

APN 1418-34-210-031
1418-34-210-007

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 9 Fee: 22.00
BK-0805 PG- 2242 RPTT: 0.00

RECORDING REQUESTED BY:
Carl Strickland



AFTER RECORDING, MAIL TO:
Jeff Rahbeck
P.O. Box 435
Zephyr Cove, NV 89448

AGREEMENT FOR USE OF WALKWAY

THIS AGREEMENT is made as of the 2nd day of AUGUST, 2005, by and between CARL STRICKLAND, a single man, as First Party, and ROBERT CHESTER and ANNETTA CHESTER, co-Trustees of the CHESTER FAMILY TRUST dated December 9, 1997, as Second Party.

Recitals

A. First Party is the owner of the real property located in Douglas County, Nevada, more particularly described as follows:

Lot 8 as shown on revised plat of Lakeridge Estates No. 1 filed for record on February 23, 1959, as Document No. 14083 of Official Records as Douglas County, Nevada.

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Such real property is referenced to herein as "Lot 8". The term "First Party" means Carl Strickland, a single man, and his successors and assigns in Lot 8.

B. Second Party is the owner of the real property located in Douglas County, Nevada, more particularly described as follows:

Lot 7 as shown on revised plat of Lakeridge Estates No. 1 filed for record on February 23, 1959, as Document No. 14083 of Official Records as Douglas County, Nevada.

APN: 1418-34-210-007

Such real property is referred to herein as "Lot 7". The term "Second Party" means Robert Chester and Annetta Chester, co-Trustees of the Chester Family Trust dated December 9, 1997, and their successors and assigns in Lot 7.

C. A walkway for accessing Lake Tahoe by First Party encroaches on the portion of Lot 7 described and depicted in Exhibits A and B attached hereto (the "Encroachment Premises").

D. First Party desires the continued right to use the Encroachment Premises upon the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged by the parties, First Party and Second Party agree as follows:

1. **Grant of License.** Second Party grants to First Party a license (the "License") for First Party and its guests and invitees to use, access, maintain, and repair the existing walkway for accessing Lake Tahoe in its present location on the Encroachment Premises, together with reasonable access on Lot 7 adjoining the Encroachment Premises and necessary to carrying out such maintenance and repair of the walkway improvements. No further encroachments may be placed on the Encroachment Premises or on Lot 7, nor shall the present walkway improvements thereon be expanded without the express written consent of Second Party.

2. **Term of License.** The term of the License shall commence upon the date of this Agreement and shall expire on the first to occur of (a) three (3) years after issuance of a Tahoe Regional Planning Agency ("TRPA") permit to First Party allowing the construction of comparable alternate pedestrian access to Lake Tahoe entirely upon Lot 8 ("Alternative Access"), (b) completion of construction of the Alternative Access, or (c) the spring into existence of the Easement described in Section 4.

3. **Permit for Alternative Access.**

(a) First Party agrees to take all reasonable steps to apply for, on a one time only basis (to include reasonable modifications of application as may be required by TRPA) and in a timely manner, and to diligently pursue all reasonable administrative procedures of TRPA, to seek to obtain from TRPA a permit (the "TRPA Permit") allowing the Alternative Access; provided, however, First Party shall not be required to pursue any judicial proceedings in pursuit of the TRPA Permit.

(b) Second Party agrees to allow First Party to use all TRPA impervious coverage presently existing on the Encroachment Premises to be utilized on Lot 8 for construction of the Alternative Access. Simultaneously with completion of construction of the Alternative Access, First Party agrees to remove all walkway improvements and appurtenances existing on the Encroachment Premises and restore the same as required by TRPA.

4. **Springing Easement.**

4.1 **The Easement.** Upon the conditions set forth in Sections 4.2 and 4.3, Second Party grants to First Party an exclusive, permanent easement (the "Easement") for First Party and its guests and invitees to use, access, maintain, and repair the existing walkway for accessing Lake Tahoe in its present location on the Encroachment Premises, together with reasonable access to Lot 7 adjoining the Encroachment Premises and necessary to carry out such maintenance and repair of the walkway improvements. No further encroachments may be placed on the Encroachment Premises, nor shall the present walkway improvements thereon be expanded without the express written consent of Second Party, except that First Party agrees to modify the existing handrails on the existing walkway to a nonreflective material as soon as practicable after the Easement springs into existence. The Easement shall be appurtenant to Lot 8 as dominant tenement; and the provisions of Sections 5, 6, 7, 8, 9, and 10 hereof shall apply to the Easement.

4.2 **Condition Precedent to Commencement of Term of the Easement.** The Easement shall spring into existence only upon the occurrence of TRPA Board's denial of First Party's application for a TRPA Permit allowing the Alternative Access as provided in Section 3. A denial of the TRPA Permit caused by First Party's failure to comply in a timely manner with any reasonable TRPA requirement in pursuing the application for the TRPA Permit will not trigger the springing of the Easement into existence; provided, however, First Party shall not be obligated to accept unreasonable conditions of approval imposed by TRPA. Simultaneously with the Easement springing into existence, the License shall terminate.

4.3 **Conditional Termination of the Easement.** If, at some time after the Easement springs into existence, First Party obtains from TRPA (or some successor-regulatory body having jurisdiction over such matters) a permit to construct the Alternative Access, then the provisions of Section 3(b) shall apply. Upon completion of construction of the Alternative Access, the Easement shall terminate; and the parties shall record a document executed by First Party and Second Party terminating the Easement of record.



5. **Maintenance.** First Party shall maintain and repair the walkway improvements on the Encroachment Premises in good condition. All costs of such maintenance and repair shall be paid by First Party.

6. **Indemnity.** First Party shall indemnify and hold Second Party harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs, and expenses (including attorney's fees) suffered or incurred by Second Party, including but not limited to First Party's guests and invitees, and whether arising directly or indirectly or otherwise as a result of any personal injury or death or property damage occurring on or about the Encroachment Premises or arising in any way in connection with the walkway improvements.

7. **Binding Effect.** The License and Easement provided herein are binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns in Lot 8 or Lot 7, and their respective guests and invitees, but not to the public. First Party agrees to take reasonable measures to prevent the general public from using the Encroachment Premises.

8. **Recordation.** Either party may cause this Agreement to be recorded.


9. **Attorney's Fees.** Either party may enforce this Agreement by appropriate action. The party prevailing in such action shall recover its costs and reasonable attorney's fees.

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10. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein created. Any oral representations or modifications concerning this instrument shall be of no force and effect. This Agreement may be modified only by a subsequent modification in writing signed by the party to be charged.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

First Party:


Carl Strickland

Second Party:


Robert Chester, as co-Trustee
of the Chester Family Trust,
dated December 9, 1997

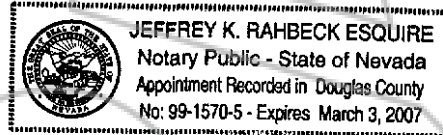

Annetta Chester, as co-Trustee
of the Chester Family Trust,
dated December 9, 1997

STATE OF NEVADA)
)
COUNTY OF Douglas) SS.

This instrument was acknowledged before me on August 2, 2005 by Carl Strickland.

Jeffrey K. Rahbeck
Notary Public

My Commission expires: March 3, 2007

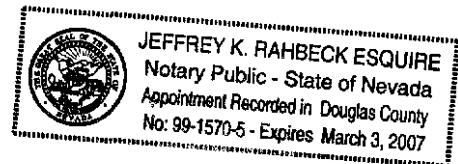


STATE OF)
)
COUNTY OF) SS.

On August 2, 2005 before me Jeffrey K. Rahbeck, a notary public, personally appeared Robert Chester, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that s/he/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/ties upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jeffrey K. Rahbeck (Seal)
Notary Public

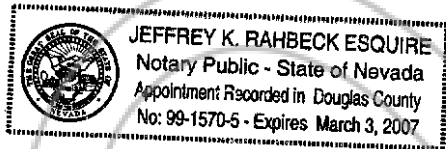


STATE OF Nevada)
)
COUNTY OF Douglas) ss.

On August 2, 2005 before me Jeffrey K. Rahbeck a notary public, personally appeared Annetta Chester, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that s/he/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/ties upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jeffrey K. Rahbeck (Seal)
Notary Public



July 19, 2005
05050

DESCRIPTION
License for Walkway
Chester to Strickland

KEY
DOCUMENT

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

All that portion of A.P.N. 1418:34:210:007, more particularly described follows:

Beginning at a point which bears South 69°09'30" West 115.71 feet from the
most Easterly corner of Lot 8 as shown on the Revised Plat of Lakeridge Estates
no. 1, filed for record on February 23, 1959, as Document no. 14083, Douglas
County Official Records;

thence South 43°02'11" West 7.77 feet;
thence South 76°30'47" West 16.50 feet;
thence South 47°01'48" West 5.07 feet;
thence South 68°30'58" West 16.84 feet;
thence North 61°07'22" West 4.46 feet;
thence North 69°09'30" East 47.77 feet to the Point of Beginning.

The Basis of Bearing is the above referenced revised Plat of Lakeridge Estates
no. 1, Document no. 14083, Douglas County Official Records.

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

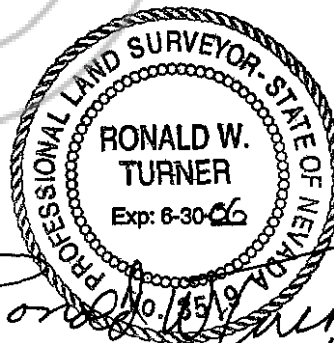


EXHIBIT A





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 05050

DATE JULY 12, 2005 JOB No. 05050

PROJECT EXHIBIT FOR DESCRIPTION

BY CR PAGE 1 OF 1

LOT 8, LAKERIDGE ESTATES NO. 1
APN 03-180-08

PINE POINT DRIVE

LOT 8
STRICKLAND

LOT 7
CHESTER

N.T.S

WALKWAYS

EXHIBIT B

