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DOC # 0799905  
03/30/2012 10:48 AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
ALLING & JILLSON

APNs: 1318-15-101-009, 1318-15-201-002, and  
1318-15-201-003

**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

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 11 Fee: 0.00  
BK-0312 PG- 7680 RPTT: 0.00



**PARTIAL ABANDONMENT AND GRANT OF EASEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is entered effective the 29<sup>th</sup> day of March 2012, by and between SIERRA SUNSET, LLC, a Nevada limited liability company ("SIERRA SUNSET"), TAHIZZLE, LLC, a Nevada limited liability company ("TAHIZZLE") and ROUND HILL GENERAL IMPROVEMENT DISTRICT ("RHGID").

**WITNESSETH:**

**WHEREAS**, SIERRA SUNSET was the owner of certain real property situate in Douglas County, Nevada commonly identified by Assessor's Parcel Nos. 1318-15-101-009 ("Parcel A"), 1318-15-201-002 ("Parcel B"), and 1318-15-201-003 ("Parcel C") (collectively, the "SIERRA SUNSET PARCEL", previously identified by Assessor's Parcel No. 1318-15-101-005 (and formerly 05-220-14));

**WHEREAS**, RHGID claims a utility easement right which in part burdens the SIERRA SUNSET PARCEL, pursuant to that Grant of Easement and Easement Agreement executed on July 6, 1994, recorded in the Official Records of Douglas County, Nevada on August 4, 1994 in Book 894, Page 662 as Document No. 343260 and re-recorded with previously omitted exhibits on August 4, 1996 in Book 196, Page 822 as Document No. 378296;

**WHEREAS**, the foregoing easement burdens Parcel A and Parcel B, but does not burden Parcel C as those parcels now exist;

**WHEREAS**, SIERRA SUNSET transferred Parcel B to TAHIZZLE on March 29, 2012;

**WHEREAS**, SIERRA SUNSET retained ownership of Parcel A;

**WHEREAS**, the parties hereto desire and have agreed to extinguish the aforementioned utility easement burdening Parcel A and Parcel B; and

**WHEREAS**, the parties hereto desire and have agreed that SIERRA SUNSET and TAHIZZLE will grant to RHGID new utility easements, which will constitute a burden upon Parcel A and Parcel B;

**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. RHGID shall and hereby does release, extinguish, abandon and convey the following easement right in the SIERRA SUNSET PARCEL:

That portion of the utility easement located on the SIERRA SUNSET PARCEL as set forth on Exhibit "C" of that Grant of Easement and Easement Agreement executed on July 6, 1994, filed for record with the Douglas County Recorder on August 4, 1994 in Book 894, Page 662 as Document No. 343260 and filed again for record with the Douglas County Recorder on August 4, 1996 in Book 196, Page 822 as Document No. 378296, also described on Exhibit "1" hereto.

2. SIERRA SUNSET, as the owner of Parcel A, does hereby grant, bargain, sell, transfer and convey to RHGID, as Grantee, and their assigns, forever, a perpetual easement and right-of-way over and under Parcel A for the purpose of the installation, operation, access and maintenance, including cleaning, repair and replacement, of water and sewer utility lines, and necessary appurtenances as more particularly described on Exhibit "2" and Exhibit "3" attached hereto.

3. TAHIZZLE, as the owner of Parcel B, does hereby grant, bargain, sell, transfer and convey to RHGID, as Grantee, and their assigns, forever, a perpetual easement and right-of-way over and under Parcel B for the purpose of the installation, operation, access and maintenance, including cleaning, repair and replacement, of water and sewer utility lines, and necessary appurtenances as more particularly described on Exhibit "2" and Exhibit "3" attached hereto.

4. 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.

5. 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 SIERRA SUNSET, to: SIERRA SUNSET  
c/o Alling & Jillson, Ltd.  
276 Kingsbury Grade, Suite 2000  
Post Office Box 3390  
Stateline, Nevada 89449-3390

If to TAHIZZLE, to: TAHIZZLE  
c/o AJ LLC Management Company, LLC.  
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

6. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

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 SIERRA SUNSET and TAHIZZLE. RHGID acknowledges that RHGID has had an opportunity to consult with independent legal counsel regarding the legal effect of this Agreement. In the event 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]*

SIERRA SUNSET, LLC

By: [Signature]  
RONALD D. ALLING, its Manager

State of NEVADA )  
: ss.  
County of DOUGLAS )

This instrument was acknowledged before me on March 30, 2012, by Ronald D. Alling, as Manager of Sierra Sunset, LLC.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC



TAHIZZLE, LLC

By: [Signature]  
AJ/LLC Management Company, LLC, its Manager  
By Ronald D. Alling, its Manager

State of NEVADA )  
: ss.  
County of DOUGLAS )

This instrument was acknowledged before me on March 30, 2012, by Ronald D. Alling, as Manager of AJ/LLC Management Company, LLC, as Manager of Tahizzle, LLC.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC



ROUND HILL GENERAL IMPROVEMENT DISTRICT

By: *Greg Reed*  
GREG REED, its General Manager

State of NEVADA )  
: ss.  
County of DOUGLAS )

This instrument was acknowledged before me on March 30, 2012, by Greg Reed for Round Hill General Improvement District.

WITNESS my hand and official seal.

*Patricia Aciri*  
NOTARY PUBLIC



DESCRIPTION  
10' SANITARY SEWER EASEMENT  
SOURCE

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

All that portion of Parcel A, as shown on that certain Record of Survey, filed for record on November 15, 1983, as Document No. 91003, more particularly described as follows:

Beginning at a point on the North line of Parcel A which bears North 44°02'49" East 104.1 feet from the Meander Corner for Sections 15 and 16, Township 13 North, Range 18 East, M.D.M.; thence South 39°48'39" East 140.65 feet; thence South 39°15'39" East 152.0 feet; thence South 08°15'00" West 92.00 feet; thence South 04°45'00" East 68.0 feet; thence South 22°44'47" East 53.3 feet; thence South 41°23'34" East 154.2 feet to a point on the Southerly line of said Parcel A which bears North 57°19'38" East 200.86 feet from the Southwest corner of parcel A and the Southerly terminus of this easement description.

*Pursuant to NRS §111.312, this legal description was previously recorded on January 5, 1996, as Document No. 378296, Book 196, Page 832, in the Official Records of Douglas County.*

March 27, 2012  
12012

**DESCRIPTION**  
**10' Wide Sewer Easement**

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

All that portion of Adjusted Parcel A and Parcel B per that Record of Survey filed for record on September 17, 2010 as Document Number 770714, being 5 feet on each side of the following described centerline;

Commencing at the Meander Corner Common to Sections 15 and 16 per said Record of Survey thence North 44°02'49" East 84.40 feet to the Point of Beginning;

thence South 47°30'35" East 139.64 feet;

thence South 78°28'31" East 198.93 feet;

thence South 14°59'46" East 102.00 feet;

thence South 00°07'34" East 295.05 feet to the termination point of

this easement. Said termination point bears North 57°19'38" East 293.92 feet from the Southwest corner of said Parcel B.

The side lines of this easement may be shortened or lengthened to meet the property lines.

The Basis of Bearing for these descriptions is the above referenced Record of Survey.

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

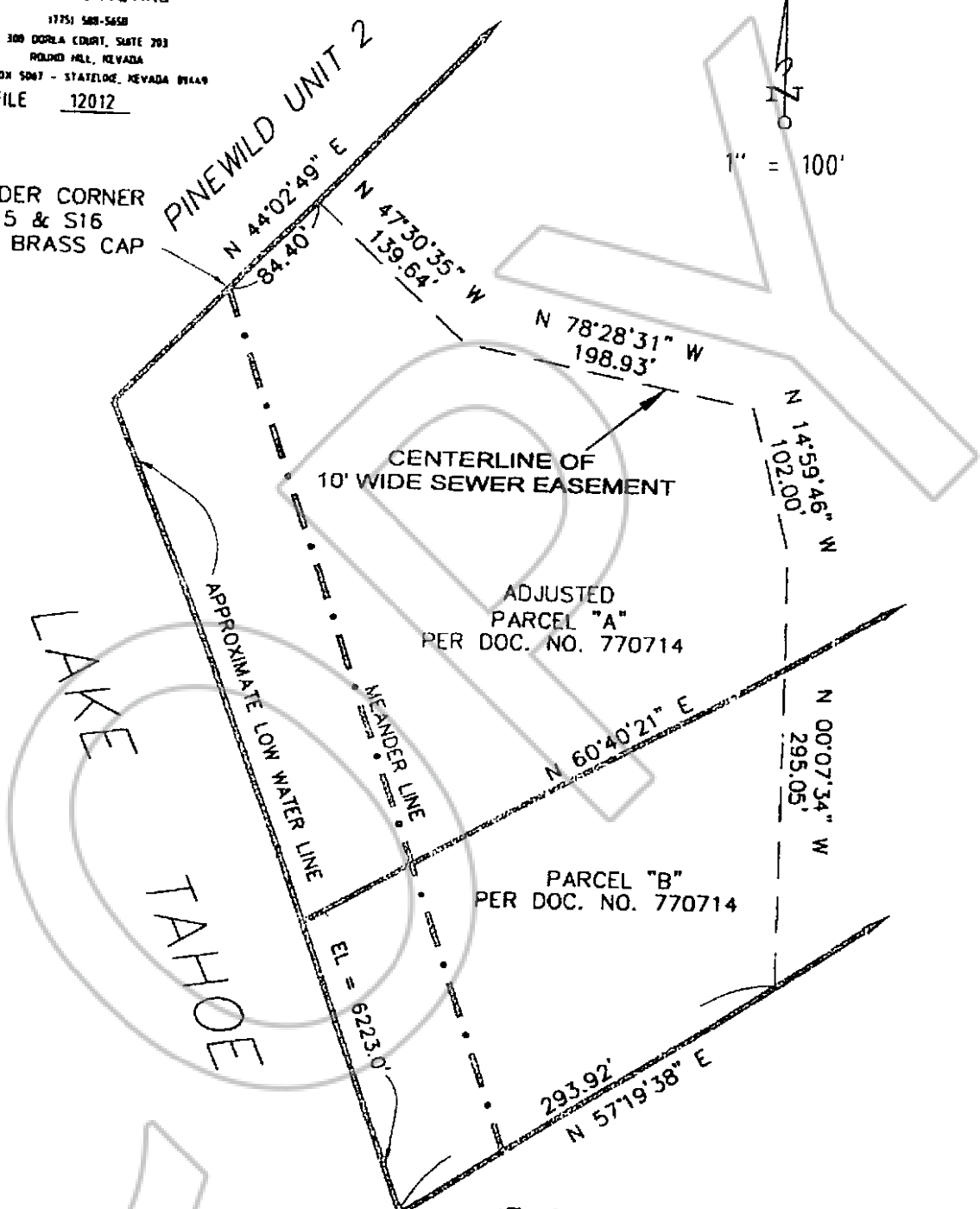
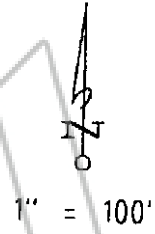


**TA** **TURNER & ASSOCIATES, INC.**

LAND SURVEYING  
 17751 588-5458  
 300 DORLA COURT, SUITE 203  
 RENO, NEVADA  
 P.O. BOX 5067 - STATELOE, NEVADA 89449  
 PROJECT FILE 12012

MEANDER CORNER  
 S15 & S16  
 G.L.O. BRASS CAP

PINEWILD UNIT 2



LAKE TAHOE

JE & DM & JS CHAIKEN  
 DOC. # 0687648

DATE 03/2012 JOB No. 12012  
 PROJECT EXHIBIT  
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 DOUGLAS CO., NV

March 27, 2012  
12012

**DESCRIPTION**  
10' Wide Waterline Easement

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

All that portion of Adjusted Parcel A and Parcel B per that Record of Survey filed for record on September 17, 2010 as Document Number 770714, being 5 feet on each side of the following described centerline;

Commencing at the Meander Corner Common to Sections 15 and 16 per said Record of Survey thence North 44°02'49" East 227.11 feet to the Point of Beginning;

thence South 13°55'02" East 201.47 feet;  
thence South 78°28'31" East 139.19 feet;  
thence South 14°59'46" East 116.86 feet;  
thence South 00°07'34" East 115.89 feet;  
thence South 44°52'26" West 14.14 feet;  
thence South 00°07'34" East 40.00 feet;  
thence South 45°07'34" East 14.14 feet;  
thence South 00°07'34" East 119.52 feet;  
thence South 57°23'12" West 92.08 feet to the termination point of this easement.

The side lines of this easement may be shortened or lengthened to meet the property lines.

The Basis of Bearing for these descriptions is the above referenced Record of Survey.

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

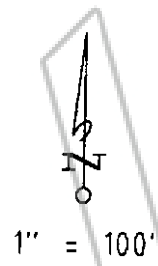
Prepared by: Turner & Associates, Inc. Land Surveying  
P.O. Box 5067, Stateline, NV 89449

**TA** **TURNER & ASSOCIATES, INC.**

LAND SURVEYING  
 17751 588-5658  
 388 DORLA COURT SUITE 203  
 ROUND HILL NEVADA  
 P.O. BOX 5867 - STATELINE NEVADA BRLEY  
 PROJECT FILE 12012

MEANDER CORNER  
 S15 & S16  
 G.L.O. BRASS CAP

PINEWILD UNIT 2  
 N 44°02'49" E 227.11'



LAKE TAHOE

CENTERLINE OF 10' WIDE WATERLINE EASEMENT

ADJUSTED PARCEL "A" PER DOC. NO. 770714

PARCEL "B" PER DOC. NO. 770714

EL = 6223.0'

APPROXIMATE LOW WATER LINE  
 MEANDER LINE

JE & DM & JS CHAIKEN  
 DOC. # 0687648

DATE 03/2012 JOB No 12012  
 PROJECT EXHIBIT  
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 DOUGLAS CO., NV

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 00°07'34" W | 115.89'  |
| L2   | N 44°52'26" E | 14.14'   |
| L3   | N 00°07'34" W | 40.00'   |
| L4   | N 45°07'34" W | 14.14'   |
| L5   | N 00°07'34" W | 119.52'  |
| L6   | N 57°23'12" E | 92.08'   |

