APN 1418-34-210-031 1418-34-210-010

RECORDING REQUESTED BY:

Carl Strickland

DOC # 0651328
08/04/2005 01:29 PM Deputy: BC
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 8 Fee: BK-0805 PG- 2259 RPTT:

21.00



AFTER RECORDED MAIL TO:

Jeff Rahbeck PO Box 435 Zephyr Cove, NV 89448

EASEMENT FOR OUTDOOR BARBECUE AND ACCESS WALKWAY

THIS AGREEMENT is made and entered into this 2 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, BRUCE LINDSTROM, a single person (the "Second Party"), is the owner of real estate legally described as follows:

Lot 9 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: 1418-34-210-010

WHEREAS, a built-in barbecue structure and steps encroach onto the Property of the First Party ("Encroachment Premises"); and

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

WHEREAS, the First Party wishes to grant to Second Party the continued right to maintain 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 barbecue structure and access walkway at their present location as shown or described 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 9 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 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.



BK- 0805 PG- 2260 08/04/2005 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

SECOND PARTY:

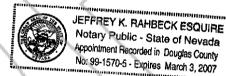
<u>ACKNOWLEDGMENT</u>

STATE OF	Nevada)
COUNTY OF	Dougles) ss.)

On the 2 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.

MOTARY PUBLIC



PG- 2262 08/04/2005

ACKNOWLEDGMENT

STATE OF New da) ss.

On the _______ day of August, 2005, personally appeared before me, a Notary Public, in and for said County and State, BRUCE C. LINDSTROM, 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.

MOTARY PUBLIC



JEFFREY K. RAHBECK ESQUIRE Notary Public - State of Nevada Appointment Recorded in Douglas County No: 99-1570-5 - Expires March 3, 2007

Rehbech

DESCRIPTION Access Walkway Easement Strickland to Lindstrom

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 Northerly corner of said Lot 8; thence South 42°51'27" West 23.79 feet; thence South 87°51'45' West 34.09 feet; thence North 80°39'06" West 6.71 feet; thence North 72°47′00″ East 59.54 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 F

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DESCRIPTION Easement for BBQ Strickland to Lindstrom

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 a point which bears South 72°47'00" West 74.94 feet from the most Northerly corner of said Lot 8;

thence North 72°47'00" East 14.41 feet;

thence South 18°22'49" West 12.30 feet;

thence South 72°47'00" West 4.00 feet;

thence North 35°13'15" West 10.51 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

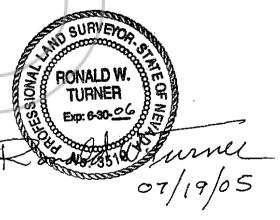
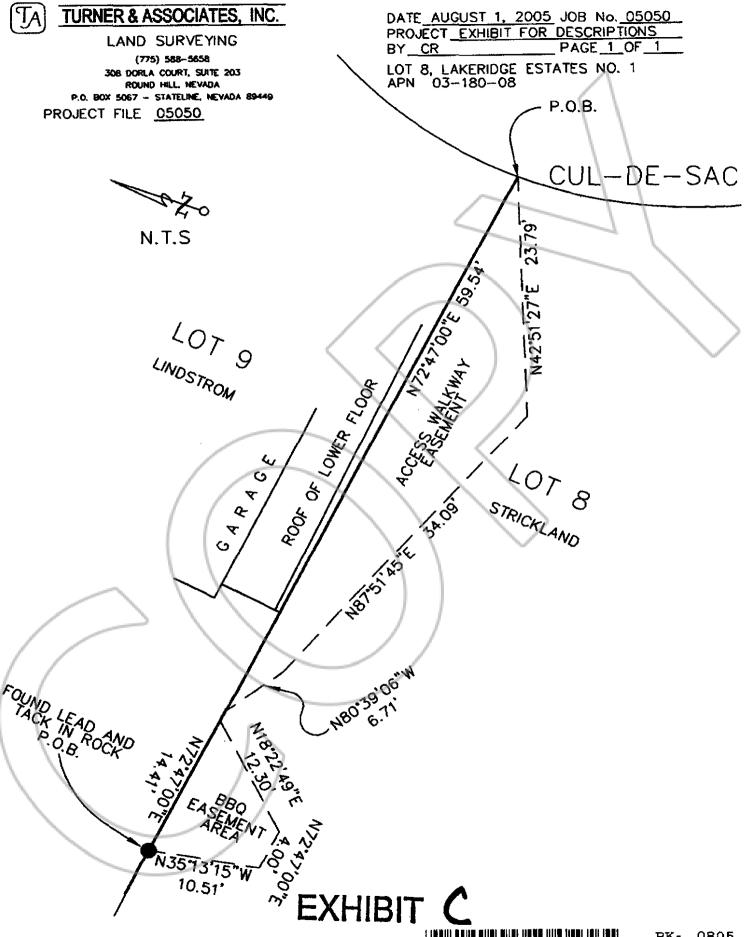


EXHIBIT B

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Fax from : 775 588 9296

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