

OFFICIAL RECORD

Requested By:
STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 22.00
BK-0306 PG- 3847 RPTT: 0.00



APN: 1318-22-002-103

Recording requested by and
when recorded return to:

North Lodge, LLC
c/o Kevin Lane
P.O. Box 456
Zephyr Cove, NV 89448

Above Space Reserved for Recording Information

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made as of the date set forth below by MEADOW BROOKE ASSOCIATES, LP, a Nevada limited partnership ("**Grantor**") in favor of NORTH LODGE, LLC, a Nevada limited liability company ("**North Lodge**").

RECITALS

A. Grantor is the owner of that certain real property located in Douglas County, State of Nevada, and more particularly described in the attached Exhibit A (the "**Servient Tenement**").

B. North Lodge is the owner of that certain real property located in Douglas County, State of Nevada, and more particularly described in the attached Exhibit B (the "**Dominant Tenement**").

C. Grantor intends by this Agreement to create an easement for ingress and egress in, over and across the Servient Tenement for the benefit of North Lodge, its owners, successors, assigns, tenants, licensees, and invitees (collectively, "**Grantees**").

DECLARATION

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor agrees as follows:

1. **Easement.** Grantor hereby dedicates and grants to Grantees a non-exclusive easement in, over, and across the Servient Tenement for ingress to and egress from the Dominant Tenement. The location of said easement is described in Exhibit C and is depicted in Exhibit D

attached hereto and incorporated herein by reference. The easements granted herein are appurtenant to the Dominant Tenement.

2. **Secondary Easements.** The easements granted herein include incidental rights of construction, maintenance, repair and replacement, necessary for the Grantees' use and enjoyment of the easement.

3. **Costs of Improvements and Maintenance of Easements.** North Lodge, and its successors and assigns (collectively, the "**North Lodge Owners**"), shall be and remain solely responsible for the cost of all improvements to the easement and the cost of repairing and maintaining all portions of the easement and all improvements thereto in good and safe condition, including, without limitation, costs associated with construction, snow removal and snow storage. In the event the North Lodge Owners fail to reasonably maintain and repair the easement area in good and safe condition, Grantor and its successors and assigns (collectively, the "**Meadow Brooke Owners**") may give the North Lodge Owners thirty (30) days written notice to cure. If the North Lodge Owners fail to cure following such written notice, then the Meadow Brooke Owners shall have the right, but not the obligation, to take the necessary actions to correct and/or perform the work and the North Lodge Owners shall reimburse the Meadow Brooke Owners for its costs and expenses.

4. **Liability and Indemnification.** The North Lodge Owners hereby waive all right to recourse against the Meadow Brooke Owners, including the right to contribution or indemnification for any and all claims, demands, costs, reasonable expenses, liabilities, and losses arising out of any damage or injury to any person or persons or property of any kind whatsoever and to whomsoever belonging from any cause or causes reasonably related to the Grantees' presence or activities on the easements, except for matters arising out of the sole negligence of the Meadow Brooke Owners, or their agents. The North Lodge Owners agree to indemnify, protect, and defend and hold harmless the Meadow Brooke Owners, and their shareholders, members, directors, officers, employees, agents, successors and assigns, from any and all claims, demands, costs, reasonable expenses, liabilities, and losses arising out of any damage or injury to any person or persons or property of any kind whatsoever and to whomsoever belonging from any cause or causes related to the Grantees' presence or activities on the Easements, except for matters arising out of the sole negligence of the Meadow Brooke Owners, or their agents.

6. **Insurance.** The North Lodge Owners shall maintain comprehensive general liability insurance, including, but not limited to, bodily injury and property damage insurance and

automobile liability insurance, for liability assumed by the North Lodge Owners under this instrument with minimum limits of liability as follows:

Bodily injury and property damage liability:	\$1,000,000 (per person/per occurrence)
Automobile liability: (any auto)	\$500,000 (per person/per occurrence)
Comprehensive general liability	\$1,000,000 (per person/per occurrence)

Such insurance shall be obtained from a company or companies admitted to transact business in the State of Nevada and shall have an endorsement or certificate with such policy or policies specifying that:

- (a) The insurance is primary to any other insurance which may exist providing similar coverages;
- (b) The Meadow Brooke Owners, and their shareholders, members, directors, officers, employees, and agents are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this agreement;
- (c) The Meadow Brooke Owners are not responsible for premiums and assessments on the insurance policy; and
- (d) The insurance company or companies will provide the Meadow Brooke Owners with thirty (30) days' prior written notice before canceling the insurance policy or policies acquired pursuant to this paragraph and before reducing any liability coverage thereunder.

The North Lodge Owners shall furnish the Meadow Brooke Owners with a copy of said endorsement(s) or certificate(s). The North Lodge Owners warrant that they will not cancel or reduce the insurance coverage without thirty (30) days prior written notice to the Meadow Brooke Owners, and that it will immediately notify the Meadow Brooke Owners in writing of any cancellation of coverage initiated by the insurer.

6. **Fees, Taxes, Liens and Assessments.** The North Lodge Owners shall keep the easements free from any mechanic's or materialmen's liens claimed by any person, firm or corporation employed by or on behalf of them for any work or services performed under this instrument. In the event of the filing of any such liens, the North Lodge Owners shall cause such lien to be bonded or released within fifteen (15) days after the Meadow Brooke Owners' written notice to do so. The North Lodge Owners shall indemnify and defend the Meadow Brooke Owners against any and all liability, cost and reasonable expense including attorney's fees incurred by the Meadow Brooke Owners as a result of any such lien.

7. **Not a Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements created herein to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Agreement be limited to and for the purposes expressed herein.

8. **Covenant Run With the Land.** This Agreement and each covenant and condition contained herein (whether affirmative or negative) are made for the mutual and reciprocal benefit of the Dominant tenement and the Servient Tenement and shall be deemed a covenant running with the land or an equitable servitude, as the case may be, and shall constitute benefits to the Dominant Tenement and burdens to the Servient Tenement and shall be binding on Grantor and Grantor's successors and assigns and all persons acquiring or owning any interest in Servient Tenement.

IN WITNESS WHEREOF, Declarants have executed this Agreement on the date set forth above.

MEADOW BROOKE ASSOCIATES, LP
a Nevada limited partnership

By: LAKE VISTA APARTMENTS, LLC
a Nevada limited liability company

By: 

G. Randy Lane
Managing Member



State of Nevada }
 } SS.
County of Douglas }

On March 9, 2006 before me personally appeared G. Randy Lane, personally known to me (or 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 executed the same in his/her/their authorized capacity(ies), and that by his/her 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.



Notary's Signature

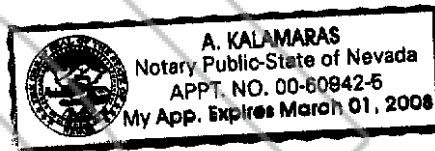


Exhibit 'A'

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

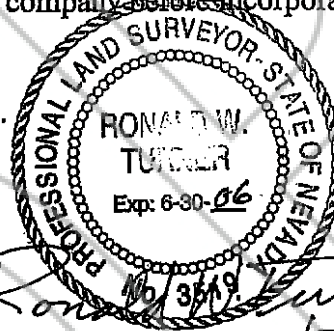
All that portion of Section 22, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Parcel 1 as shown on that Parcel Map filed for Record on November 12, 2004, as Document no. 629016, Douglas County Official Records.

Containing 73,395 square feet, more or less.

Note: Refer this document to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



Ronald W. Turner
12/23/04



Exhibit "B"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the Southeast 1/4 of Section 22 Township 13 North, Range 18 East., M.D.B.& M., in the County of Douglas, State of Nevada, described as follows:

PARCEL I

Commencing at the Northeast corner of Lot 16, in Block 3, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada, on February 2, 1959; thence North 18° 23' 35" East along the Westerly line of said Michelle Drive, a distance of 111.645 feet; thence leaving said line North 65° 26' 52" West, a distance of 318.37 feet; thence North 32° 20' 40" West, a distance of 90.06 feet to the TRUE POINT OF BEGINNING; thence North 32° 20' 40" West, a distance of 42.21 feet; thence North 60° 40' 41" West, a distance of 13.03 feet; thence North 28° 48' 49" East, a distance of 321.17 feet, to a point on the Southeasterly right of way of Kahle Drive, extended Northwesterly; thence South 61° 11' 11" East, along the Southwesterly line of said Kahle Drive, a distance of 50.00 feet; thence South 28° 48' 49" West distance of 341.65 feet to the True Point of Beginning.

PARCEL II

Commencing at the Northeast corner of Lot 16 in Block 3, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada on February 2, 1959; thence North 18° 23' 35" East, along the Westerly line of Michelle Drive, a distance of 111.645 feet; thence leaving said line North 65° 26' 52" West, a distance of 318.37 feet, thence North 32° 20' 40" West, a distance of 132.27 feet; thence North 60° 40' 41" West, a distance of 13.03 feet to the True Point of Beginning; thence North 60° 40' 41" West, a distance of 50.00 feet; thence North 28° 48' 44" East, a distance of 320.72 feet to a point on the Southwesterly right of way line of Kahle Drive, extended Northwesterly; thence South 61° 11' 11" East along the Southwesterly right of way line of said Kahle Drive, a distance of 50.00 feet, thence South 28° 48' 49" West a distance of 321.17 feet to the True Point of Beginning.

Per NRS 111.312, this legal description was previously recorded on September 2, 1997 in Book 997 of Official Records, Douglas County, State of Nevada at Page 0101 as Document No. 0420711

Exhibit "C"

DESCRIPTION
Easement
Portion of Parcel 1

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

All that portion of Parcel 1, as shown on that certain Parcel Map, LDA 03-088, for Meadow Brook Associates, LP, recorded November 12, 2004, in Book 1104, at Page 5494, as Document No. 629016 of the Official Records of Douglas County, Nevada, more particularly described as follows:

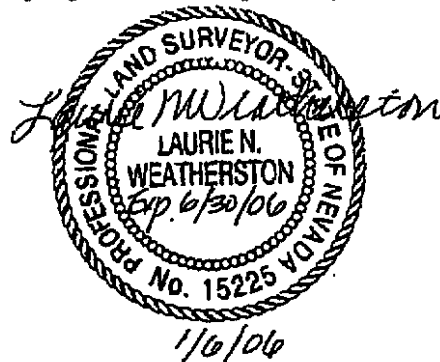
BEGINNING at a point which bears North 61°11'11" West, 50.77 feet from the Northeast corner of Parcel 1 of said Parcel Map, Document No. 629016, said point being on the southerly right-of-way line of Kahle Drive;
thence leaving said southerly right-of-way line, South 28°48'49" West, 118.59 feet;
thence South 61°11'11" East, 50.77 feet to a point on the easterly line of said Parcel 1;
thence along said easterly line, South 28°48'49" West, 15.25 feet;
thence leaving said easterly line, North 73°37'31" West, 26.97 feet;
thence North 61°11'11" West, 43.03 feet;
thence North 28°48'49" East, 139.65 feet to a point on said southerly right-of-way line of Kahle Drive;
thence along said southerly right-of-way line, South 61°11'11" East, 18.60 feet to
THE POINT OF BEGINNING.

Containing 3,590 square feet.

The Basis of Bearing of this description is the above-referenced Parcel Map, Document No. 629016.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
P.O. Box 5067
Stateline, NV 89449



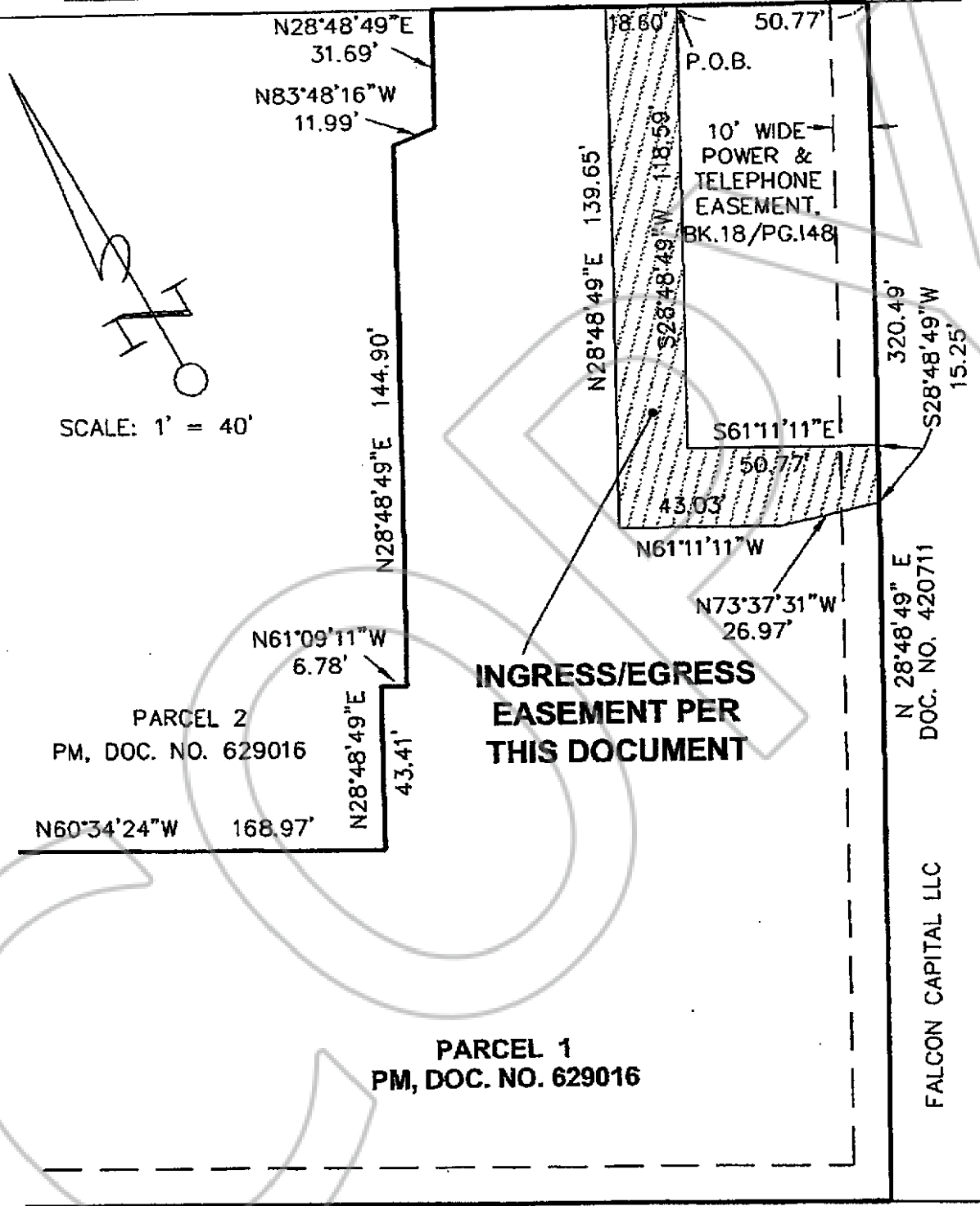
P:\Descriptions\2006\06001ESMT.doc



EXHIBIT "D"

KAHLE DRIVE

N61°11'11"W 115.53'



SCALE: 1' = 40'

PARCEL 2
PM, DOC. NO. 629016

**INGRESS/EGRESS
EASEMENT PER
THIS DOCUMENT**

PARCEL 1
PM, DOC. NO. 629016

N 28°48'49" E
DOC. NO. 420711

FALCON CAPITAL LLC

N60°40'41"W 433.41'
(BASIS OF BEARING)

BOARD OF REGENTS UNIVERSITY OF NEVADA
STATE 4-H CAMP - DOC. NO. 117