

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

RECORDING REQUESTED BY:
Carl Strickland

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 8 Fee: 21.00
BK-0805 PG- 2251 RPTT: 0.00



AFTER RECORDING MAIL TO:

Jeff Rahbeck
PO Box 435
Zephyr Cove, NV 89448

**EASEMENT FOR STAND-BY POWER ENCLOSURE
AND RETAINING WALL**

THIS AGREEMENT is made and entered into this 2nd day of August, 2005, by and between the undersigned parties.

WHEREAS, CARL STRICKLAND, a single man (the "First Party"), is the owner of real estate legally 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.

APN: 1418-34-210-031

WHEREAS, ROBERT CHESTER and ANNETTA CHESTER, co-Trustees of the CHESTER FAMILY TRUST dated December 9, 1997, are the owner of real estate legally 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

WHEREAS, a stand-by power enclosure and retaining wall encroach onto the Property of the First Party ("Encroachment Premises"); and

WHEREAS, said encroachments are shown/depicted on Exhibits "A" and "B" attached hereto; and

WHEREAS, First Party wishes to grant to Second Party the continued right to use said encroachments, subject to the conditions hereinafter stated;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. First Party grants to Second Party a permanent and perpetual easement to access, maintain, repair and replace the stand-by power enclosure and retaining wall at their present location as shown or depicted on Exhibits "A" and "B" attached hereto. No further encroachments may be placed onto the Property of the First Party, nor shall the above-referenced encroachments be expanded without the express written consent of the First Party. The easement shall be appurtenant to Lot 7 as dominant tenement.

2. Second Party shall maintain and repair said encroachments as identified in Paragraph One above. The cost of maintaining or repairing said encroachments shall be borne solely by Second Party.

3. In the event Second Party desires to remove any or all of said encroachments, the easement shall terminate as to that portion (or all) of the encroachments so removed; provided, however, that such termination shall not be effective until the parties have executed and recorded a recordable amendment to (or termination of) this easement.

4. Second Party hereby indemnifies and holds First Party harmless from and against any and all claims, demands, lawsuits, settlements, damages, costs and expenses (including attorney's fees) suffered or incurred by First Party, including but not limited to, Second Party's guests and invitees, and whether arising directly or indirectly 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 said Encroachment Premises.

5. The easement provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, occupants and invitees.

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6. Either party may enforce this Agreement by appropriate action. The party prevailing in such action shall recover its costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement the day and year hereinafter written.


FIRST PARTY:




CARL STRICKLAND

SECOND PARTY:

ROBERT CHESTER AND ANNETTA
CHESTER, CO-TRUSTEES OF THE
CHESTER FAMILY TRUST, DATED
DECEMBER 9, 1997



By: Robert Chester, Co-Trustee



By: Annetta Chester, Co-Trustee

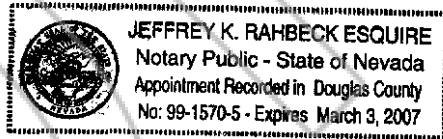
ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Douglas) ss.

On the 2nd day of August, 2005, personally appeared before me, a Notary Public, in and for said County and State, CARL STRICKLAND, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

Jeffrey K. Rahbeck
NOTARY PUBLIC



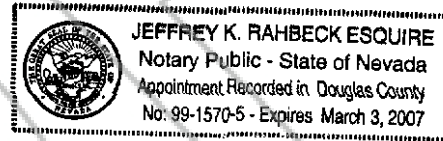
ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Douglas) ss.

On the 2nd day of August, 2005, personally appeared before me, a Notary Public, in and for said County and State, ROBERT CHESTER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

Jeffrey K. Rahbek
NOTARY PUBLIC



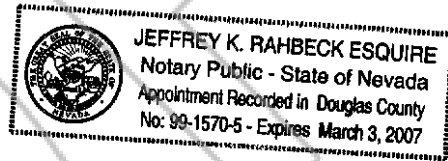
ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Douglas) ss.

On the 2nd day of August, 2005, personally appeared before me, a Notary Public, in and for said County and State, ANNETTA CHESTER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

Jeffrey K. Rahbeck
NOTARY PUBLIC



July 19, 2005
05050

DESCRIPTION
Easement for stand-by power enclosure
Strickland to Chester

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

All that portion 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, more particularly described follows:

Beginning at the most Easterly corner of said Lot 8;
thence South 69°09'30" West 27.63 feet;
thence North 48°02'37" East 17.91 feet;
thence North 60°18'25" West 17.61 feet;
thence North 29°41'35" East 3.33 feet;
thence South 62°15'00" East 29.55 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

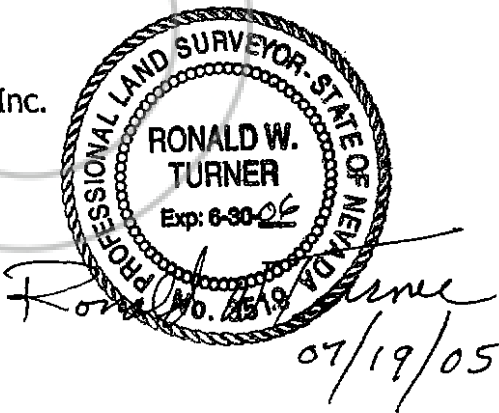


EXHIBIT A



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

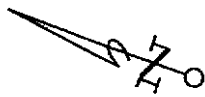
BY CR PAGE 1 OF 1

LOT 8, LAKERIDGE ESTATES NO. 1

APN 03-180-08

P.O.B.

EASEMENT
AREA



N.T.S

PINE POINT DRIVE

N29°41'35"E
3.33'

N 62°15'00" W 29.55'

N60°18'25"W
17.61'

N48°02'37"E
17.91'

N69°09'30"E
27.63'

WOOD ROOF

LOT 8
STRICKLAND

LOT 7
CHESTER

CUL - DE - SAC

EXHIBIT **B**



BK- 0805
PG- 2258