

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 5 Fee: 43.00  
BK-0907 PG- 6779 RPIT: 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.

Michelle Runtzel  
Name

Business Contracts Mgr  
Title

EASEMENT ABANDONMENT AGREEMENT

THIS EASEMENT ABANDONMENT AGREEMENT (the "Agreement") made and entered into this 24<sup>th</sup> 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 claimed rights constitute a burden on the SIERRA COLINA PARCEL; and

WHEREAS, the easement rights claimed by KGID were never recorded with the Office of the Recorder of Douglas County, Nevada; and

WHEREAS, the parties hereto desire and have agreed to extinguish the unrecorded easement rights claimed by or through KGID on the SIERRA COLINA PARCEL, as shown in Exhibit A.

**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 which were never recorded but were merely referred to on a parcel map referred to as Document No. 235099. 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. The parties hereto have executed a separate agreement whereby SIERRA COLINA has granted KGID new easement rights, which constitute a burden on the SIERRA COLINA PARCEL.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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)

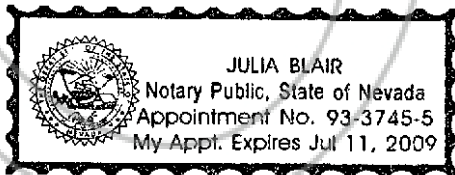
STEVEN C KENNINGER, MANAGER  
(Print Name & Title)

STATE OF NEVADA

COUNTY OF Douglas ss:

On Sept. 24, 2007 before me, personally appeared Steven C Kenninger 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

"KGID"

KINGSBURY GENERAL IMPROVEMENT DISTRICT

By: Michelle Runtzel  
(Signature)

Michelle Runtzel, Business Contracts  
(Print Name & Title) mgr

STATE OF NEVADA )  
 ) ss:  
COUNTY OF Douglas )

On September 24, 2007, before me, personally appeared Michelle Runtzel, 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.



Charlena Manchester  
Notary Public

