

20-

APN: 1418-34-301-003

RECORDING REQUESTED BY:

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

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 7 Fee: 20.00
BK-0407 PG- 939 RPTT: 0.00




✓ AND WHEN RECORDED MAIL TO:

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

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


(Signature)


(Title)

EASEMENT AGREEMENT
(Creating new and replacing pre-existing easement)

THIS EASEMENT AGREEMENT (the "Agreement") is effective the 1st day of October 2006, by and between LINDA H. PASCOTTO, as Trustee of The Linda Haldan Pascotto Revocable Trust ("Pascotto") and TAHOE-DOUGLAS DISTRICT ("Tahoe-Douglas").

WITNESSETH:

WHEREAS, Pascotto owns that certain real property situate in Douglas County, Nevada, commonly identified by Assessor's Parcel No. 1418-34-301-003 (hereinafter the "Pascotto Parcel"); and

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

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

WHEREAS, the parties hereto desire and have agreed that Pascotto will grant to Tahoe-Douglas a new utility easement, which rights constitute a burden on the Pascotto 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 Pascotto, as owner of the Pascotto Parcel, the following easement right in the Pascotto Parcel:

The utility easement as set forth in a Grant of Easement executed by Winifred S. Stadlman (Executrix, Estate of Lauretta H. Thompson, Deceased) and filed for record with Douglas County Recorder on January 23, 1975, Book 175, Page 774 as Document No. 77656.

It is the intent of the parties to release, extinguish and abandon the foregoing easement right in the Pascotto Parcel claimed by, through or on behalf of Tahoe-Douglas, whether known or unknown.

2. Pascotto, 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, including, but not limited to, the right of ingress and egress to the location of the line across driveways and pathways, as they may exist from time to time, for the purposes set forth herein, in the County of Douglas, State of Nevada, and more particularly described on Exhibit "A" attached hereto:

3. 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.

4. 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 Pascotto, to:

Linda H. Pascotto
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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 Pascotto. 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.

10. 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.

11. 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.

12. 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.

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

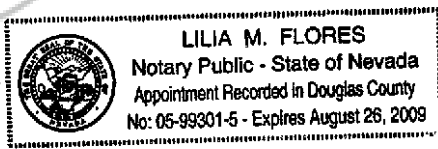
Linda H. Pascotto
LINDA H. PASCOTTO, Trustee of
The Linda Haldan Pascotto Revocable Trust

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on JANUARY 25, 2007,
by LINDA H. PASCOTTO, Trustee of The Linda Haldan Pascotto Revocable Trust.

WITNESS my hand and official seal.

Lilia M. Flores
NOTARY PUBLIC



TAHOE-DOUGLAS DISTRICT

By: *[Signature]*
(Signature)

J. MURPHY - ADMINISTRATOR
(Print Name & Title)

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on APRIL 2, 2007,
by JANET MURPHY for Tahoe-Douglas District.

WITNESS my hand and official seal.

Lilia M. Flores
NOTARY PUBLIC



November 2, 2006

06121

DESCRIPTION
15-Foot Sanitary Sewer Relocation Easement

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

All that portion of Lot 3, Section 34, T14N, R18E, M.D.M., more particularly described as follows:

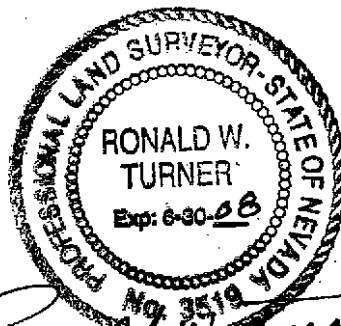
Beginning at a point on the North line of A.P.N. 1418-34-301-003 as described in Book 0603, Page 13009, Document No.0581172, which bears North 89°53'00" West 568.00 feet, from the Northeast corner of said parcel;

thence South 29°39'56" West 22.11 feet;
thence South 13°20'42" East 85.17 feet;
thence South 20°50'53" East 51.33 feet;
thence North 89°53'00" West 16.06 feet;
thence North 20°50'53" West 46.57 feet;
thence North 13°20'42" West 92.48 feet;
thence North 31°29'35" East 19.42 feet;
thence South 89°53'00" East 16.85 feet to the Point of Beginning.

The Basis of Bearing for this description is the above referenced Document No. 0581172.

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





TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5658

308 DORLA COURT, SUITE 203

ROUND HILL, NEVADA

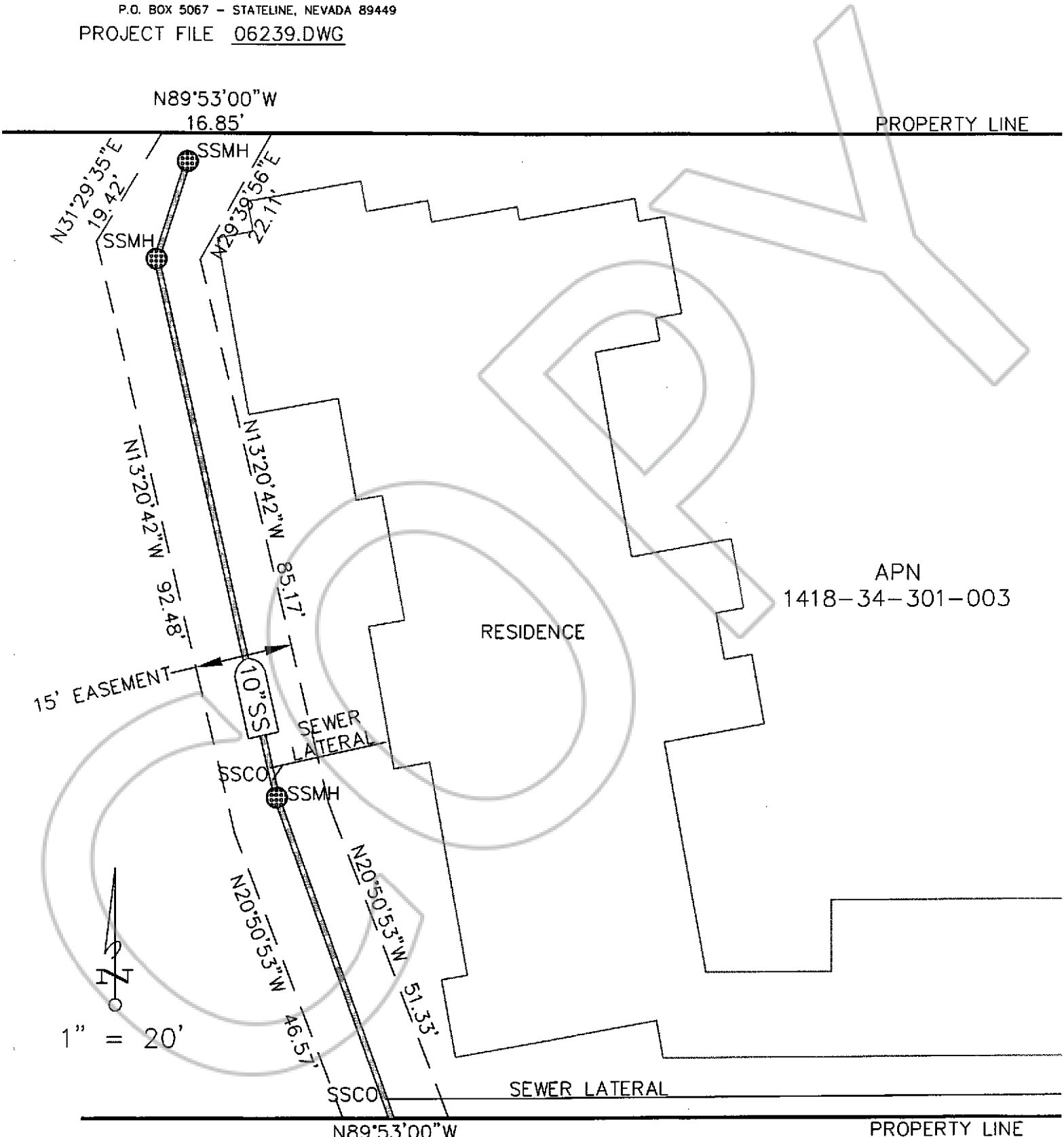
P.O. BOX 5067 - STATELINE, NEVADA 89449

PROJECT FILE 06239.DWG

DATE FEBRUARY 2007 JOB No. 06239

PROJECT 06239 - 1186 HIGHWAY 50

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