

APN'S 1418-15-701-004
1418-15-701-003

GRANT OF EASEMENT;
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, OBLIGATIONS & LIMITATIONS

1. Grant of Easement

DEAN DASKAROLIS and VEATRIKI DASKAROLIS, Trustees for the Daskarolis Family Trust Dated July 25, 1991 ("DASKAROLIS"), and HILTON B. ATHERTON, JR. and SUEMI ATHERTON hereby convey to WAYNE L. PRIM, Trustee of the Prim 1988 Revocable Trust under Trust Dated June 15, 1988 (hereafter "Prim Revocable Trust"), and the heirs, successors and assigns of such Grantee forever a non-exclusive easement in the County of Douglas, State of Nevada, bounded and described as follows:

A non-exclusive easement and right of way in perpetuity for recreational purposes including but not limited to sunbathing, walking, hiking, picnicking, swimming, boating, fishing, watercraft landing, watercraft channel access and unimpeded access to water of state and national waters of Lake Tahoe and ingress and egress for such purposes and other incidental, related and ancillary uses, under, over, on and across that certain land more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Easement Area").

This easement is for the benefit of and appurtenant to and shall run with that land situate, lying and being in Douglas County, Nevada and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

This easement shall burden that land situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "C" attached hereto and incorporated herein by reference.

2. Declaration of Covenants, Conditions, Restrictions, Limitations & Obligations

A. Recitals

i. DEAN DASKAROLIS and VEATRIKI DASKAROLIS, Trustees for the Daskarolis Family Trust Dated July 25, 1991 ("DASKAROLIS"), and HILTON B. ATHERTON, JR. and SUEMI ATHERTON are the owners of the land described in Exhibit "C" (Parcel 1);

ii. PRIM REVOCABLE TRUST is the owner of the land described in Exhibit "B" (Parcel 2).

iii. The owners of Parcel 1 have, under Paragraph 1 hereof, granted to the owner of Parcel 2 a non-exclusive easement;

iv. Parcel 1 and Parcel 2 each abut a certain parcel of land situate lying and being in Douglas County, Nevada and more particularly described in Exhibit "D" hereto (Parcel 3).

case.032902.5

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THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

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THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

v. The owners of Parcels 1 and 2 hereby wish to subject Parcels 1 and 2 to various covenants, limitations, obligations, restrictions and conditions herein set forth in furtherance of a mutually beneficial plan for enhancing and protecting the value of Parcels 1 and 2 and Easement Area.

All of the limitations, obligations, restrictions, covenants and conditions shall run with the land and shall be binding upon the parties and their successors and assigns forever.

B. No owners, now or in the future, or their guests and invitees (together "Owner") of Parcel 1 or Parcel 2 shall operate any boat or other watercraft at a speed in excess of Five (5) miles per hour within Easement Area and Parcel 1.

C. No Owner shall erect any permanent structure within Easement Area:

D. i. The Owners of Parcel 1 on behalf of themselves and their successors and assigns forever do hereby covenant that should they, or any Owner of Parcel 1, at any time, come into any right, title or interest in and to Parcel 3, such right, title and interest shall be conveyed immediately to the Owner of Parcel 2 without the necessity of notice from the then Owner of Parcel 2 and their successors and assigns forever. The term "right, title and interest" as used herein shall include but not thereby be limited to fee interests, life estates, estates for years, leaseholds, easements, licenses, mineral, water or other interests.

ii. In the event that the Owners of Parcel 1 fail to so convey, the Owner of Parcel 2 may compel such conveyance by quiet title, mandatory injunction or other proceedings and the Owner of Parcel 2 shall also be entitled to recover damages, if any, and attorneys' fees and costs.

iii. In the event that the Owner of Parcel 2 should become the Owner in fee simple of Parcel 3, then the provisions of this Paragraph 2.D. shall be void and of no further force or effect. In such event, Parcel 3 shall be deemed to be a portion of Parcel 2, shall also be a benefitted parcel for purposes of the easement the subject of Paragraph 1 and shall be subject to the provisions of Paragraphs 2 and 3.

E. The Owners of Parcel 1 shall not grant to third parties access or other usage rights of whatever kind or nature across, over or under Parcel 1 to Parcel 3.

3. General Provisions

A. The limitations, restrictions, conditions, covenants and obligations set forth in Paragraph 2 are and shall be covenants running with the land or equitable servitudes, as the case may be.

B. The failure of any Owner to enforce any of the easements, limitations, restrictions, conditions, covenants or obligations shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by any aggrieved party as a result of such failure.

C. In the event any limitation, condition, restriction, covenant, obligation, provision or easement contained in this document, or any portion thereof, is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions shall, nevertheless, be and remain in full force and effect.

D. The prevailing party in any action in law or equity instituted by an aggrieved Owner, to enforce or interpret any easement, limitations, restrictions, conditions, covenants or obligations contained herein shall be entitled to all costs incurred in connection therewith including but not limited to reasonable attorney's fees.

E. The division, parcelization, adjustment of boundary, subdivision or reconfiguration of Parcels 1 or 2 shall not affect the obligation of Owners and each Owner of such divided, parcelized, adjusted, subdivided or reconfigured parcel shall be bound hereby.

F. This document may be amended only by written instrument (or counterparts thereof) (i) signed and acknowledged by the Owners of Parcels 1 and 2; and (ii) filed for record in the Office of the Recorder of Douglas County, Nevada. Each such amendment shall become effective upon such recording.


HILTON B. ATHERTON, JR.


SUEMI ATHERTON

THE DASKAROLIS FAMILY TRUST DATED JULY 25, 1991

By: _____
VEATRIKI DASKAROLIS, Trustee

By: _____
DEAN DASKAROLIS, Trustee

THE PRIM 1988 REVOCABLE TRUST UNDER TRUST DATED JUNE 15, 1988


By: _____
WAYNE L. PRIM, Trustee

B. The failure of any Owner to enforce any of the easements, limitations, restrictions, conditions, covenants or obligations shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by any aggrieved party as a result of such failure.

C. In the event any limitation, condition, restriction, covenant, obligation, provision or easement contained in this document, or any portion thereof, is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions shall, nevertheless, be and remain in full force and effect.

D. The prevailing party in any action in law or equity instituted by an aggrieved Owner, to enforce or interpret any easement, limitations, restrictions, conditions, covenants or obligations contained herein shall be entitled to all costs incurred in connection therewith including but not limited to reasonable attorney's fees.

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HILTON B. ATHERTON, JR.


SUEMI ATHERTON

THE DASKAROLIS FAMILY TRUST DATED JULY 25, 1991

By: 
VEATRIKI DASKAROLIS, Trustee

By: 
DEAN DASKAROLIS, Trustee

THE PRIM 1988 REVOCABLE TRUST UNDER TRUST DATED JUNE 15, 1988

By: _____
WAYNE L. PRIM, Trustee

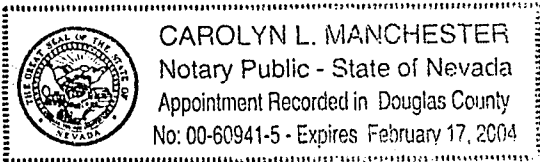
ACKNOWLEDGMENT

STATE OF Nevada)

COUNTY OF Douglas)^{SS}

On May 8, 2002, before me, a Notary Public in and for said State, personally appeared HILTON B. ATHERTON, JR., who proved to me on the basis of satisfactory evidence to be the person, whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Carolyn L. Manchester
NOTARY PUBLIC for said County
and State

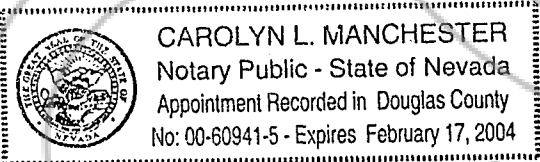
ACKNOWLEDGMENT

STATE OF Nevada)

COUNTY OF Douglas)^{SS}

On May 8, 2002, before me, a Notary Public in and for said State, personally appeared SUEMI ATHERTON, who proved to me on the basis of satisfactory evidence to be the person, whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



Carolyn L. Manchester
NOTARY PUBLIC for said County
and State

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF _____)

On _____, 2002, before me, a Notary Public in and for said State, personally appeared DEAN DASKAROLIS, who proved to me on the basis of satisfactory evidence to be the person, who executed the within instrument as Trustee for the Daskarolis Family Trust Dated July 25, 1991, and acknowledged that said Trust executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC for said County
and State

see attached Acknowledgment

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF _____)

On _____, 2002, before me, a Notary Public in and for said State, personally appeared VEATRIKIDASKAROLIS, who proved to me on the basis of satisfactory evidence to be the person, who executed the within instrument as Trustee for the Daskarolis Family Trust Dated July 25, 1991, and acknowledged that said Trust executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC for said County
and State

see attached Acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

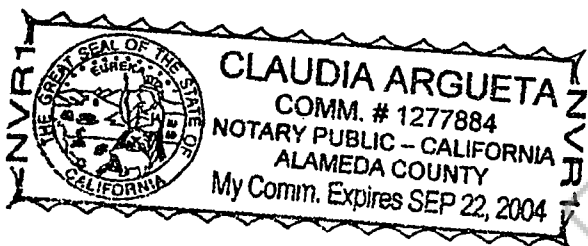
County of Alameda } ss.

On July 1st, 2002 before me, Claudia Argueta
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Dean Daskarolis
Name(s) of Signer(s)

- personally known to me
- proved 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 the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Claudia Argueta
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement Declaration of Covenants
Conditions, Restrictions, Obligations, and
Document Date: 07-1-02 Number of Pages: 5

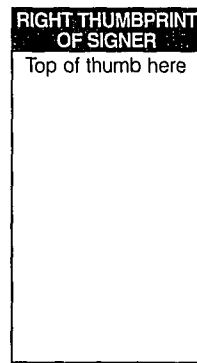
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

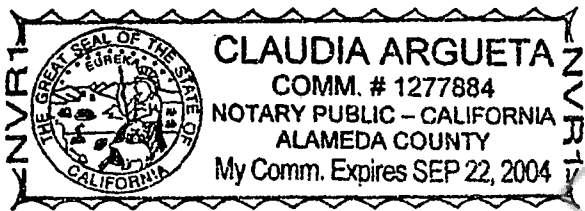
County of Alameda } ss.

On July 1st, 2002 before me, Claudia Arqueta,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Neaterki Daskarolis,
Name(s) of Signer(s)

personally known to me
 proved 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 the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Claudia Arqueta
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement Declaration of Covenants Condition, Restrictions, obligations & Limitations
Document Date: 7-1-02 Number of Pages: 5

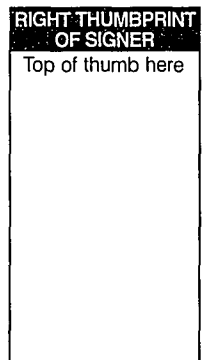
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 568-5658

KLEER CENTER - KINGSBURY GRADE

P.O. BOX 5067 - STATELINE, NEVADA 89449

ACAD FILE 01284\EXP\0811-2002

DATE APRIL 2002 JOB No. 01286
PROJECT EASEMENT EXHIBIT
BY GSP PAGE 1 OF 1

A.P.N. 01-120-01
1796 U.S. HIGHWAY 50
DOUGLAS COUNTY, NEVADA

1" = 60'

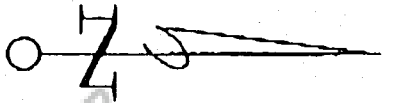


EXHIBIT "A"

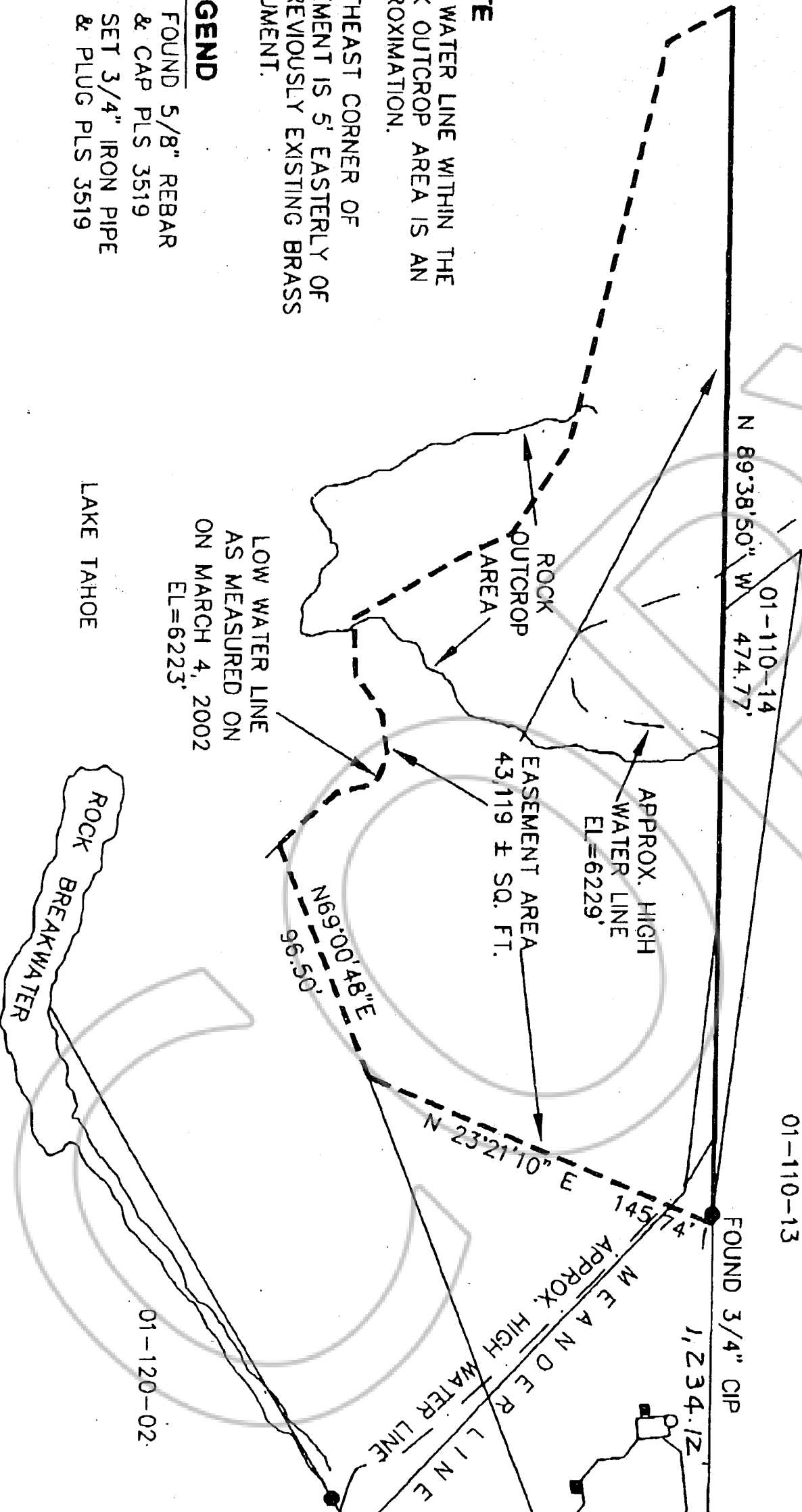
NOTE

LOW WATER LINE WITHIN THE ROCK OUTCROP AREA IS AN APPROXIMATION.

NORTHEAST CORNER OF EASEMENT IS 5' EASTERLY OF PREVIOUSLY EXISTING BRASS MONUMENT.

LEGEND

- FOUND 5/8" REBAR & CAP PLS 3519
- SET 3/4" IRON PIPE & PLUG PLS 3519



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April 25, 2002
01286

DESCRIPTION
Beach Easement

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

All that portion of the South ½ of lot 3, Section 15, Township 14 North, Range 18 East, M.D.M., more particularly described as follows:

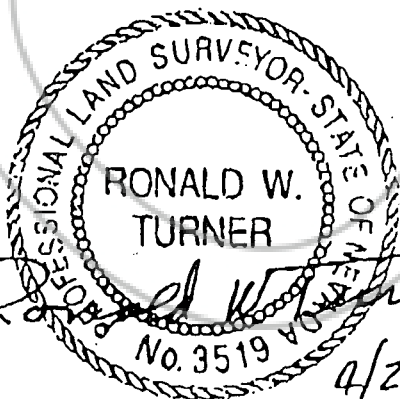
Beginning at a point on the North line of Lot F as shown on that certain Map of Survey filed for record on December 6, 1955, Document No. 11104, which bears North 89° 38' 50" West 1,234.12 feet from the Northeast corner of said Lot F;
thence South 23° 21' 10" West 145.74 feet;
thence South 69° 00' 48" West 96.50 feet, more or less, to a point on the Low Water Line of Lake Tahoe at an elevation of 6223.0, Lake Tahoe Datum;
thence along said Low Water in a Northwesterly direction 414.0 feet, more or less;
thence South 89° 38' 50" East 469.77 feet to witness point No. 2 as shown on said Map of Survey;
thence South 89° 38' 50" East 5.00 feet to the Point of Beginning.

Containing 1.0 acres, more or less.

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

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



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BK 0802 PG 04487

EXHIBIT "B"
TO GRANT OF EASEMENT;
DECLARATION OF COVENANT, CONDITIONS,
RESTRICTIONS, OBLIGATIONS & LIMITATIONS

That certain property located in the County of Douglas, State of Nevada, described as follows:

A parcel of land situated in and being a portion of Section 15, Township 14 North, Range 18 East, M.D.B.&M., more particularly described as follows:

PARCEL 1, as set forth on that certain Parcel Map for WHISPERING PINES OF GLENBROOK, filed for record in the office of the County Recorder of Douglas County, Nevada, on December 15, 1980, as Document No., 51677.

Amendment to Parcel Map recorded December 30, 1986 in Book 1286, Page 3763 as Document No. 147583.

APN 0000-01-110-130

EXHIBIT "B"

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LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that certain lot, piece or parcel of land situate, lying and being in Douglas County, Nevada, and being a portion of the South half (1/2) of Section 15, Township 14 North, Range 18 East, M.D.B.&M., more particularly described as follows:

LOT F, PARCEL 1

BEGINNING at a point in the Westerly right of way line of the Nevada State Highway U.S. Route 50, from which the Section corner common to Sections 14, 15, 22, and 23, Township 14 North, Range 18 East, M.D.B.&M., bears South $39^{\circ}59'10.9''$ East a distance of 2,451.746 feet, and running thence North $89^{\circ}38'49.7''$ West a distance of 1,075.759 feet; thence South $60^{\circ}00'00''$ West a distance of 72.091 feet, to an intersection with the government meander line of Lake Tahoe, as adjusted by survey; (From this point the Section corner common to Sections 14, 15, 22 and 23, Township 14 North, Range 18 East, M.D.B.&M., bears South $55^{\circ}43'46''$ East a distance of 3,283.781 feet); thence North $46^{\circ}47'40.8''$ West along said meander line a distance of 184.332 feet to the adjusted position of meander point No. 4; thence North $83^{\circ}49'44.4''$ West along said meander line, a distance of 109.137 feet to its intersection with the Northerly boundary of the said South half of Lot 3; thence South $89^{\circ}38'49.7''$ East along the Northerly boundary of the said South half of Lot 3 a distance of 1,355.803 feet to a point in the Westerly right of way line of the Nevada State Highway, U.S. Route 50; thence South $22^{\circ}42'19''$ East along said highway right of way line a distance of 94.962 feet; thence South $69^{\circ}58'51.4''$ West along said highway right of way line a distance of 14.974 feet; thence from a tangent whose bearing is South $19^{\circ}57'51.1''$ East curving to the right along said highway right of way line with a radius of 1,295.00 feet, through a central angle of $0^{\circ}20'57.6''$ for an arc length of 7.896 feet, to the point of beginning.

APN 01-120-010

EXHIBIT "C"

Per NRS 111.312 this legal description was previously recorded at Book 294, Page 107 Doc# 329087 on 2-1-94.

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EXHIBIT "D"
TO GRANT OF EASEMENT;
DECLARATION OF COVENANT, CONDITIONS,
RESTRICTIONS, OBLIGATIONS & LIMITATIONS

That certain property located in the County of Douglas, State of Nevada, described as Assessor's Parcel Number 0000-01-110-140.

EXHIBIT "D"

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 AUG 15 PM 3: 38

LINDA SLATER
RECORDER

\$30⁰⁰ PAID *K2* DEPUTY

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BK0802PG04490