

OFFICIAL RECORD

Requested By:

M RUNTZEL

APN: 1318-23-301-001

RECORDING REQUESTED BY:

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

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 45.00
BK-0907 PG- 6784 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.

M. Runzel
(Signature)

Business: Contracts mgr
(Title)

(PROPERTY ADDRESS: Parcel is bounded west by Highway 50 and Lake Village Drive to the North, Stateline, NV)

UTILITY EASEMENT

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

WITNESSETH:

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

WHEREAS, the parties hereto desire and have agreed that GRANTOR will grant to GRANTEE a new utility easement, which rights constitute a burden on the GRANTOR 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. GRANTOR hereby grants unto the GRANTEE, a perpetual non-exclusive easement and right-of-way as set forth in Exhibit A attached hereto and incorporated herein to construct, maintain, repair, replace, and rebuild underground pipelines, drains and/or mains and other appurtenances for the purpose of conveying water or sewer over, across,

through and under the lands described, together with the right of ingress and egress, also together with the right to excavate and level ditches and/or trenches for the location of said pipelines, drains, and/or mains; and the further right to remove trees, bushes, undergrowth and any other obstructions, natural or constructed, interfering with the location, construction, and maintenance of said pipelines, drains, and/or mains, provided the GRANTEE has the obligation to return said site to its natural grade reasonably comparable with the surrounding site (hereinafter referred to as "Utility Easement").

2. The land affected by this Agreement is located in the County of Douglas, State of Nevada, and is more particularly described in the attached Exhibits A, B, and C.
3. GRANTEE shall be responsible for any damage to personal property or improvements, suffered by GRANTOR by reason of constructing, altering, maintaining, inspecting, repairing and reconstructing the Utility Easement.
4. GRANTEE will at all times save and hold harmless GRANTOR with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing and reconstructing the Utility Easement.
5. GRANTEE shall be responsible, at its sole expense, for filing any applications with, and obtaining any permits or other requirements from the Tahoe Regional Planning Agency.
6. GRANTOR agrees that no future improvements shall be placed or erected on the Utility Easement without prior written approval by the GRANTEE.
7. GRANTEE is obligated to replace any and all improvements, including but not limited to, revegetation, replacing any and all plants, trees, shrubs and landscaping, damaged by GRANTEE to the satisfaction of GRANTOR.
8. GRANTEE has the obligation to return the GRANTOR'S property to its natural grade reasonably comparable with the remainder of the surrounding site.
9. *The costs and expenses of maintaining the Utility Easement shall be borne by GRANTEE.*
10. GRANTEE shall be responsible for GRANTOR's, and any of its successors or assigns, attorney's fees and costs incurred to enforce any provisions herein.
11. GRANTEE acknowledges that the Utility Easement is to be shared with other utility companies, namely Sierra Pacific Power Company, Southwest Gas and Verizon and that these separate entities have rights of ingress and egress over the Utility Easement along with GRANTEE.

12. This Agreement and the terms contained herein shall be binding upon the successors, agents and assigns of GRANTOR and GRANTEE, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD said easement and right-of-way unto the GRANTEE and unto its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed these presents the day and year first above written.

"GRANTOR"

By:

[Handwritten Signature]
(Signature)
STEVEN C KENAWAGER, MANAGER
(Print Name & Title)

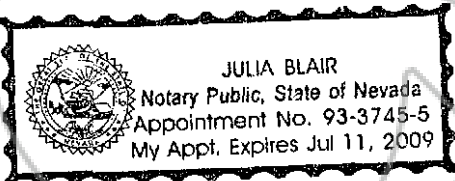
STATE OF NEVADA

COUNTY OF Douglas ss:

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



KINGSBURY GENERAL IMPROVEMENT DISTRICT

"GRANTEE"

By: Michelle Runtzel
(Signature)

Michelle Runtzel Business Contract
(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

EXHIBIT A

June 6, 2007
06233

DESCRIPTION
20' Sanitary Sewer Easement

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

All that portion of Parcel A, as shown on that Parcel Map filed for record on September 21, 1990 as Doc No. 235099, more particularly described as follows:

BEGINNING at a point on the North line of said Parcel A which bears North 88°10'24" West 18.89 feet from the Northeast corner of Parcel A, said point being on the centerline of this easement description;

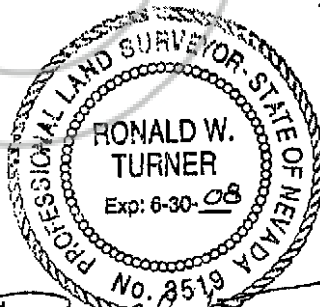
Thence along the centerline South 31°24'54" West 146.39 feet;
Thence South 05°23'47" West 133.00 feet;
Thence South 00°30'38" West 101.00 feet;
Thence South 03°10'24" West 91.00 feet;
Thence South 00°15'00" East 454.18 feet to a point on the South boundary of said Parcel A and the Southerly terminus of this easement description.

The sidelines of this easement description are to be lengthened or shortened to meet the grantor's property lines.

The Basis of Bearings 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\2006\06233SSEasement





TURNER & ASSOCIATES, INC.

LAND SURVEYING

308 DORLA CT, STE 203 • ROUND HILL
P.O. BOX 5067 • STATELINE, NV. 89449
(775) 588-5658

DATE	06-07	JOB NO.	06233
PROJECT	EXHIBIT "B"		
BY	RWT	PAGE	1 OF 1
K.G.I.D. FORCE MAIN ESM'T.			

LAKE VILLAGE DRIVE

N 88° 10' 24" W

N 31° 24' 54" E
146.39'

18.89'

N 0° 30' 38" E
101.00'

N 05° 23' 47" E
133.00'

SEWER MAIN

N 03° 10' 24" E

20' SANITARY FORCE

N 00° 15' 00" W
454.18'

CREEK

98'

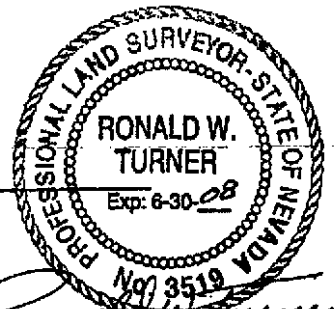
N 89° 17' 34" W

DO. CO. PARK

1" = 100'

U.S.F.S.
1318-23-301-002

Note: Existing force main is 5'± West of the ~~line~~ shown hereon.



Ronald W. Turner



The drawings are the property of NICHOLS CONSULTING ENGINEERS, including all intellectual and technical features. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of NICHOLS CONSULTING ENGINEERS. Other than specifically permitted in writing by NICHOLS CONSULTING ENGINEERS.

0710094 Pages: 7 OF 7
 BK- 0907
 PG- 6790
 09/27/2007

EXHIBIT C

DATE

PROPOSED EGRID UTILITY BASEMENT

SIERRA COLINA
 LAKE VILLAGE DRIVE
 LAKE TAHOE, DOUGLAS COUNTY, NEVADA

Nichols Consulting Engineers, Chfd.
 1885 S. Arlington Ave., Suite 111
 Reno, NV 89502
 (775) 328-8865

REVISIONS	NO.		DATE	
	BY	CHKD	DATE	APPV

