

APN: 1318-23-301-001

RECORDING REQUESTED BY:

Kingsbury General Improvement District
Post Office Box 2220
Stateline, Nevada 89449

WHEN RECORDED MAIL TO:

Sierra Colina, LLC
Post Office Box 129
Zephyr Cove, Nevada 89448

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 45.00
BK-0907 PG- 6772 RPTT: 0.00



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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.

Michele Runzel
Signature

Business contracts mgr
Title

EASEMENT ABANDONMENT AGREEMENT

THIS EASEMENT ABANDONMENT AGREEMENT (the "Agreement") made and entered into this 24th day of September, 2007, by and between SIERRA COLINA LLC (hereinafter referred to as "SIERRA COLINA") and KINGSBURY GENERAL IMPROVEMENT DISTRICT, (hereinafter referred to as "KGID").

WITNESSETH:

WHEREAS, SIERRA COLINA owns certain real property situate in Douglas County, Nevada commonly identified by Assessor's Parcel No. 1318-23-301-001 (hereinafter the "SIERRA COLINA PARCEL"); and

WHEREAS, KGID claims certain easement rights in the SIERRA COLINA PARCEL, which rights constitute a burden on the SIERRA COLINA PARCEL; and

WHEREAS, the parties hereto desire and have agreed to extinguish a utility easement right claimed by or through KGID on the SIERRA COLINA 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. KGID shall and hereby does release, extinguish and abandon the easement right in the SIERRA COLINA PARCEL more fully described in Exhibit A. It is the intent of the parties to release, extinguish, and abandon the easement right in the SIERRA COLINA PARCEL claimed by, through or on behalf of KGID, whether known or unknown.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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. 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.

7. 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.

8. 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.

9. 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.

“SIERRA COLINA”

By: *[Signature]*
(Signature)

STEVEN C KENNEDY, MANAGER
(Print Name & Title)

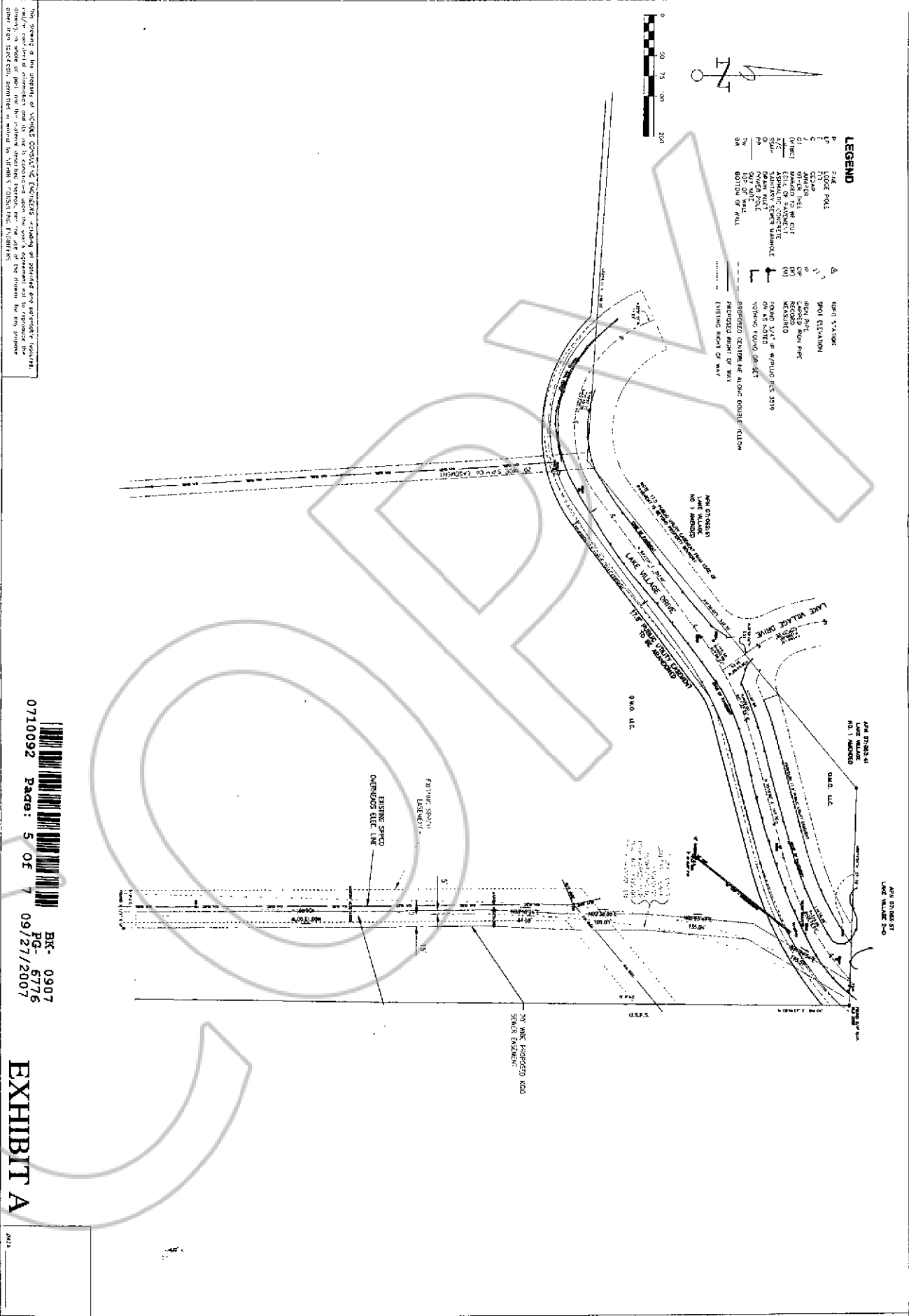
STATE OF NEVADA
COUNTY OF Douglas ss:

On Sept. 24, 2007, before me, personally appeared Steven C Kennedy, personally known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Julia Blair
Notary Public





This drawing is the property of NICHOLS CONSULTING ENGINEERS. It is to be used only for the project and location specifically identified herein. It is not to be used for any other project, in whole or in part, without the written consent of NICHOLS CONSULTING ENGINEERS. Any reproduction of this drawing without the written consent of NICHOLS CONSULTING ENGINEERS is strictly prohibited.

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 ER- 0907
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 09/27/2007

EXHIBIT A

SHEET 1 OF 1	EXISTING AND PROPOSED CONDITIONS	SIERRA COLINA LAKE VILLAGE DRIVE, LAKE TAHOE, DOUGLAS COUNTY, NEVADA		Nichols Consulting Engineers, Chtd. 1665 S. Arlington Ave., Suite 111 Reno, NV 89509 (775) 328-4885	REVISIONS														
		DESIGNED: _____ DRAWN: _____ CHECKED: _____ DATE: _____ SCALE: AS NOTED DATE: 5-14-07	<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>CHG</th> <th>APP</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		No.	Date	CHG	APP											
No.	Date	CHG	APP																

EXHIBIT B

1/29/07
05147

DESCRIPTION
17.5 foot Public Utility Easement
South side of Lake Village Dr.

All that real property situate in the County of Douglas, State of Nevada, and being a portion of Parcel A as shown on that Parcel Map, filed for record on September 21, 1990, as Document No. 235099 described as follows:

BEGINNING at the Southeast corner of Lake Village Unit No. 2D, filed for record on June 5, 1972, as Document No. 59803,

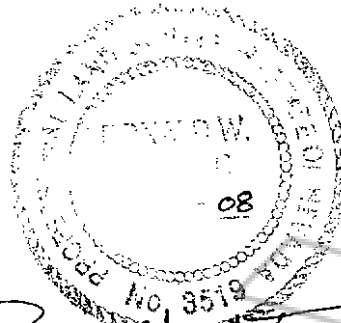
Thence South $00^{\circ}46'07''$ West 14.49 feet;
Thence along a curve concave to the Northwest with a radius of 500.76 feet, a central angle of $26^{\circ}14'22''$, and an arc length of 229.33 feet, the chord of said curve bears South $62^{\circ}49'59''$ West 227.33 feet;
Thence South $75^{\circ}57'10''$ West 112.52 feet;
Thence along a curve concave to the Southeast with a radius of 318.02 feet, a central angle of $23^{\circ}41'00''$, and an arc length of 131.45 feet, the chord of said curve bears South $64^{\circ}06'40''$ West 130.52 feet;
Thence South $52^{\circ}16'10''$ West 181.04 feet;
Thence South $58^{\circ}42'04''$ West 78.57 feet;
Thence along a curve concave to the North with a radius of 172.31 feet, a central angle of $82^{\circ}41'31''$, and an arc length of 248.69 feet, the chord of said curve bears North $79^{\circ}57'10''$ West 227.66 feet;
Thence South $86^{\circ}06'41''$ East 24.99 feet;
Thence along a curve concave to the North with a radius of 154.81 feet, a central angle of $76^{\circ}25'58''$, and an arc length of 206.52 feet, the chord of said curve bears South $83^{\circ}04'57''$ East 191.55 feet;
Thence North $58^{\circ}42'04''$ East 77.59 feet;
Thence North $52^{\circ}16'10''$ East 180.05 feet;
Thence along a curve concave to the Southeast with a radius of 335.52 feet, a central angle of $23^{\circ}41'00''$, an arc length of 138.69 feet, the chord of said curve bears North $64^{\circ}06'40''$ East 137.70 feet; thence North $75^{\circ}57'10''$ East 112.52 feet;
Thence along a curve concave to the Northwest with a radius of 483.26 feet, a central angle of $26^{\circ}30'17''$, and an arc length of 223.55 feet, the chord of said curve bears North $62^{\circ}42'01''$ East 221.57 feet;
Thence South $88^{\circ}10'24''$ East 9.81 feet to the POINT OF BEGINNING.



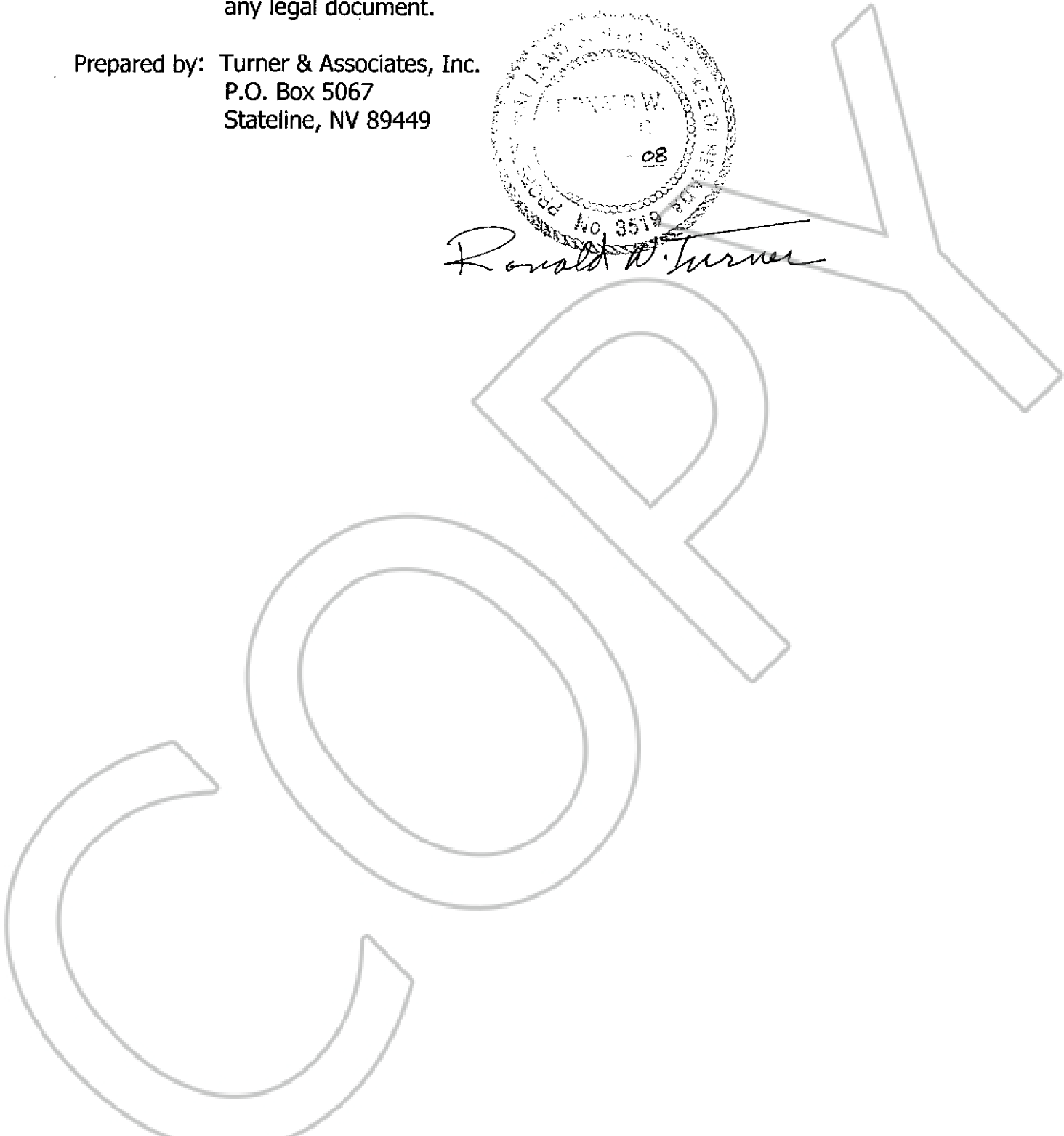
The Basis of Bearing for this description is the above referenced Parcel Map.

Note: Refer this description to your title company before incorporating into any legal document.

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



Ronald W. Turner



P/Descriptions/2005/05147PUDSouth