include but may not be limited to, the Nevada Department of Environmental Protection and Douglas County, Nevada.
11. Grantor shall timely provide to Grantee, at least one (1) Grantee approved, reproducible copy of as built plans, specifications and profiles of new pipe and points of connection.
12. Any reference to Grantor or Schneider shall include a reference to Grantor's/Schneider's designee, being Grantor's Buyer/Purchaser.
13. The point where the easement enters and leaves the Grantor's real estate described in the original easement will not change.
14. The capacity to flow effluent through the existing effluent line where it enters and exits the Grantor's real estate will not be diminished or increased in volume, pressure or velocity.

Dated this 3rd day of January, ~~1999~~ 2000 *RM*

GRANTOR

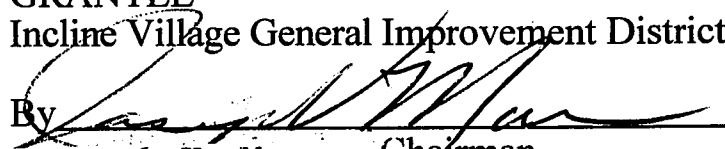
By


Robert Arth, Executor of the
Estate of Harry R. Schneider

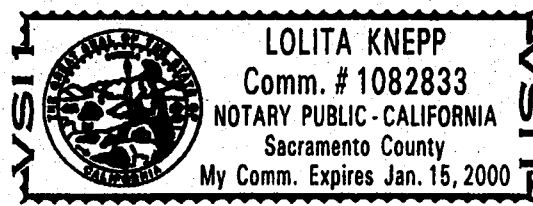
GRANTEE

Incline Village General Improvement District

By


Joseph V. Marson, Chairman

STATE OF ^{California} ~~NEVADA~~)
County of Sacramento) SS.



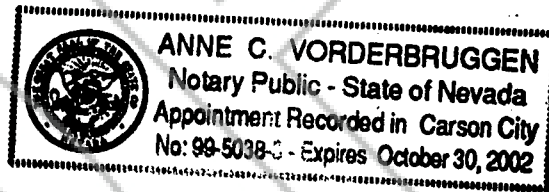
On January 3, ²⁰⁰⁰ 1999, personally appeared before me, a Notary Public, Robert Arth, personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument.

Lolita Knepp
Notary Public

STATE OF NEVADA)
County of WASHOE) SS.

On JANUARY 12, ²⁰⁰⁰ 1999, personally appeared before me, a Notary Public, Joseph V. Marson, personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument.

Anne C. Vorderbrugger
Notary Public



WHEN RECORDED MAIL TO:

FOR RECORDER'S USE ONLY

REQUESTED BY
Stewart Title of Carson City
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JAN 18 AM 9:22

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