

DOC # 807892
08/23/2012 10:19AM Deputy: AR
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-812 PG-5639 RPTT: 0.00



APN: 1418-27-210-020 and 1418-27-210-010

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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

MAIL TAX STATEMENTS TO:

TAHOE LAKE HOUSE, LLC
Post Office Box 429
Minden NV 89423

001098691WB

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

EASEMENT AGREEMENT

This Agreement made and entered into as of the 1st day of August, 2012 by and between TAHOE LAKE HOUSE, LLC, as owner of 1457 Pittman Terrace, APN: 1418-27-210-020, Lots 23 and 24, Cave Rock Cove, Douglas County, Nevada, (hereinafter "Lot 23") and TAHOE LAKE HOUSE, LLC, as owner of 1458 Pittman Terrace, APN: 1418-27-210-010, Lot 6, Cave Rock Cove, Douglas County, Nevada, (hereinafter "Lot 6").

WITNESSETH:

WHEREAS, Lot 23 and Lot 6 have been in common ownership with TAHOE LAKE HOUSE, LLC; and

WHEREAS, Lot 23 is burdened with a propane tank and supply line which exists for the benefit of Lot 6 as described on Exhibit "A" attached hereto; and

WHEREAS, the parties desire to create an easement that will run with the land and burden Lot 23 and benefit Lot 6.

NOW THEREFORE, consideration and mutual covenants herein contained and other good and valuable consideration, receipt whereof is hereby acknowledged, TAHOE LAKE HOUSE, LLC, as owner of Lot 23, hereby grants to TAHOE LAKE



HOUSE, LLC, as owner of Lot 6, a non-exclusive easement over Lot 23 for a propane tank and supply line as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Said easement is not personal to the parties hereto, but is to expressly run with the land and burden Lot 23 and benefit Lot 6.

Said easement shall include the right to access Lot 23 so as to replace or repair said lines and to replace said tank.

Any owner of Lot 6 may, at said owner's sole expense and with the consent of the then owner of Lot 23 (which shall not be unreasonably withheld) relocate said propane tank and/or supply lines. Any owner of Lot 23 may, at said owner's sole expense and with the consent of the then owner of Lot 6 (which shall not be unreasonably withheld) relocate said propane tank and/or supply lines. The expense of relocation shall include the drafting and recording of a legal description modifying this easement agreement.

This Agreement is to be governed and construed according to the laws of the State of Nevada. Venue shall for any dispute in connection herewith be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

This Agreement shall be binding on, and shall insure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

If any party to this Agreement commences an action against an other to enforce any of the terms and conditions contained herein, or because of the breach by any party of the terms hereof, the prevailing party(s) shall be entitled to receive attorneys' fees and costs of suit as damages and as award of a Court.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



This Agreement constitutes the entire understanding between the parties and shall, as of the effective date hereof, supersede all other Agreements, oral or written, of the parties with regard to the subject matter. This Agreement may not be amended or modified except by a written document signed by all parties hereto.

DATED this 20th day of August 2012.

TAHOE LAKE HOUSE, LLC, as Owner of
Lot 23 Described Above

By: Paula J. Yturbide
PAULA J. YTURBIDE, Manager

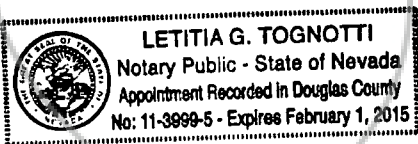
TAHOE LAKE HOUSE, LLC, as Owner of
Lot 6 Described Above

By: Paula J. Yturbide
PAULA J. YTURBIDE, Manager

State of NEVADA)
 : ss.
County of DOUGLAS)

This instrument was acknowledged before me on August 20, 2012, by
PAULA J. YTURBIDE.

WITNESS my hand and official seal.



Letitia G. Tognotti
NOTARY PUBLIC



August 7, 2012
12095

DESCRIPTION
Easement – Propane Tank and Supply Line

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

All that portion of Lot 23, Cave Rock Cove, LTD, filed for record on September 26, 1936, Document No. 3331, more particularly described as follows:

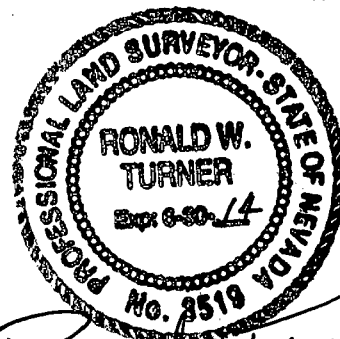
Beginning at a point on the North westerly line of said Lot 23 which bears South 42° 20' 31" West 34.06 feet from the Northwesterly corner of said Lot 23;

thence North 42° 20' 31" East 5.13 feet;
thence South 60° 45' 15" East 56.82 feet;
thence North 44° 19' 27" East 9.36 feet;
thence South 45° 40' 33" East 5.00 feet;
thence South 44° 19' 27" West 13.19 feet;
thence North 60° 45' 15" West 61.82 feet; to the True Point of Beginning.

The Basis of Bearing for this description for this description is the bearing North 45°43'24" East per the Record of Survey, Document No. 209569.

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



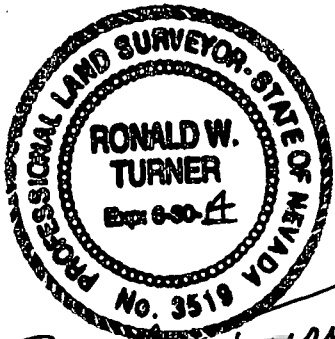
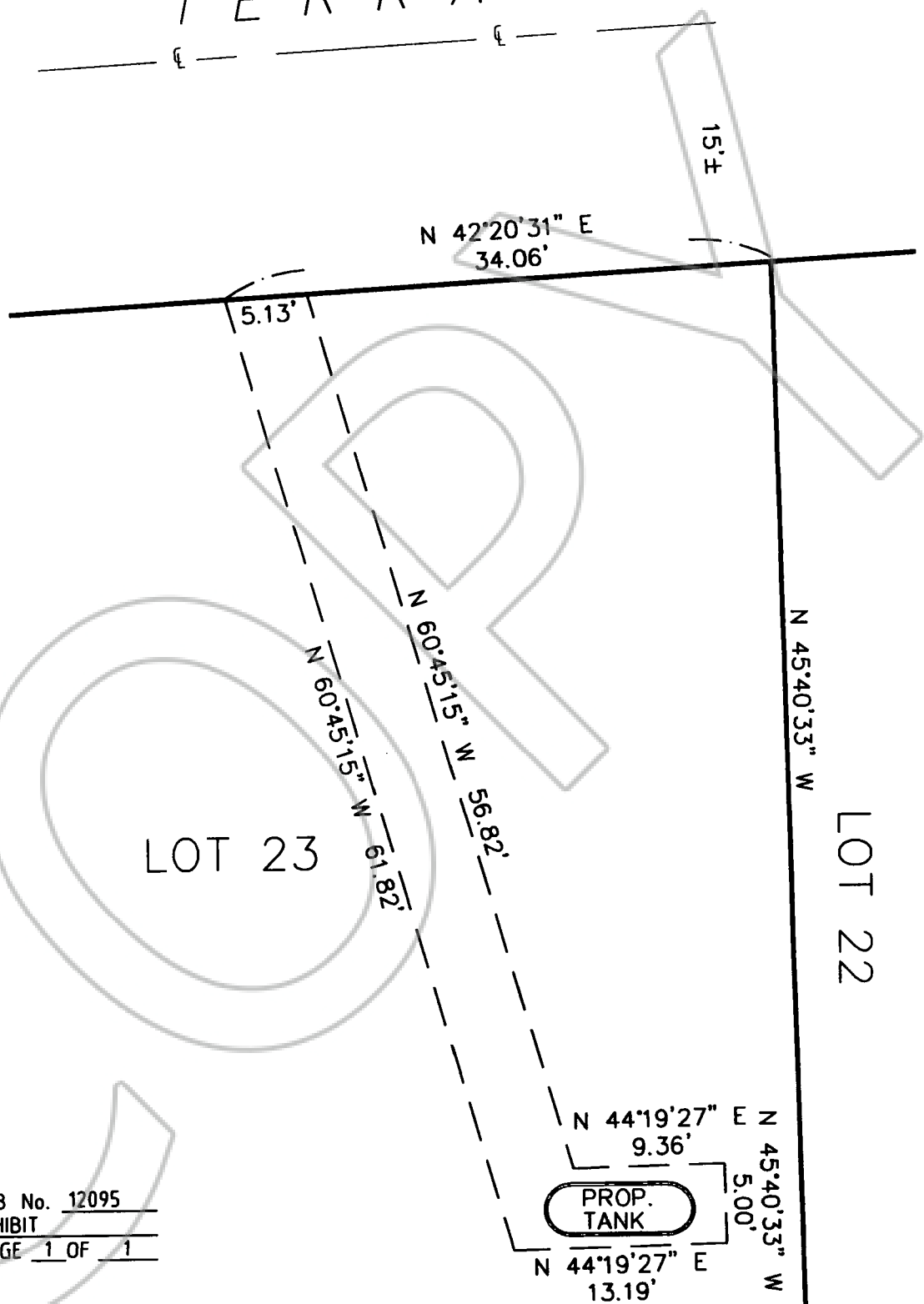
Ronald W. Turner



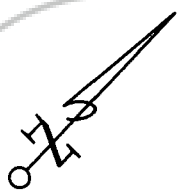
BK 812
PG-5643

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PITTMAN TERRACE



Ronald W. Turner



1" = 10'

DATE 8/2012 JOB No. 12095
 PROJECT EASEMENT EXHIBIT
 BY SW PAGE 1 OF 1

TA **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 12095