

APN 1418-15-702-077
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EPISCOPAL DIOCESE OF NEVADA
6135 Harrison Drive, Suite 1
Las Vegas, NV 89120-4076

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 9 Fee: 22.00
BK-0705 PG-13995 RPTT: 0.00



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 29th day of June, 2005, by and between PHYLLIS K. FRIEDMAN AS TRUSTEE OF THE PHYLLIS K. FRIEDMAN 1988 REVOCABLE TRUST (hereinafter "Grantor"), as owner of a certain parcel of real property situate in the county of Douglas, state of Nevada, commonly known as Assessor's Parcel Number ("APN") 1418-15-702-007 and more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Property"), and the (hereinafter "Grantee"), the owner of certain real property located in Douglas County, Nevada, commonly known as "Camp Galilee."

WITNESSETH:

WHEREAS, Grantee desires to obtain an easement from Grantor for the sole purpose of allowing Grantee, its agents, employees, invitees and guests (including the campers from Camp Galilee) (collectively, the "Grantee Parties") to cross the Property in order to access an area known as Shakespeare Rock, which is not located on the Property; and

WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive ingress and egress easement over the Property for the sole purpose of allowing Grantee and the Grantee Parties to access Shakespeare Rock.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), above recitals and the mutual covenants and terms and conditions herein contained, the parties do agree as follows:

1. Grant of Easement. Grantor, as owner of the Property, hereby grants to Grantee a non-exclusive, terminable easement for the sole purpose of pedestrian hiking access to the area known as Shakespeare Rock (the "Easement") utilizing the existing roadway located on the Property running from Highway 50 to a parcel of real property described as APN 1418-15-702-001, which is more particularly described in a document entitled Grant of Ingress/Egress, Snow Storage and Utility Easement and Use and Maintenance Agreement dated April 28, 2000 and recorded in the Official Records of Douglas County as Document #0491097, Book 0500, Page 0340 and depicted in Exhibits "B" and "B 1," attached hereto and made a part hereof (the "Easement Area"); provided, however, that the Easement is subject to (a) any rights of the

United States Postal Service, as the current tenant of a portion of the Property (the "Postal Service"), and (b) the restrictions and conditions contained herein related to the use of the Easement Area.

2. Notice. Grantee agrees to provide written notice to Grantor of the proposed use of the Easement Area at least two (2) weeks prior to the actual date of such use.

3. Restraints on Use.

(a) Grantee agrees to use its best efforts to ensure that Grantee and the Grantee Parties stay within the Easement Area at all times while on the Property.

(b) Grantee agrees that Grantee and the Grantee Parties shall not smoke nor utilize open flame of any type on the Property.

(c) Grantee shall comply with all applicable laws, and shall use its best efforts to ensure that the Grantee Parties comply with all applicable laws, in connection with the use of the Easement Area.

(d) Grantee and Grantee Parties shall not obstruct access to the Property nor interfere with the use and enjoyment of Property by the Postal Service or Grantor and its agents, employees, invitees and guests.

4. Condition of Easement Area. Grantee accepts the Easement Area in its existing "as-is" condition, and acknowledges that Grantor has not made, and is not making, any representations, warranties or covenants as to the condition of the Easement Area or its suitability for any of the uses permitted hereunder. Grantor shall have no obligation to maintain the Easement Area, and Grantee's use of the Easement Area shall be at Grantee's sole risk and expense.

5. Annual Fee. Grantee agrees to pay Grantor an annual fee of One Hundred and 00/100 Dollars (\$100.00) on or before May 1 of each year in connection with Grantee's use of the Easement Area.

6. Indemnity and Insurance.

(a) Grantee agrees to protect, defend by counsel approved by Grantor, indemnify and hold Grantor harmless from and against all costs, actions, suits, orders, expenses, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (including, without limitation, the payment of damages, both actual and consequential, and the payment of the actual fees and expenses of experts and attorneys), arising out of or in connection with the activities of Grantee and the Grantee Parties on or about the Easement Area or the Property (collectively, "Claims"), provided, however, that Grantee's obligations under this Section shall be inapplicable to the extent such Claims are caused by the active negligence or the willful misconduct of Grantor.

(b) Grantee shall maintain at all times public liability and property damage insurance in amounts and in a form and substance reasonably approved by Grantor. Such

insurance shall name Grantor as an additional insured, and, with respect to liability imposed on Grantor as a result of the activities of Grantee, its agents, employees or contractors on or about the Easement Area, Grantee's policies shall be primary to any other insurance available to Grantor. Grantee shall provide Grantor with evidence of such insurance coverage before Grantee enters the Easement Area.

7. Termination. The parties agree that Grantor has the right to terminate this Agreement upon serving written notice of such on Grantee on or before April 15 of each calendar year. Absent receipt of such notice on or before said date, Grantee shall have the right to utilize the Easement Area for the remainder of the calendar year. This Agreement may also be terminated by Grantor upon written notice to Grantee after any default by Grantee of the terms and conditions of this Agreement.

8. Entire Agreement. This Agreement, including all the exhibits and schedules incorporated herein by reference, sets forth all (and is intended by the parties to be an integration of all) of the representations, promises, agreements, and understandings among the parties hereto with respect to the rights, privileges and obligations of the parties. There are no representations, promises, agreements, or understandings, oral or written, express or implied, among the parties other than as set forth or incorporated herein.

9. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. Attorneys' Fees. Each party shall bear their own attorneys fees incurred in the drafting and negotiation of this Agreement. If either party brings any action or proceeding to interpret or enforce this Agreement or for damages for any alleged breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11. Choice of Law. This Agreement and all the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the state of Nevada.

12. Covenants to Run With Land. It is understood and agreed by the parties hereto that the covenants, conditions and restrictions in this Agreement shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, including successor owners of subdivided or parceled portions of the Property and shall inure to the benefit of each owner thereafter.

13. No Dedication. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns. This Agreement is not intended to create any public rights of access.

14. Miscellaneous. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid, enforceable and in full force and effect.

15. Recordation. The parties hereto covenant and agree that this Agreement shall be recorded in the office of the Douglas County Recorder.

16. Notices. Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally, sent by United States mail, certified, postage prepaid, or by a reputable overnight courier service addressed at the addresses set forth below or at such address as either party may advise the other from time to time or in the absence of such designation to the person and address shown on the then current real property tax rolls of Douglas County, Nevada.

GRANTEE: EPISCOPAL DIOCESE OF NEVADA
6135 Harrison Drive, Suite 1
Las Vegas, NV 89120-4076

GRANTOR: Phyllis Friedman, Trustee
119 Reservoir Road
Hillsborough, CA 94010

With a copy to: Coblenz, Patch, Duffy & Bass
One Ferry Building, Suite 200
San Francisco, CA 94111
Attn: Matthew Bove

For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified in this Section, as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified in this Section, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of the notice of refusal or notice of non-delivery by the sending party.

[SIGNATURES FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

GRANTOR:

GRANTEE:

Phyllis K. Friedman

PHYLLIS K. FRIEDMAN, AS TRUSTEE OF
THE PHYLLIS K. FRIEDMAN 1988
REVOCABLE TRUST

EPISCOPAL DIOCESE OF NEVADA

By:

Thomas A. Shari
BISHOP of NEVADA

By:

John M. Beasley
President Standing Committee

STATE OF CA)
COUNTY OF San Mateo) ss.

On 06/29/, 2005, before me, the undersigned, personally appeared and Phyllis K. Friedman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (Seal)
Signature



STATE OF Nevada)
COUNTY OF Washoe) ss.

On July 12, 2005, before me, the undersigned, personally appeared and KATHERINE JEFFERS-SCHOTT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

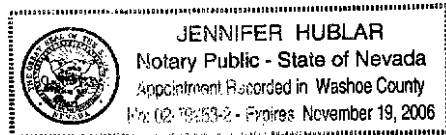
WITNESS my hand and official seal.

[Signature] (Seal)
Signature



State of Nevada
County of NEVADA

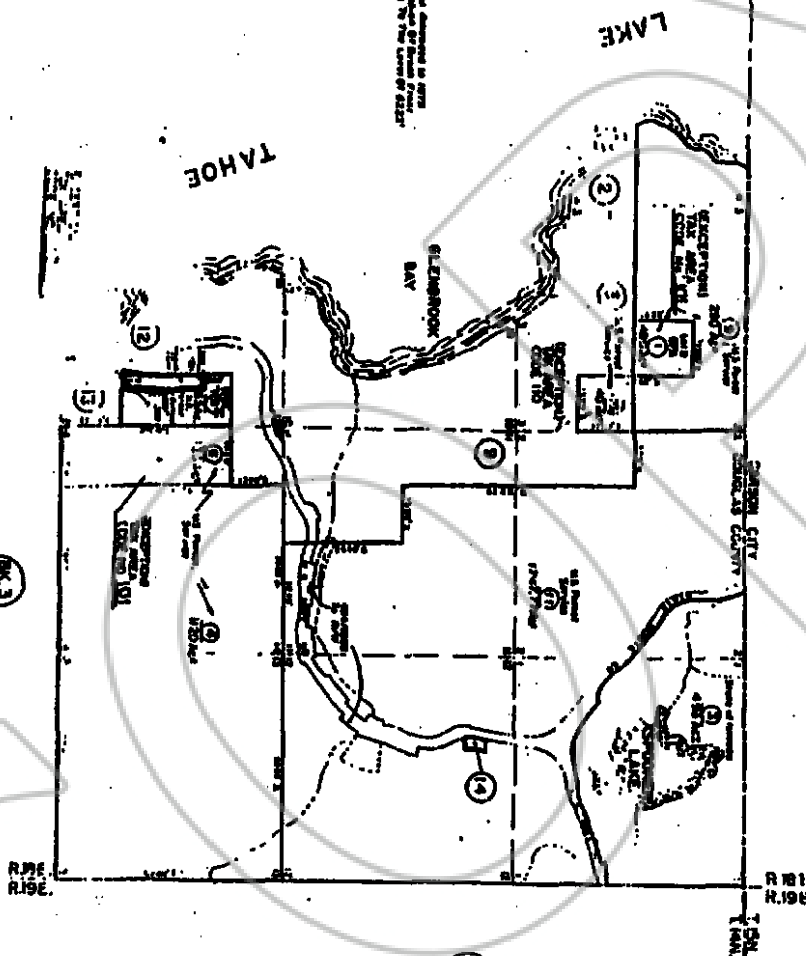
This instrument was acknowledged before me on 7.26.05
by JILL M. BEESLEY
[Signature]
(Signature of notarial officer)



DOUGLAS COUNTY

TAHOE
SLEASNOOK BAY
LAKE

ALL RIGHTS RESERVED BY THE
COUNTY OF DOUGLAS
FOR THE YEAR 2005



PLAT 3557 - 115

Assessor's Map - Bl. 1, Pt. 1
County of Douglas, Nevada

R. 101
R. 102

R. 101
R. 102

(Bl. 1)
Pt. 1

0491097

BK0500PG0347

EXHIBIT A

Conn Davis,
surveyor

CLD SURVEYING
POB 7316
Incline Village, Nevada 89452

702-831-7539

fax 702-831-3805

FIFTEEN FOOT WIDE ACCESS EASEMENT

A fifteen foot wide strip of land located in the W1/2 W1/2 NE1/4 SE1/4, Section 15, T.14N., R.18E., M.D.B.&M., Douglas County, Nevada, bounded on the north by the northerly side of the W1/2 W1/2 NE1/4 SE1/4 of said section 15, and bounded on the south west by the easterly ROW of HWY 50, where the center line of the strip is described as follows:

Commencing at the East 1/16 corner on the east west center line of Section 15, T.14N., R.18E., M.D.B.&M., thence S 88°40'16" E for a distance of 7.50' feet to a point being the true point of beginning of the center line being described;

thence S 00°12'56" e for a distance of 18.83' feet to a point,

thence S 17°45'23" E for a distance of 72.07' feet to a point,

thence S 41°28'29" E for a distance of 69.77' feet to a point,

thence S 30°58'29" E for a distance of 128.55' feet to a point,

thence S 19°14'57" W for a distance of 143.47' feet to a point,

thence S26°57'13" W for a distance of 58.97' feet to a point,

thence S02°55'13" E for a distance of 72.04' feet to a point,

thence S 31°38'20" E for a distance of 125.03' feet to a point,

thence S 12°58'00" E for a distance of 184.48' feet to a point,

Thence S 24°36'29" W for a distance of 191.73' feet to a point,

Thence S 34° 48' 53" W for a distance of 87.41' feet to a point,

thence S 58°10'21" W for a distance of 46.75' feet to a point being the end point of the center line being described also being a point on the easterly ROW of HWY 50, where said end point bears N 07°30'37" W along the easterly line of the HWY 50 ROW a distance of 67.01' feet from a HWY ROW monument.



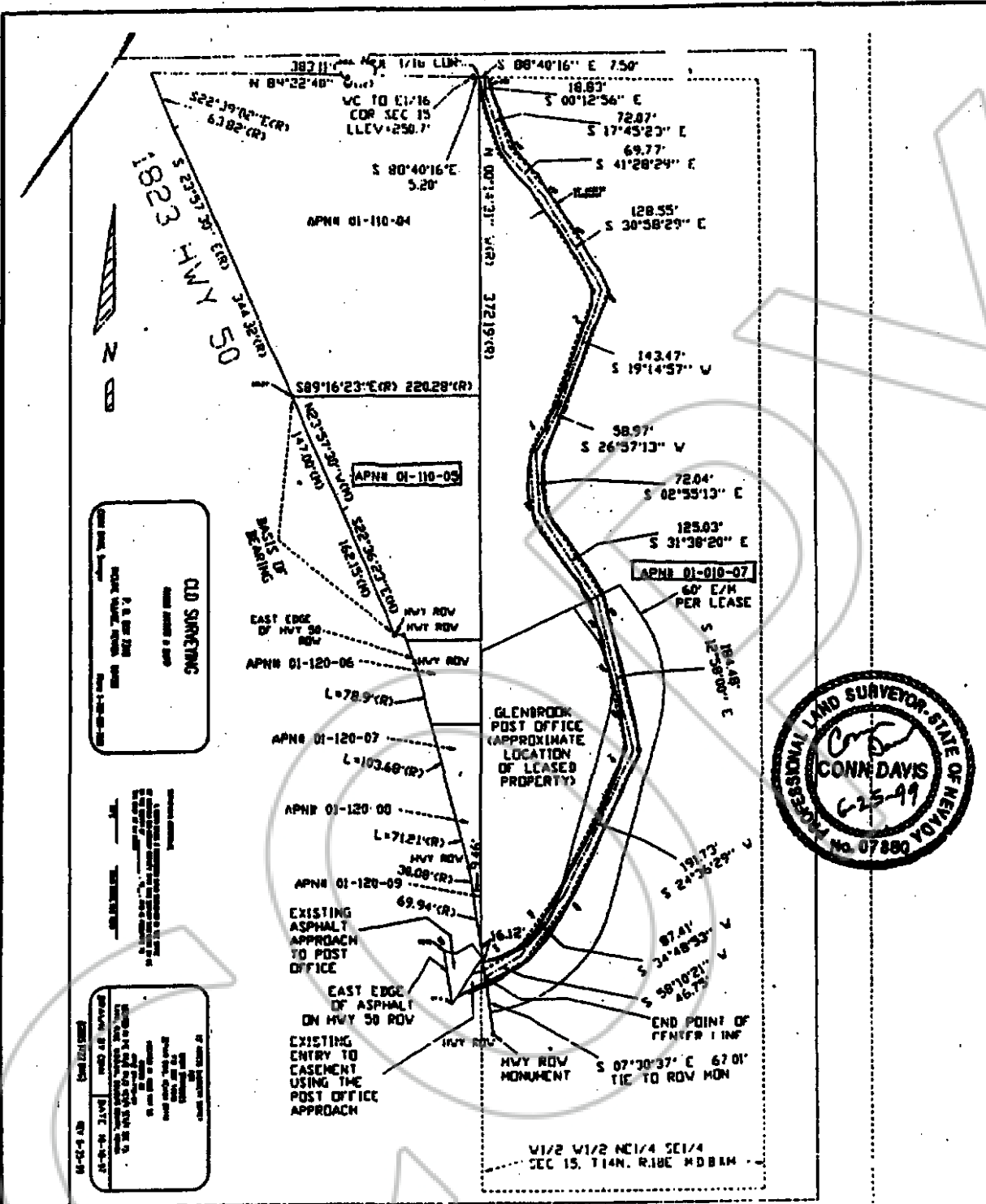
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EXHIBIT B

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PG- 14002
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DOUGLAS COUNTY



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EXHIBIT B-1