

APN: 1318-10-000-007

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 11 Fee: 24.00
BK-1007 PG- 3531 RPTT: 0.00




RECORDING REQUESTED BY:

ROUND HILL GENERAL IMPROVEMENT DISTRICT
Post Office Box 976
Zephyr Cove NV 89448

AND WHEN RECORDED MAIL TO:

✓ ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe, NV 89449-3390

Pursuant to NRS 239B.030, we, the undersigned, affirm that this document submitted for recording does not contain the social security number of any person or persons.



Name

Attorney

Title

PARTIAL ABANDONMENT OF EASEMENTS AND AFFIRMATION OF EASEMENTS AND EASEMENT AREAS

THIS PARTIAL ABANDONMENT OF EASEMENTS AND AFFIRMATION OF EASEMENTS AND EASEMENT AREAS AGREEMENT (the "Agreement") is entered effective the 4th day of October 2007, by and between JOEL J. AND ANN A. HOROWITZ (collectively "HOROWITZ") and ROUND HILL GENERAL IMPROVEMENT DISTRICT ("RHGID").

WITNESSETH:

WHEREAS, HOROWITZ owns certain real property situate in Douglas County, Nevada commonly identified by Assessor's Parcel No. 1318-10-000-007 (hereinafter the "HOROWITZ PARCEL"); and

WHEREAS, RHGID claims and HOROWITZ acknowledges certain easement rights in the HOROWITZ PARCEL, which rights constitute a burden on the HOROWITZ PARCEL; and

WHEREAS, the parties hereto desire and have agreed to extinguish a portion of a utility easement right as well as a specific blanket easement right claimed by or through RHGID on the HOROWITZ PARCEL.

WHEREAS, the parties hereto desire and have agreed to confirm certain utility easement rights claimed by or through RHGID on the HOROWITZ PARCEL.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. HOROWITZ owns certain real property situate in Douglas County, Nevada commonly identified by Assessor's Parcel No. 1318-10-000-007 (hereinafter the "HOROWITZ PARCEL"), which is more particularly described on Exhibit "A" attached hereto and incorporated by reference.

2. RHGID shall and hereby does release, extinguish and abandon its easement right set forth in Book 89, Page 687, as Document No. 53928, only as it affects the HOROWITZ PARCEL save and except for that certain portion specifically retained on Exhibit "B" attached hereto and incorporated by reference.

It is the intent of the parties to release, extinguish, and abandon the foregoing easement right only as it pertains to the HOROWITZ PARCEL claimed by, through or on behalf of RHGID, whether known or unknown save and except that specific portion retained on Exhibit "B" hereto.

3. RHGID shall and hereby does release, extinguish and abandon all of the easement rights granted to RHGID as set forth in a Deed of Easement executed by B-Neva, Inc. and filed for record with Douglas County Recorder on December 21, 1970 in Book 82, Page 252 as Document No. 50671, only as it affects the HOROWITZ PARCEL.

It is the intent of the parties to release, extinguish, and abandon the foregoing easement right only as it pertains to the HOROWITZ PARCEL claimed by, through or on behalf of RHGID, whether known or unknown.

4. The parties hereto wish to affirm and acknowledge the current easements in favor of RHGID over and across the HOROWITZ PARCEL as they currently exist and as referenced herein:

A. That certain roadway easement granted to RHGID and recorded on February 20, 1975 in Book 275, Page 626, as Document No. 78409 in the Official Records of Douglas County, Nevada;

- B. That certain water drainage easement granted to RHGID and recorded on September 20, 2000 in Book 900, Page 3307, as Document No. 499678 in the Official Records of Douglas County, Nevada;
- C. That certain water conveyance line easement granted to RHGID and recorded on September 20, 2000 in Book 900, Page 3313, as Document No. 499679 in the Official Records of Douglas County, Nevada; and
- D. That certain lateral support easement granted to RHGID and recorded on September 20, 2000 in Book 900, Page 3319, as Document No. 499680 in the Official Records of Douglas County, Nevada.
5. The parties hereto agree to cooperate in achieving the purpose and goals of this Agreement, which cooperation shall include, without limitation, the execution of all documents necessary to achieve the purpose and goals of this Agreement.
6. Notices. Any notice to be given under this Agreement shall be given in writing and delivered personally or by registered or certified mail, postage prepaid, as follows:

If to HOROWITZ, to: Joel and Ann Horowitz
c/o Alling & Jillson, Ltd.
276 Kingsbury Grade, Suite 2000
Post Office Box 3390
Stateline, Nevada 89449-3390

If to RHGID, to: Round Hill General Improvement District
343 Ute Way
Post Office Box 976
Zephyr Cove, Nevada 89448
Attn: Cameron McKay

7. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Nevada without regard to conflicts of laws principles.
8. Jurisdiction and Venue. Venue for any dispute in connection with this Agreement shall be exclusively in the courts of Douglas County, Nevada, and the parties hereto do hereby consent to jurisdiction in Douglas County, Nevada.
9. Attorneys' Fees. In the event a party hereto is required to retain an attorney to enforce any part of this Agreement, the prevailing party in any such action shall be entitled to an award of attorneys' fees and court costs in addition to any other relief afforded by the

court.

10. Construction. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or any other entity. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. This Agreement has been prepared by Alling & Jillson, Ltd., at the request of HOROWITZ. RHGID acknowledges that RHGID has had an opportunity to consult with independent legal counsel regarding the legal effect of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Entire Agreement. This instrument and any exhibit or schedule explicitly incorporated herein by reference contains the entire agreement between the parties with respect to the transaction contemplated and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

{SIGNATURE PAGES TO FOLLOW}



IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

"RHGID"

ROUND HILL GENERAL IMPROVEMENT DISTRICT

By: *Cameron McKay*
(Signature)

District Manager / Cameron McKay
(Print Name & Title)

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on OCTOBER 4, 2007,
by CAMERON MCKAY for Round Hill General Improvement District.

WITNESS my hand and official seal.

Lilia M. Flores
NOTARY PUBLIC



EXHIBIT "A"
HOROWITZ PARCEL

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that portion of Sections 10 and 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the Center South 1/16 corner of said Section 10;
thence South 89°52'13" East, 2,635.60 feet;
thence South 00°09'02" East, 1,309.02 feet to the Northeast corner of said Section 15;
thence South 00°14'30" West 1,622.20 feet;
thence North 82°46'34" West 119.25 feet;
thence North 82°45'20" West 175.45 feet;
thence South 87°01'17" West 225.68 feet;
thence North 60°39'33" West 200.01 feet;
thence North 64°09'33" West 157.50 feet;
thence North 57°35'02" West 607.81 feet;
thence North 32°53'05" West 246.60 feet;
thence North 58°43'49" East 434.04 feet;
thence North 18°45'36" West 182.04 feet;
thence North 88°59'59" West 215.00 feet;
thence South 62°59'58" West 80.00 feet;
thence South 00°00'00" 40.00 feet;
thence South 63°00'00" West 550.00 feet;
thence South 39°59'15" East 349.90 feet;
thence South 35°43'07" West 224.82 feet;
thence South 56°00'13" West 225.84 feet;
thence South 33°53'29" West 92.94 feet;
thence North 81°51'03" West 318.84 feet;
thence South 62°53'00" West 423.53 feet;
thence South 02°42'37" East 345.76 feet;
thence North 29°19'53" West 315.10 feet;
thence South 24°38'40" West 634.73 feet;
thence South 74°45'04" West 141.01 feet;
thence South 01°50'02" West 23.40 feet;
thence South 56°17'55" West 24.53 feet;
thence South 04°33'35" East 5.89 feet;
thence South 85°26'25" West 126.88 feet;
thence South 09°14'12" West 172.82 feet;
thence South 85°25'00" West 332.24 feet;
thence along a curve concave to the right with a radius of 1,160.00 feet, a central angle of 16°33'38",



and an arc length of 335.28 feet.
thence North 20°02'48" East 429.84 feet;
thence along a concave curve to the left with a radius of 1,040.00 feet, a central angle of 72°06'12",
and an arc length of 1,308.78 feet;
thence North 51°56'47" West 446.87 feet;
thence North 38°03'13" East 416.12 feet;
thence North 00°07'53" East 60.00 feet;
thence South 89°52'07" East, 1,416.87 feet;
thence North 00°14'07" West, 1,305.72 feet to the Point of Beginning.

Except Therefrom: that certain parcel of land as described in Book 82, Page 249, as Document No 50670 in the Official Douglas County Records, and that portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the most Westerly corner of that certain parcel of land as described in deed recorded on December 21, 1970, in Book 82, Page 249;
thence South 44°39'36" East 7.79 feet to the True Point of Beginning;
thence South 85°23'00" West 138.38 feet;
thence South 65°23'30" West 56.02 feet;
thence North 69°36'30" West 41.72 feet;
thence North 24°36'30" West 76.50 feet;
thence North 65°23'30" East 106.00 feet;
thence South 24°36'30" East 100.68 feet;
thence North 85°23'00" East 123.13 feet;
thence North 45°20'24" East 105.62 feet;
thence South 44°39'36" East 115.00 feet;
thence South 45°20'24" West 115.00 feet;
thence North 44°39'36" West 107.21 feet to the True Point of Beginning

The Basis of Bearing for this description is that certain Record of Survey filed for record as Document No. 414274.

Excepting therefrom; all that certain parcel of land as described in Book 301, of Official Records, Page 8144, as Document No. 0511391, more particularly described as follows to wit;

All that portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Commencing at the most Westerly corner of that certain parcel of land as described in deed recorded on December 21, 1970, in Book 82, Page 249;

thence South 44°39'36" East 7.79 feet to the Point of Beginning;

thence South 85°23'00" West 138.38 feet;
thence South 65°23'30" West 56.02 feet;
thence North 69°36'30" West 41.72 feet;
thence North 24°36'30" West 76.50 feet;
thence North 65°23'30" East 106.00 feet;
thence South 24°36'30" East 100.68 feet;
thence North 85°23'00" East 123.13 feet;
thence South 45°20'24" West 9.38 feet;
thence South 44°39'36" East 7.79 feet to the Point of Beginning.

Further Excepting Therefrom; all that certain parcel of land as described in Book 0401 of Official Records, Page 4948, as Document No. 0512647, more particularly described as follows, to wit;

All that portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the most Easterly corner of Lot 30, Round Hill Village No. 4, filed for record as Document No. 31837;

thence North 64°09'33" West 157.50 feet;
thence North 57°35'02" West 254.56 feet;
thence North 30°45'56" East 94.08 feet;
thence North 80°36'30" West 228.20 feet;
thence North 63°53'30" East 160.16 feet;
thence South 26°03'30" East 63.42 feet;
thence North 55°53'19" East 24.32 feet;
thence North 07°18'14" West 57.85 feet;
thence North 85°23'00" East 117.62 feet to a point on the Southwesterly boundary of APN 05-220-04, as described in Book 82, Page 249, Official Records;
thence along the boundary of said parcel South 44°39'36" East 107.21 feet;
thence South 16°02'41" East 160.85 feet;
thence South 26°40'58" West 231.39 feet;
thence South 87°01'17" West 60.00 feet;
thence North 60°39'33" West 200.01 feet to the Point of Beginning.

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Reference is made to Record of Survey, recorded April 19, 2001, in Book 0401, Page 4951, Document No. 512648.

Pursuant to NRS §111.312, this legal description was previously recorded on March 30, 2001 in Book 0301, Page 8148 as Document No. 0511393 in the official records of Douglas County.

EXHIBIT "B"

September 28, 2007
06219

DESCRIPTION
Easement to be retained by R.H.G.I.D.

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Parcel 1, as described in that Deed of Easement, filed for record on August 16, 1971, in Book 89, Page 687, Document No. 53928, more particularly described as follows:

Beginning at a point which bears South 46°26'00" West 266.15 feet from the Northwest corner of Lot 20, Block A, of Round Hill Village Unit No. 3, filed for record on November 24, 1965, as Document No. 30185, said point being on the centerline of a 50-foot wide access easement; Thence along the centerline along a curve concave to the Northeast with a radius of 480 feet, a central angle of 27°21'16", and an arc length of 229.16 feet, the chord of said curve bears North 06°19'22" East 266.99 feet; thence North 20°00' East 130 feet, to the terminus of this easement description.

The Basis of Bearing for this description is the above referenced Document No. 53928.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449

