



KAREN ELLISON, RECORDER

APN: 1418-34-301-005

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is effective this 14th day of July 2016, by and between RESIDENTIAL PROPERTY INVESTMENT, LLC, a Delaware limited liability company ("RPI") and TAHOE-DOUGLAS DISTRICT ("Tahoe-Douglas") (collectively herein the "Parties").

WITNESSETH:

WHEREAS, RPI owns that certain real property situate in Douglas County, Nevada, commonly identified by Assessor's Parcel No. 1418-34-301-005 (hereinafter the "RPI Parcel"); and

WHEREAS, In addition to the sewer main line authorized by that Grant of Easement filed for record with the Douglas County Recorder on January 23, 1975, at Book 175, Page 769, and Document No. 77654, Tahoe-Douglas installed and maintains a sewer utility line on the RPI Parcel, which is more particularly described on "Exhibit 1" attached hereto; and

WHEREAS, Tahoe-Douglas installed and maintains said sewer utility line without a recorded easement, as it appears from the public record that Tahoe-Douglas has never recorded a utility easement for the installation and maintenance of the sewer utility line on the RPI Parcel; and

WHEREAS, the Parties hereto desire and have agreed that RPI will grant to Tahoe-Douglas a new sewer utility easement, which rights constitute a burden on the RPI Parcel.

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

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. RPI, as owner of the RPI Parcel, 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 a sewer utility line and necessary appurtenances in the County of Douglas, State of Nevada, and more particularly described on Exhibit "1" attached hereto.

2. Tahoe-Douglas will have sole responsibility for the maintenance, repair and replacement of the sewer utility line and appurtenances.

3. Tahoe Douglas acknowledges that because a utility easement was never recorded for the installation of the sewer utility line, certain improvements belonging to RPI encroach upon the surface area of the easement, but that such encroachments do not interfere with its responsibility to maintain, repair, and replace the sewer utility line. 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 improvements. However, to the extent Tahoe-Douglas makes such access, removal, disturbance, or destruction, Tahoe-Douglas shall be responsible for ensuring that all improvements, excluding soft-scape¹, are restored, as near as practicable, to their then existing condition immediately prior to the commencement of work. In the event that Tahoe-Douglas removes, damages, disturbs, or destroys soft-scape, it shall make every reasonable effort to restore the same to its then existing condition immediately prior to the commencement of work.

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:

¹ Soft-scape includes flowers, plants, shrubs, trees, flower beds, etc.

If to RPI, to:

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

or at such other place as RPI may designate by written notice.

If to Tahoe-Douglas, to:

TAHOE-DOUGLAS DISTRICT
Post Office Box 1160
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. Attorney's 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 attorney's 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 RPI.

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.

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 Follows]

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

RESIDENTIAL PROPERTY INVESTMENT, LLC

By: RESIDENTIAL PROPERTY HOLDINGS, LLC,
its Manager.



CHINYOL YI, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §

COUNTY OF Orange

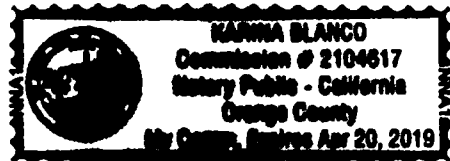
On July 14, 2016, before me, Karina Blanco, ~~name of notary public~~ personally appeared CHINYOL YI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

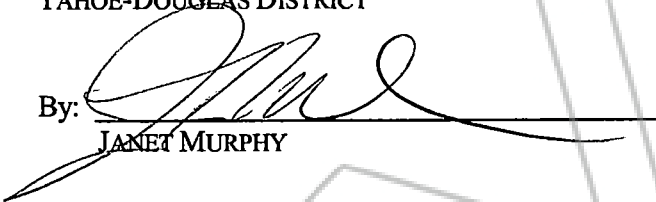
Karin Blanco
Signature of Notary Public

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW



TAHOE-DOUGLAS DISTRICT

By:


JANET MURPHY

STATE OF NEVADA

)


:ss.

COUNTY OF DOUGLAS

)

This instrument was acknowledged before me on August 9, 2016, by
JANET MURPHY for Tahoe-Douglas District.

WITNESS my hand and official seal.


NOTARY PUBLIC

