

1 EASEMENT AGREEMENT

2 THIS AGREEMENT, made and entered into on this 10 day of
3 February, 1974, by and between MARLA BAY BEACH
4 CLUB OWNERS, of Marla Bay, Douglas County, Nevada, hereinafter
5 referred to as "FIRST PARTY", and the TAHOE-DOUGLAS SEWER IMPROVE-
6 MENT DISTRICT, a municipal incorporation, of Douglas County, Nevada,
7 hereinafter referred to as "SECOND PARTY",

8 W I T N E S S E T H

9 That, for and in consideration of the sum of TEN DOLLARS
10 (\$10.00), cash in hand paid, receipt whereof is hereby acknow
11 ledged, the FIRST PARTY has this day bargained and sold, and by
12 these presents, does hereby grant, bargain, sell, convey, transfer
13 and deliver unto the SECOND PARTY, a permanent nonexclusive ease-
14 ment and right of way for the purpose of installing and maintaining
15 an underground sewer utility line and necessary appurtenances there-
16 to, together with the right of ingress and egress over and across
17 said property. Said right of way is located within the boundaries
18 of a tract or parcel of land situate in Section 9, Township 13
19 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, more partic-
20 ularly described as follows:

21 A strip of land being the Southwesterly 20' of
22 Lot 1-A, Block B, of Zephyr Cove Properties, Unit No.
23 2 (Marla Bay), according to the ammended map as
filed in the Official Records of Douglas County, Nevada.

24 In addition, FIRST PARTY does hereby grant to SECOND PARTY
25 a temporary easement 10' in width adjacent to the aforementioned
26 easement for the purpose of allowing initial construction. The
27 same shall be automatically revoked upon completion of original in-
28 struction.

29 TO HAVE AND TO HOLD the said nonexclusive easement and
30 right of way unto SECOND PARTY, and unto its' successors and assigns
31 forever.

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1 SECOND PARTY hereby covenants with FIRST PARTY that it
2 will indemnify and hold FIRST PARTY, its' heirs, successors and
3 assigns free and harmless from any liability arising from their
4 entry on to the property and the construction, placement and main-
5 tenance of the aforementioned sewer line and appurtenances thereto.

6 IN WITNESS WHEREOF, the parties hereto have hereunto
7 set their hands this date first above written.

8 MARLA BAY BEACH CLUB OWNERS

9
10 By: Robert W Wood
11 ROBERT W. WOOD, Manager

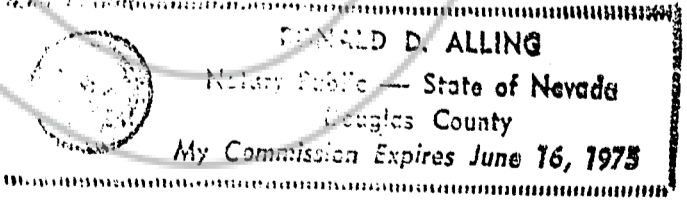
12 TAHOE-DOUGLAS SEWER IMPROVEMENT DISTRICT

13
14 By: Joseph F Exatto
15

16 STATE OF NEVADA)
17) ss.
18 COUNTY OF DOUGLAS)

19 On this 11th day of February, 1974, personally
20 appeared before me, Ronald D. Alling, a Notary Public for the
21 State of Nevada, ROBERT W. WOOD, known to me to be the Manager of
22 the MARLA BAY BEACH CLUB OWNERS, who executed the foregoing instru-
23 ment in said capacity.

24 Ronald D Alling
25 NOTARY PUBLIC



26
27 Recorded at Request of Tahoe - Do. Dist
28 On JAN 23 1975 At 20 Min. Past 2:00 PM
Official Records of Douglas County, Nevada. Fee _____

29
30
31 Patricia J. Stanley, Recorder. By Samuel Stanley
32 Notary

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