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06/03/2013 01:45 PM

OFFICIAL RECORDS

Requested By:
ALLING & JILLSON

APN: 1418-34-401-009

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 9 Fee: \$ 22.00

Bk: 0613 Pg: 258



Deputy ss

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

**AGREEMENT CANCELLING A PORTION OF AN EXISTING EASEMENT
AND CREATING NEW EASEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is effective the 29th day of May 2013, by and between ALFRED J. AMOROSO and REGINA A. AMOROSO, as Trustees of The Amoroso Family Trust dated April 2, 2000 ("Amoroso") and TAHOE-DOUGLAS DISTRICT ("Tahoe-Douglas").

WITNESSETH:

WHEREAS, Amoroso owns that certain real property situate in Douglas County, Nevada, commonly identified by Assessor's Parcel No. 1418-34-401-009 (hereinafter the "Amoroso Parcel"); and

WHEREAS, Tahoe-Douglas claims certain easement rights in the Amoroso Parcel, which rights constitute a burden on the Amoroso Parcel; and

WHEREAS, the parties hereto desire and have agreed to extinguish the utility easement right claimed by Tahoe-Douglas on the Amoroso Parcel; and

WHEREAS, the parties hereto desire and have agreed that Amoroso will grant to Tahoe-Douglas a new utility easement, which rights constitute a burden on the Amoroso 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. Tahoe-Douglas shall and hereby does release, extinguish, abandon and quit claim into Amoroso, as owner of the Amoroso Parcel, a portion of that easement per the Grant of Easement filed for record with Douglas County Recorder on July 11, 1974, Book 175, Page 801 as Document No. 77666, and more particularly described on Exhibit "A" attached hereto.

It is the intent of the parties to release, extinguish and abandon the foregoing easement right in the Amoroso Parcel claimed by, through or on behalf of Tahoe-Douglas. However, the parties reaffirm the remaining portion of the aforesaid agreement paralleling the southerly boundary of the Amoroso property.

2. Amoroso, as Grantor, does hereby grant, bargain, sell, transfer and convey to Tahoe-Douglas, as Grantee, and their assigns, forever, a perpetual easement and right-of-way for the purpose of the installation and maintenance, including repair and replacement, of sewer utility line and necessary appurtenances in the County of Douglas, State of Nevada, and more particularly described on Exhibit "B" attached hereto.

3. Tahoe Douglas will have sole responsibility for the maintenance, repair and replacement of the mainline, wet well and other related improvements within said easement, limited by and subject to Amoroso's obligations related to certain improvements as set forth in the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, to be executed between the parties of even date.

4. Tahoe Douglas acknowledges that portions of the residence and an outbuilding encroach upon the surface area of the easement. In the course of any sewer line maintenance, repair and/or replacement and/or related efforts, Tahoe Douglas will make reasonably practical efforts to avoid accessing, removing, disturbing and/or damaging such structures (as they currently exist as of the date of this agreement) However, to the extent Tahoe Douglas makes such access, removal, disturbance or destruction, Amoroso shall hold Tahoe Douglas harmless from same and as otherwise set forth in the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of even date.

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 Amoroso, to:

ALFRED J. AMOROSO
c/o ALLING & JILLSON, LTD.
276 Kingsbury Grade, Suite 2000
Post Office Box 3390
Stateline, Nevada 89449-3390

If to Tahoe-Douglas, to:

TAHOE-DOUGLAS DISTRICT
Post Office Box 1160
Zephyr Cove, Nevada 89448

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 Amoroso. Tahoe-Douglas acknowledges that Tahoe-Douglas 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.


12. 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.


13. Entire Agreement. This instrument and any exhibit or schedule explicitly incorporated herein by reference and the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT contain 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.

14. 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.

15. This Agreement also constitutes a memorandum providing record notice of the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of even date which creates duties and rights of the parties and their successors and assigns.

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


ALFRED J. AMOROSO, Trustee of
The Amoroso Family Trust dated April 2, 2000

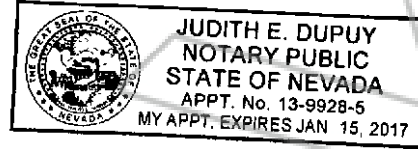

REGINA A. AMOROSO, Trustee of
The Amoroso Family Trust dated April 2, 2000

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 29, 2013,
by ALFRED J. AMOROSO and REGINA A. AMOROSO, Trustees of The Amoroso Family
Trust dated April 2, 2000.

WITNESS my hand and official seal.

Judith E. Dupuy
NOTARY PUBLIC



TAHOE-DOUGLAS DISTRICT

By: [Signature]
JANET MURPHY

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on MAY 28, 2013,
by JANET MURPHY for Tahoe-Douglas District.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

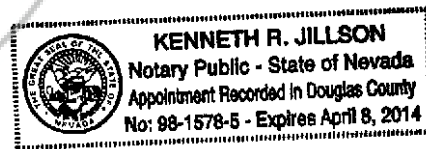


EXHIBIT A

April 3, 2013
11002

**DESCRIPTION
FOR ABANDONMENT**

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

A portion of that easement per that Grant of Easement filed for record on January 23, 1975 as Document No. 77666, more particularly described as follows:

A parcel of land being a portion of Section 34, T 14 N, R 18 E, M.D.M. and more particularly of Lot 4, all in Douglas County, Nevada.

The centerline of a 15 foot wide utility easement described as follows:

Commencing at the south quarter corner of said Section 34, thence N 23°05'20" W, 594.93' to the southeast corner of Parcel 2 comprised of sub-parcels 2A, 2B and 2C as shown on that Record of Survey recorded in Book 94 at Page 614 on December 22, 1971. Official Records of Douglas County, Nevada; thence along the southerly boundary of said Parcel 2 N 89°56'12" W, 558.41' to the TRUE POINT OF BEGINNING; thence S 56°32'25" W, 37.84'; S 10°42'25" W, 61.88'; S 51°02'10" W, 61.47'; N 47°56'10" W, 29.80'; S 58°53'10" W, 45.77'; S 11°44'50" E, 62.20' and S 42°47'50" E, 46.54' to the southerly termination of this easement and from which point the westerly right of way of U.S. Highway 50 bears N 89°56'12" W, 709.77'.

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

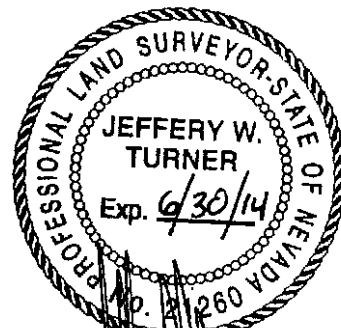


EXHIBIT B

March 8, 2013
11002

DESCRIPTION

15' Wide Sub-surface Sanitary Sewer Easement

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

All that portion of Parcel 1 per that Grant Bargain and Sale Deed filed for record on March 30, 2010 as Document No. 0761184, more particularly described as follows:

A strip of land 15 feet wide, being 7.5' feet on each side of a centerline described as follows:

Commencing at the Southwest most corner of said Parcel 1, thence South 89°56'50" East 123.98 feet to the Point of Beginning;

thence North 31°48'57" West 76.73 feet;
thence North 22°55'54" East 65.47 feet and termination point of this easement.

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

Together with a strip of land 15 feet wide, being 7.5' feet on each side of a centerline described as follows:

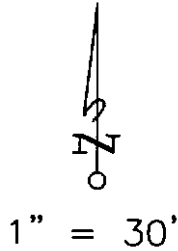
Commencing at the Northwest most corner of said Parcel 1, thence South 89°56'12" East 26.15 feet to the Point of Beginning;

thence South 23°16'40" West 31.82 feet;
thence South 18°59'38" West 65.76 feet;
thence South 27°02'40" West 15.26 feet;
thence South 42°28'08" West 17.25 feet;
thence South 71°21'30" West 16.15 feet;
thence North 84°21'45" West 26.38 feet to the termination point of this easement.

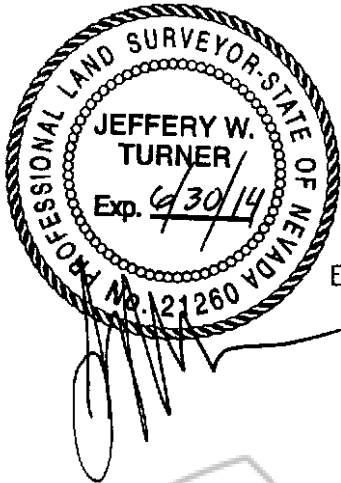
TA TURNER & ASSOCIATES, INC.

LAND SURVEYING
 (775) 588-5658
 308 DORLA COURT, SUITE 203
 ROUND HILL, NEVADA
 P.O. BOX 5067 - STATELINE, NEVADA 89449
 PROJECT FILE 11002

DATE 03/2013 JOB No. 11002
 PROJECT PROPOSED EASEMENT EXHIBIT
 BY SW PAGE 1 OF 1
 1118 HWY. 50, DOUGLAS CO, NV
 A.P.N. 1318-34-401-009



LAKE
 TAHOE



EXISTING SEWER LIFT STATION
 W/NEW STONE VENEER

ELECTRICAL PANEL

NEW SANITARY SEWER
 MANHOLE STRUCTURE

MEANDER LINE

PARCEL 1 PER
 DOC. NO. 0761184

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 31°48'57" W	76.73'
L2	N 22°55'54" E	65.47'
L3	N 23°16'40" E	31.82'
L4	N 18°59'38" E	65.76'
L5	N 27°02'40" E	15.26'
L6	N 42°28'08" E	17.25'
L7	N 71°21'30" E	16.15'
L8	N 84°21'45" W	26.38'

N 89°56'50" W 123.98'

The side lines of this easement shall be shortened or lengthened to meet the property lines and the previously described easement.

Containing 4,721 square feet, plus or minus.

Within the surface area of a portion of the above described easement lies improvements that do not encumber access.

The Basis of Bearing for this description 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



A handwritten signature in black ink, appearing to read "Jeffery W. Turner", written below the professional seal.