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Assessor's Parcel Numbers: 1418-10-701-001 & 1418-10-802-003

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 16 Fee: 29.00  
BK-0512 PG-3741 RPTT: 0.00

✓

KAEMPFER CROWELL RENSHAW  
GRONAUER & FIORENTINO  
8345 West Sunset Road, Suite 250  
Las Vegas, NV 89113



**AMENDED EASEMENT**

THIS AMENDED EASEMENT ("Amendment") is entered into this 17 day of May, 2012, by and between Recreational Enterprises, Inc. (Grantee and Beneficiary of an existing easement), a Nevada Domestic Corporation, and Postmistress Properties, L.L.C. (Grantor and Owner of APN 1418-10-802-003, the servient estate), a Nevada Limited Liability Company, collectively referred to herein as the "Parties."

**RECITALS**

A. WHEREAS, Grantor is the Owner of APN 1418-10-802-003, located in Douglas County, State of Nevada, which is more particularly described on Exhibit A ("Land Survey Map"), attached to and by this reference made a part hereof;

B. WHEREAS, Grantee owns certain property located in Douglas County, State of Nevada, APN 1418-10-701-001, the dominant estate, which is more particularly described on Exhibit A;

C. WHEREAS, Grantor has provided to Grantee certain rights, including a non-exclusive easement for ingress and egress over and across paved surfaces ("Existing Easement") per Grant, Bargain and Sale Deed Document Number 218582, recorded January 19, 1990, attached to and by this reference made a part hereof as Exhibit B;

D. WHEREAS, the Easement is more particularly described in Exhibit A as Easement "E";

E. WHEREAS, in connection with the aforementioned rights, Grantee and Grantor have agreed to amend the Existing Easement for the purpose of Grantor and Grantee excluding from the Easement Area a new garage structure with living quarters above which falls within the Existing Easement. See also Parcel Map for Glenbrook Properties (Document No. 31389), which includes "Parcel 1," the location of the subject Easement, attached to and by this reference made a part hereof as Exhibit C.

F. WHEREAS, the Grantor's new structure falls within the Existing Easement for the benefit of Grantee, Recreational Enterprises, Inc.;

G. WHEREAS, the Parties consent to the new garage structure and agree to amend the Easement to remove the new structure from the rest of the Existing Easement;

H. WHEREAS, the parties now deem it to be in their respective best interests to enter into this Amendment in order to memorialize their understanding and to amend the Easement.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendment of Easement. The Parties hereby amend the Existing Easement for ingress and egress over and across paved surfaces of APN 1418-10-802-003 for the benefit of APN 1418-10-701-001, by carving out the new garage structure from the Existing Easement, as described in and by this reference made a part hereof as Exhibit D (the "Description Abandonment of a Portion of Easement" and "Land Survey Map" reflecting amended easement) ;
2. Term. The Amended Easement shall be effective as of the date of recording of this Amendment and shall continue in full force and effect as an easement attaching to APN 1418-10-802-003, for the benefit of APN 1418-10-701-001, absent express modification in writing.
3. Successors. The Amended Easement shall run with the land and be binding on, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns.
4. Hold Harmless. Grantee shall hold Grantor harmless from and against any loss or liability incurred as a result of Grantee's use of or entry upon the Amended Easement.
5. Entire Agreement. The documents which comprise the entire agreement between the Parties consist of this Amendment, and the exhibits attached hereto, which are hereby incorporated herein by this reference. No prior oral representations or promises shall be binding on the Parties except those representations and promises contained herein.
6. Authority. The parties hereby represent and warrant that they have all requisite power and authority to enter into this Amendment and be bound by the terms hereof, and the individuals executing below have all requisite power and authority to so bind the parties to this Amendment.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the day and year first above written.

<p><b>Recreational Enterprises, Inc.</b>          A Nevada Domestic Corporation</p> <hr/> <p>Name: Donald L. Carano          Its: President          Date: _____, 2012.</p>	<p><b>Postmistress Properties, L.L.C.</b>          A Nevada Limited Liability Company</p> <p><i>Larry Ruvo, Manager</i></p> <hr/> <p>Name: Larry Ruvo          Its: Manager          Date: <u>4/25</u>, 2012.</p>
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**Acknowledgments**

State of Nevada )  
 ) ss:  
 County of \_\_\_\_\_ )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2012, the above named \_\_\_\_\_, as President of Recreational Enterprises, Inc., a Nevada Domestic Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

State of Nevada )  
 ) ss:  
 County of CLARK )


Personally came before me this 25<sup>th</sup> day of APRIL, 2012, the above named LARRY RUVO, as Manager of Postmistress Properties, L.L.C., a Nevada Limited Liability Company, to me known to be the person who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC

*Paula A. Delligatti*  
 My Commission Expires: 2/11/2015

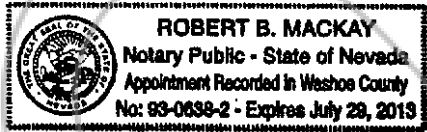
IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the day and year first above written.

<p><b>Recreational Enterprises, Inc.</b>  <b>A Nevada Domestic Corporation</b></p> <p></p> <p>Name: Donald L. Carano        Its: President        Date: <u>4/18/12</u>, 2012.</p>	<p><b>Postmistress Properties, L.L.C.</b>  <b>A Nevada Limited Liability Company</b></p> <p>Name: Larry Ruvo        Its: Manager        Date: _____, 2012.</p>
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**Acknowledgments**

State of Nevada )  
 ) ss:  
 County of Washoe

Personally came before me this 18 day of April, 2012, the above named Donald L. Carano as President of Recreational Enterprises, Inc., a Nevada Domestic Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC  
  
 My Commission Expires: 7/29/13

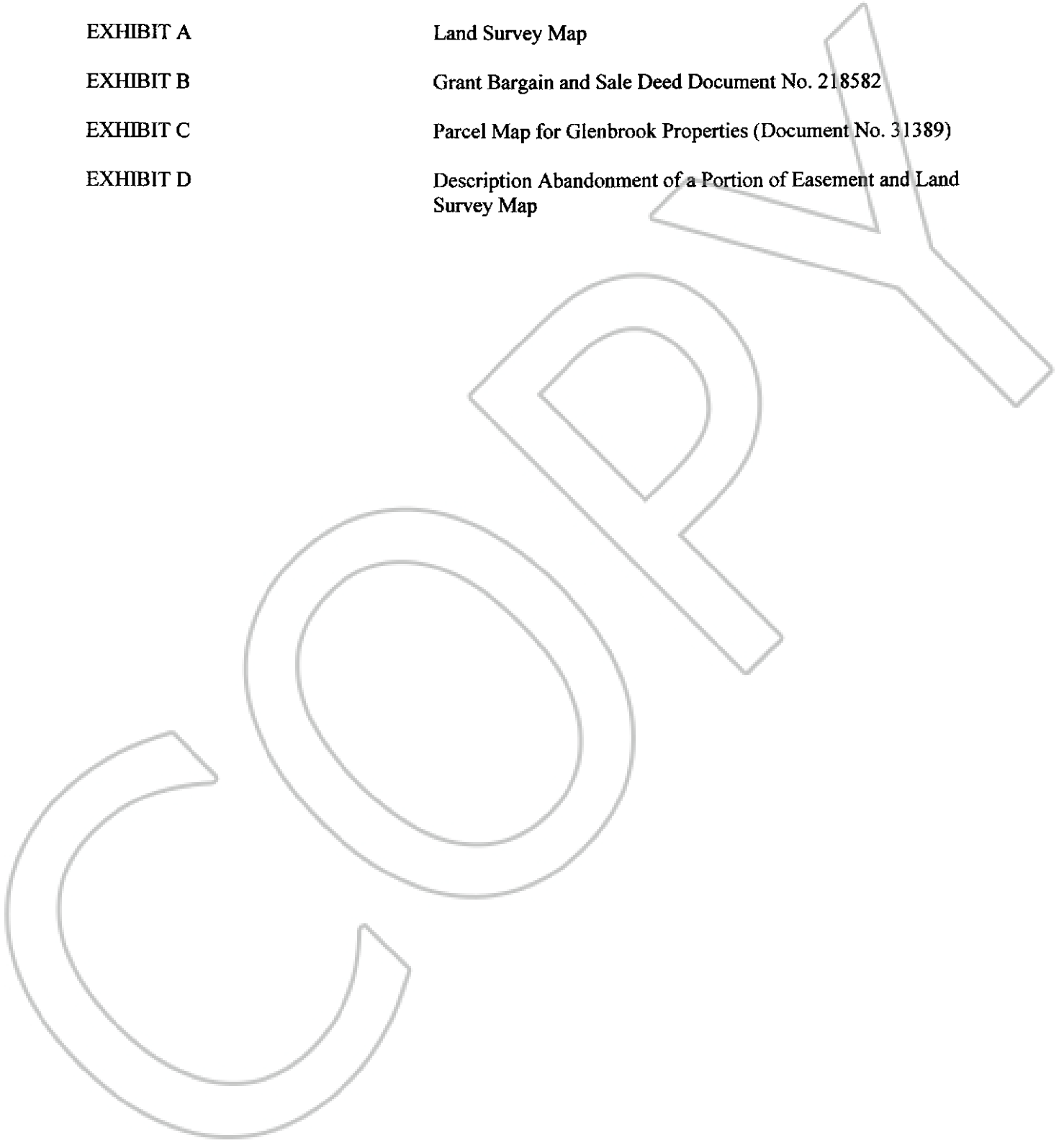
State of Nevada )  
 ) ss:  
 County of \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, the above named \_\_\_\_\_ as Manager of Postmistress Properties, L.L.C., a Nevada Limited Liability Company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

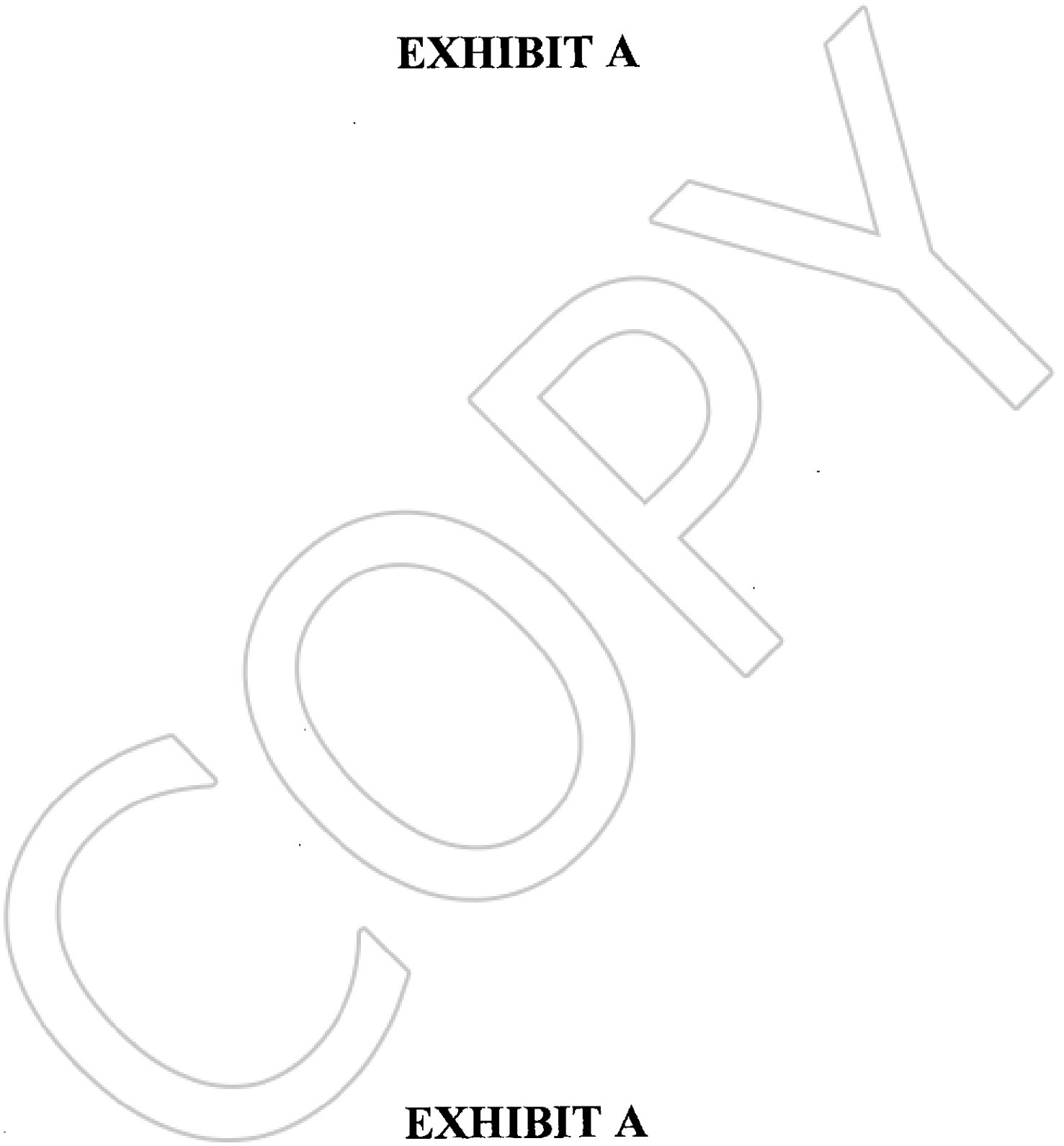
NOTARY PUBLIC  
 \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**INDEX OF EXHIBITS**

- EXHIBIT A Land Survey Map
- EXHIBIT B Grant Bargain and Sale Deed Document No. 218582
- EXHIBIT C Parcel Map for Glenbrook Properties (Document No. 31389)
- EXHIBIT D Description Abandonment of a Portion of Easement and Land Survey Map



**EXHIBIT A**



**EXHIBIT A**

Recreational Enterprises  
 APN 1418-10-701-001  
 1963 Glenbrook Inn Road

DATE 1/20/10 JOB No 10011  
 PROJECT EXHIBIT A PORTION OF 16.13-8 DOC 932  
 BY SW PAGE 1 OF 1  
 1949 GLENBROOK RD DOUGLAS CO NV  
 APN 1418-10-802-003

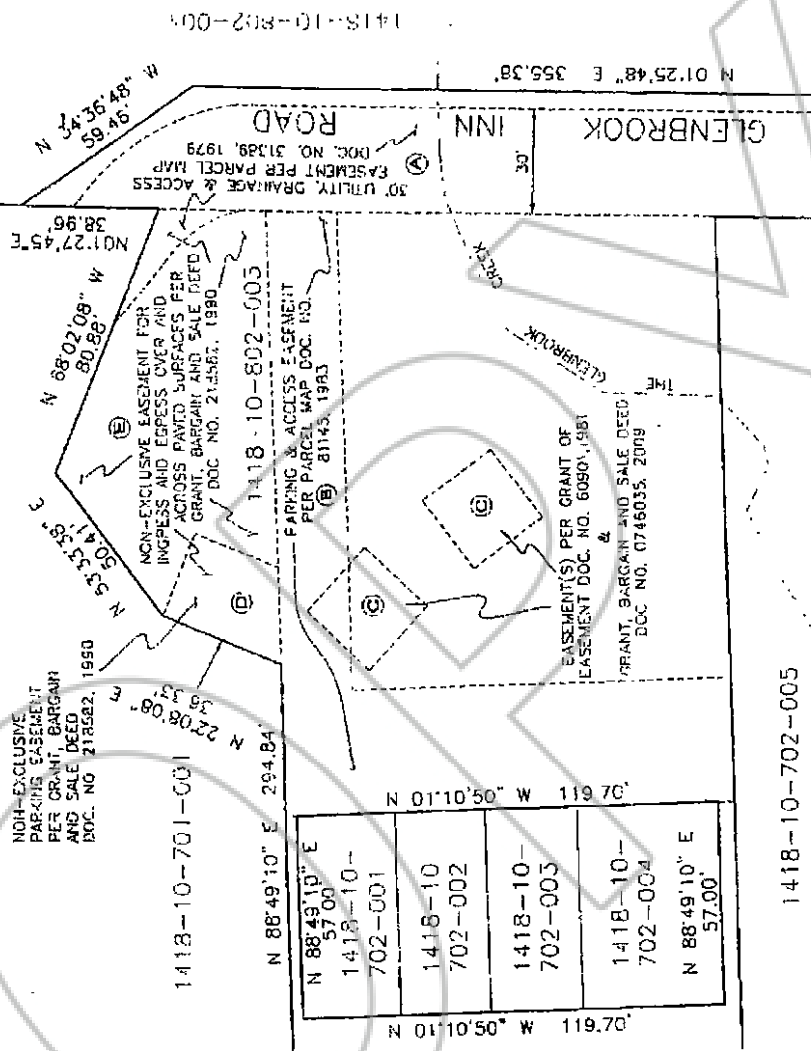
1" = 30'

EASEMENTS

\*BASED UPON PRELIMINARY TITLE REPORTS FROM THE CENTENNIAL TITLE COMPANY OF NEVADA, 166187-C1 & 167082-C1

- (A) - 30' UTILITY, DRAINAGE & ACCESS EASEMENT PER PARCEL MAP DOC. NO. 31389, 1979 - FOR UNKNOWN
- (B) - PARKING AND ACCESS EASEMENT PER PARCEL MAP DOC. NO. 81145, 1983 - FOR ROBERT L. BROWN, TRUSTEE - FOR DAVIS C. & KALE M. THORNBURN, TRUSTEES - FOR WILLIAM VASSILIOPOE - FOR HARVEY WHITEWORE
- (C) - EASEMENTS PER GRANT OF EASEMENT PER DEED DOC. NO. 60901, 1981 & GRANT, BARGAIN AND SALE DEED DOC. NO. 0746035, 2009 - FOR ROBERT L. BROWN, TRUSTEE - FOR DAVIS C. & KALE M. THORNBURN, TRUSTEES - FOR WILLIAM VASSILIOPOE - FOR HARVEY WHITEWORE
- (D) - NON-EXCLUSIVE PARKING EASEMENT PER DOC NO. 218582, 1990 (DOES NOT APPEAR IN EITHER PRELIMINARY TITLE REPORT) - FOR RECREATIONAL ENTERPRISES LLC.
- (E) - NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS PAVED SURFACES PER DOC. NO. 218582, 1990 (DOES NOT APPEAR IN EITHER PRELIMINARY TITLE REPORT) - FOR RECREATIONAL ENTERPRISES INC

N 88°49'10" E 57.00'	N 01°10'50" W 119.70'
1418-10-702-001	
1418-10-702-002	
1418-10-702-003	
1418-10-702-004	
N 88°49'10" E 57.00'	N 01°10'50" W 119.70'



1418-10-702-005

1418-10-802-003

**EXHIBIT B**

COPY

**EXHIBIT B**







DOUGLAS COUNTY

EXHIBIT "A"  
DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

SITUATE IN THE Southeast 1/4 of Section 10, Township 14 North, Range 1A East, more particularly described as follows:

Parcel 1, as shown on Parcel Map for GLENBROOK PROPERTIES, filed in the office of the County Recorder of Douglas County, Nevada on April 9, 1979, as File NO. 31389.

EXCEPTING THEREFROM any portion thereof that may be below the ordinary highwater line of Lake Tahoe.

ALSO EXCEPTING THEREFROM the following described parcel:

All that portion of Parcel 1 above, more particularly described as follows:

BEGINNING AT THE Southeast corner of said Parcel 1; thence South 88°49'10" West, 128.53 feet; thence North 22°08'08" East, 36.33 feet; thence North 53°13'18" East, 50.41 feet; thence South 68°02'08" East, 80.90 feet; thence South 01°25'44" West, 30.70 feet to the POINT OF BEGINNING.

Said parcel being further shown on Record of Survey for The Glenbrook Company recorded November 14, 1989 in Book 1189, Page 1892, Document No. 214714 of Official Records.

A portion of Assessor's Parcel NO. 01-070-06.

TOGETHER WITH THE FOLLOWING EASEMENTS:

A nonexclusive easement for ingress and egress over and across paved surfaces of the following parcel of land:

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

All that portion of Parcel 1 as said Parcel 1 is shown on that certain Parcel Map filed for record on April 9, 1979, as Document No. 31389, and being further shown on Record of Survey for The Glenbrook Company, recorded November 14, 1989 in Book 1189, Page 1892, Document No. 214714 of Official Records, and more particularly described as follows:

Beginning at the Southeast corner of said Parcel 1; thence South 88°49'10" West, 128.53 feet; thence North 22°08'08" East, 36.33 feet; thence North 53°13'18" East, 50.41 feet; thence South 68°02'08" East, 80.90 feet; thence South 01°25'44" West, 30.70 feet to the POINT OF BEGINNING.

A nonexclusive easement for parking purposes over and across the following described parcel:

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

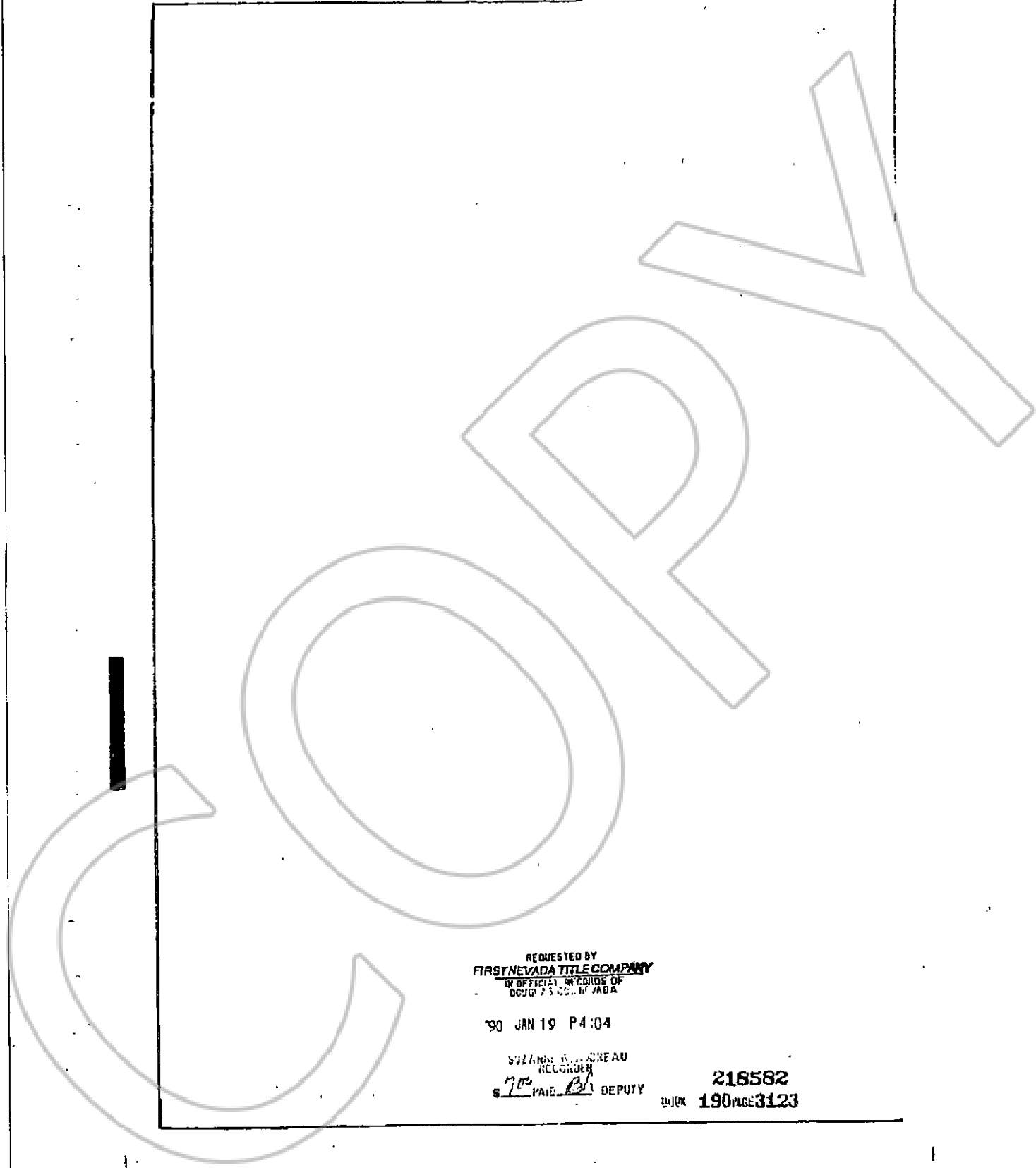
All that portion of Parcel 1 as said Parcel 1 is shown on that certain Parcel Map filed for record on April 9, 1979, as Document No. 31389, and being further shown on Record of Survey for The Glenbrook Company, recorded November 14, 1989 in Book 1189, Page 1892, Document No. 214714 of Official Records, and more particularly described as follows:

Beginning at a point on the South line of said Parcel 1 which bears South 88°49'10" West, 128.53 feet from the Southeast corner of Parcel 1; thence North 22°08'08" East, 36.33 feet; thence South 67°51'52" East, 25.00 feet; thence South 22°08'08" West, 25.54 feet; thence South 88°49'10" West, 27.22 feet to the Point of Beginning.

218582  
BOOK 190 PAGE 3122



DOUGLAS COUNTY



REQUESTED BY  
**FIRST NEVADA TITLE COMPANY**  
AN OFFICIAL RECORDS OFFICE OF  
DOUGLAS COUNTY, NEVADA

90 JAN 19 P4:04

SIZANE B. BUREAU  
RECORDER  
\$ 700 PAID BY DEPUTY

216582  
24/04 190 PAGE 3123

**EXHIBIT C**

COPY

**EXHIBIT C**



**EXHIBIT D**

COPY

**EXHIBIT D**

March 22, 2012  
11126

**DESCRIPTION  
ABANDONMENT OF A PORTION OF EASEMENT**

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

All that portion of the ingress/egress easement described in that Grant, Bargain and Sale Deed filed for record on January 19, 1990 as Document Number 218582.

Commencing at the Westerly most corner of the above referenced easement, thence North 88°49'10" East 101.01 feet to the Point of Beginning;

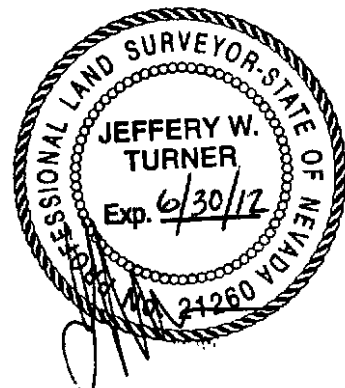
thence North 25°17'18" West 21.50 feet;  
thence North 63°52'48" West 3.29 feet;  
thence North 28°17'48" East 4.76 feet;  
thence North 61°42'25" West 17.42 feet;  
thence North 16°32'08" West 1.41 feet;  
thence North 61°42'25" West 6.70 feet;  
thence South 73°07'18" West 1.41 feet;  
thence North 61°42'25" West 4.20 feet;  
thence South 28°17'48" West 30.21 feet;  
thence South 61°42'25" East 7.61 feet;  
thence South 28°17'35" West 3.60 feet;  
thence South 61°42'25" East 14.26 feet;  
thence North 88°49'10" East 33.35 feet to the Point of Beginning.

Containing 1,257 sq.ft. more or less.

The Basis of Bearing for these descriptions is the above referenced Grant, Bargain and Sale Deed.

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

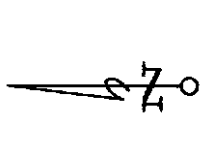
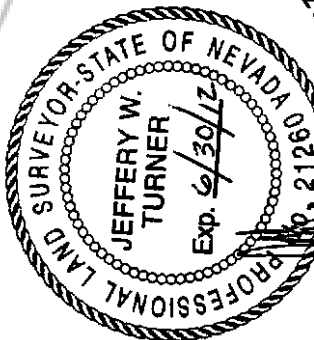
(775) 588-5658

308 DORLA COURT, SUITE 203  
ROUND HILL, NEVADA

P.O. BOX 5107 - STATELINE, NEVADA 89449

PROJECT FILE 11127

DATE 03/2012 JOB No. 11127  
PROJECT EXHIBIT  
BY SW PAGE 1 OF 1



1" = 20'

LINE	BEARING	DISTANCE
L1	N 25°17'18" W	21.50'
L2	N 63°52'48" W	3.29'
L3	N 28°17'48" E	4.76'
L4	N 61°42'25" W	17.42'
L5	N 16°32'08" W	1.41'
L6	N 61°42'25" W	6.70'
L7	N 73°07'18" E	1.41'
L8	N 61°42'25" W	4.20'
L9	N 28°17'48" E	30.21'
L10	N 61°42'25" W	7.61'
L11	N 28°17'35" E	3.60'
L12	N 61°42'25" W	14.26'
L13	N 88°49'10" E	33.35'

