A.P.N.s <u>1318-09-810-005</u> 1318-09-810-004

Recorded at the Request of And When Recorded Mail to:

Michael K. Johnson, Esq. P.O. Box 4848 Stateline, NV 89449 DOC # 0672396 04/07/2006 04:55 PM Deputy: KLJ OFFICIAL RECORD Requested By:

> Douglas County - NV Werner Christen - Recorder

> > 55.00

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FIRST AMERICAN TITLE COMPANY

Page: 1 Of 17 Fee: BK-0406 PG- 3047 RPTT:



RECRIPOCAL AGREEMENT FOR PIER AND ADJACENT PROPERTIES

This Reciprocal Agreement for Pier and Adjacent Properties ("AGREEMENT") is made this 3rd day of April 2006, by and between STEVEN V. RYCKEBOSCH, LYNN A. RYCKEBOSCH, DOUGLAS C. EGSTROM and C. LOUISE SMITH EGSTROM as owners of 654 Lakeshore Boulevard (collectively "654 OWNERS") and KEVIN and MICHELLE McARTHUR or assignee of their purchase contract as possible future owners of 652 Lakeshore Boulevard ("McARTHUR") and hereby agree, on behalf of themselves, their heirs, successors and assigns as follows:

WHEREAS, 654 OWNERS are currently the owners of 654 Lakeshore Boulevard, Marla Bay, Douglas County, Nevada, currently Douglas County APN 1318-09-810-004, the legal description for which is attached hereto as Exhibit "A" ("654 PROPERTY"); and

WHEREAS, McARTHUR has contracted to purchase 652 Lakeshore Boulevard, Marla Bay, Douglas County, Nevada, currently Douglas County APN 1318-09-810-005, the legal description for which is attached hereto as Exhibit "B"; and

WHEREAS, the parties hereto wish to facilitate development, construction, maintenance, and/or use of a joint pier and possible alterations, improvements and/or additions to the parties' adjacent properties, and the AGREEMENT for same is to be effective if and when legal title is conveyed to McARTHUR;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. PARTIES:

The parties signatory hereto, as owners of the aforesaid real properties, shall be tenants in common of said pier. Each lot shall have one unit of ownership and there shall be two units of ownership, notwithstanding the number of persons who own or claim an interest in and to each of said lots.

2. CONSTRUCTION AND IMPROVEMENT OF PROPERTY:

It is the intention, as well as the understanding and agreement, of the parties hereto that the subject pier shall be used solely for private recreational purposes incidental to the residences constructed on the aforedescribed properties, and shall be restricted to the use of the parties and their guests and invitees.

Each party shall bear one-half of the costs of the pier to be constructed, and agrees to pay any bills incurred within fifteen days of receipt thereof.

3. USE:

Both parties agree to jointly use said pier; however, it is expressly understood and agreed that McARTHUR shall have all mooring and docking rights on the south side of the pier and 654 OWNERS shall have all mooring and docking rights on the north side of said pier.

4. <u>TERM:</u>

This Agreement shall exist in perpetuity unless otherwise agreed to by all of the then owners of the aforedescribed real properties. It is expressly understood and agreed that this AGREEMENT shall run with the land, and the burden of maintaining said pier shall run with each of the aforesaid real properties and the benefits created hereunder shall also run in favor of each of the aforedescribed real properties.

5. PIER PERMITTING:

The parties hereto generally agree to cooperate and act in good faith and share equally in the costs of planning, designing, permitting and constructing the joint pier.

6. OTHER DEVELOPMENT:

The parties understand that TRPA may treat the parties' collective parcels as a single project area for purposes of land coverage calculations in future applications. The parties specifically agree, however that the coverage shall be allocated as between the parties according to the figures attached hereto as coverage numbers as shown the TRPA boundary line adjustment dated 12/22/04 and attached as Exhibit "C" and agree to consent to applications consistent with use as currently proportionately allocated. The parties further agree to reasonably cooperate with any such non-pier applications.

7. PARTITION:

The parties hereby waive any right of partition which they may have affecting the subject property under the laws of the State of Nevada.

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8. ASSIGNMENT, MORTGAGE OR LIEN:

No party shall assign any of his rights in and to said pier to a third party. It is expressly understood and agreed that the rights created in said pier shall run with the land and not be severed therefrom. It is further agreed that no party, without the consent in writing of the other party, shall borrow money for improvement of the said pier or utilize his or her interest in the aforedescribed pier to secure any loan or encumbrance, nor shall a party sign, transfer or pledge, compromise or release any of the claims or debts due to the parties arising out of their ownership of the subject pier except on payment in full and only such attempt(s) to take such action will be void without the express written approval with a notarized signature(s).

9. RESPONSIBILITY AND LIABILITY OF A SELLING-OWNER:

Any party disposing of his ownership interest shall be liable to the remaining party for the contribution of such co-ownership as to any accrued or contingent liabilities, whether fixed or undetermined in amount. Such liabilities shall continue as to all obligations arising out of the subject property, but only if the liabilities accrue prior to the written substitution of a new co-owner in place of the disposing co-owner. Thereafter, no new or additional liability or obligation shall affect the disposing co-owner, but he shall remain liable to the remaining co-owner for his proportionate contribution to any liability the source of which arose before such substitution.

10. EASEMENTS.

654 OWNERS and McARTHUR desire to grant to each other a non-exclusive pier easement, which easement is more particularly described on Exhibits "D" and "E" attached hereto ("EASEMENT AREA").

Any access by one party (including guests, invitees, etc.) across the other party's parcel shall be for only that amount of ambulatory ingress and egress reasonably necessary to access the joint pier for the uses further described herein. With the sole exception of the provisions in the following paragraph, so long as there is no unreasonable interference with such access, each party retains the sole right to maintain, improve, move, alter or remove improvements and fixtures to their respective fee properties.

The dock structure attached to the concrete deck area to the south side of the pier is owned by McARTHUR and free access to the dock structure is hereby granted by 654 OWNERS. McARTHUR retains the sole right to maintain, improve, move, alter or remove improvements and fixtures relating to the dock structure as further described on Exhibit "F" and reasonable access to perform such tasks is hereby granted to McARTHUR by 654 OWNERS.

11. INTERPRETATION AND GOVERNING LAW/VENUE.

AGREEMENT shall be governed by, and interpreted in accordance with, the laws of the State of Nevada providing, however, in the event of any ambiguities neither party shall be deemed to be the party that caused the ambiguity to exist and, therefore, the ambiguity shall be interpreted in a neutral manner and more strongly against either party. The Ninth Judicial District Court, in and for Douglas County, shall be the exclusive venue for any action.

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12. RECORDING.

This multiple use pier agreement shall be recorded in the Official Records of Douglas County, Nevada.

13. BINDING EFFECT:

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This AGREEMENT shall be binding upon and shall inure to the benefit of this heirs, executors, administrators and assigns of the respective parties hereto, as well as the successors in interest to the aforedescribed real properties.

14. <u>EFFECTIVENESS.</u>

This AGREEMENT shall only be effective if and when McARTHUR acquires sole title to 652 Lakeshore Boulevard (as further described on Exhibit "B"), and the happening of same is a prerequisite to agreement and/or enforcement all other terms described herein.

- 15. The Parties hereto each agree to maintain a liability insurance policy in the sum of not less than ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) per occurrence and THREE MILLION DOLLARS AND NO/100 (\$3,000,000.00) aggregate regarding the EASEMENT AREA and pier easement. In addition thereto, the Parties hereto each agree to hold harmless and defend each other from and against any and all claims, expenses, damages, losses, judgments and costs (including attorney fees) arising from said party's negligence under this Agreement or in the use of the joint pier by said party or his guests and invitees.
- 16. All dogs and cats shall be kept on a leash or be, otherwise, in control of the owner or person having custody of said animal during the time said animal is within the EASEMENT AREA.
- 17. No obnoxious or offensive activity shall be carried on, nor shall anything be done within the EASEMENT AREA which may become an annoyance or nuisance to the joint use of the EASEMENT AREA.
- 18. The Parties hereto each agree to pay their one-half (½) of any costs associated with the planning, designing, permit application process, construction and maintenance of the pier or EASEMENT AREA within ten (10) days after the receipt of a bill for such costs. Prior to commencing any such activity, however, the party pursuing such activity(ies) shall give 30 days written notice of same, including description(s) and reasonable cost estimate(s) for such activity(ies).
- 19. In the event any party hereto is required to retain an attorney to enforce any of the terms, conditions or provisions herein contained, then the prevailing party in any action in law or equity instituted by the aggrieved party shall be entitled to the award of reasonable attorney fees and costs incurred in connection therewith.
- 20. This instrument may only be amended by a written document signed by the owners of the Parcels of Property.

- 21. The parties hereto agree to mediate in the utmost good faith any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover any attorney's fees, even if they would otherwise be available to that party in such action.
- 22. Michael K. Johnson, Esq., as legal counsel for McARTHUR is the primary drafter of this AGREEMENT, but all parties agree that they have had the opportunity to review, revise and/or seek the advice of legal counsel, and therefore, any doctrine suggesting construction against the drafter shall be inapplicable.
 - 23. This AGREEMENT may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

McARTHUR

654 OWNERS

STEVEN V. RYCKEBOSCH

RYCKEBOSCH

& C. EGSTROM

3051

04/07/2006

STATE OF NEVADA) ss.:	•
County of Douglas)	
appeared Schen V. Ryc Vc Dosch evidence) to be the person(s) whose na he/she/they executed the same in his/l	personally known to me (or proved to me on the basis of satisfactory me(s) is/are subscribed to the within instrument and acknowledged that ner/their authorized capacity(ies), and that by his/her/their signature(s) tity upon behalf of which the person(s) acted, executed the instrument.
T. M. BOWMAN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-69117-2 - Expires May 31, 2009 STATE OF NEVADA) ss. County of Douglas)	Notary Public
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WITNESS my hand and official seal T. M. BOWMAN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-69117-2 - Expires May 31, 2009 STATE OF NEVADA	Notary Public
County of Douglas)	
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T. M. BOWMAN Notary Prible - State of Nevada Appointment - Sounded in Washoe County No: 01-69117-2 - Expires May 31, 2009	Notary Public

BK- 0406 PG- 3052 0672396 Page: 6 Of 17 04/07/2006

STATE OF NEVADA)	
County of Douglas) ss.:	
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WITNESS my hand and official seal. T. M. BOWMAN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-69117-2 - Expires May 31, 2009	Notary Public
STATE OF NEVADA)) ss.:	
County of Douglas	A CAA
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WITNESS my hand and official seal. INGA F. STEFAN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 03-82423-2 - Expires June 2, 2007 STATE OF NEVADA	Notary Public Vieface
) ss.:	
County of Douglas On Jan Co f. 20062, 2006,	before me, Jugar - Valfau, personally
appeared well personal evidence) to be the person(s) whose name(s) is he/she/they executed the same in his/her/their	ly known to me (or proved to me on the basis of satisfactory /are subscribed to the within instrument and acknowledged that authorized capacity(ies), and that by his/her/their signature(s) is behalf of which the person(s) acted, executed the instrument.
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WITNESS my hand and official seal.	Alas Alas
	Nothry Pyolic Nothern
Notary Public - State of Nevada Appointment Recorded in Washoe County No: 03-82423-2 - Expires June 2, 2007	-7-

BK- 0406 PG- 3053 0672396 Page: 7 Of 17 04/07/2006

0992-001-02 Page 1 of 2 Revised: 03/02/06 12/03/04

DESCRIPTION ADJUSTED A.P.N. 1318-09-810-005

A parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

A portion of Lots 6 and 7 of Block C, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267, in the Official Records of Douglas County, Nevada, along with, per NRS 321.595, that portion of land extending lakeward to the boundary of the bed of Lake Tahoe defined as being at the elevation of 6223 feet, Lake Tahoe Datum, more particularly described as follows:

BEGINNING at the northeasterly corner of said Lot 6, Block C, said corner being on the westerly right-of-way line of Lake Shore Blvd.;

thence leaving said westerly right-of-way line, along the easterly line of said Lot 6 and its prolongation, South 20°06'18" West, 196.90 feet, more or less, to the approximate Low Water Line of Lake Tahoe, at an elevation of 6223 feet, Lake Tahoe Datum;

thence along said approximate Low Water Line, North 45°47'09" West, 112.08 feet;

thence leaving said approximate Low Water Line, North 59°43'51" East, 6.79 feet;

thence North 30°16'09" West, 9.64 feet;

thence North 35°08'03" East, 55.65 feet to an existing rock wall;

thence along said rock wall the following courses:

North 42°42'57" East, 25.86 feet;

North 03°28'32" West 6.82 feet;

North 28°36'51" East, 23.06 feet;

South 66°18'16" East, 10.34 feet;

North 30°30'34" East, 51.10 feet;

North 19°39'36" East, 9.65 feet;

North 29°27'58" East, 12.90 feet to a point on said westerly right-of way line of Lake Shore Blvd.;

thence leaving said rock wall, along said westerly right-of-way line, South 36°22'35" East, 70.48 feet to the POINT OF BEGINNING, containing 16,649 square feet, more or less.

The basis of bearing of this description is North 84°45'00" West along the southerly right-of-way line of Lake Shore Boulevard, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267 in the Official Records of Douglas County, Nevada.

Note:

Refer this description to your title company

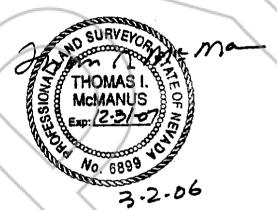
before incorporating into any legal document.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423



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DESCRIPTION ADJUSTED A.P.N. 1318-09-810-004

A parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

A portion Lots 6 and 7 of Block C, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267, in the Official Records of Douglas County, Nevada, along with, per NRS 321.595, that portion of land extending lakeward to the boundary of the bed of Lake Tahoe defined as being at the elevation of 6223 feet, Lake Tahoe Datum, more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 7, Block C, said corner being on the westerly right-of-way line of Lake Shore Blvd.;

thence along said westerly right-of-way line, South 36°22'35" East, 58.52 feet; thence leaving said westerly right-of-way line, on an existing rock wall, the following courses:

South 29°27'58" West, 12.90 feet; South 19°39'36" West, 9.65 feet; South 30°30'34" West, 51.10 feet; North 66°18'16" West, 10.34 feet; South 28°36'51" West, 23.06 feet;

South 03°28'32" East, 6.82 feet; South 42°42'57" West, 25.86 feet;

thence leaving said rock wall, South 38°08'03" West, 55.65 feet;

thence South 30°16'09" East, 9.64 feet:

thence South 59°43'51" West, 6.79 feet, more or less, to a point on the approximate Low Water Line of Lake Tahoe, at an elevation of 6223 feet, Lake Tahoe Datum:

thence along said approximate Low Water Line, North 45°47'09" West, 62.55 feet to the point of intersection of said approximate Low Water Line with the southwesterly prolongation of the westerly line of said Lot 7;

thence along said prolongated line, North 34°51'48" East, 203.52 feet to THE POINT OF BEGINNING, containing 11,473 square feet, more or less.

The basis of bearing of this description is North 84°45'00" West along the southerly right-of-way line of Lake Shore Boulevard, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267 in the Official Records of Douglas County, Nevada

Note:

Refer this description to your title company

before incorporating into any legal document

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

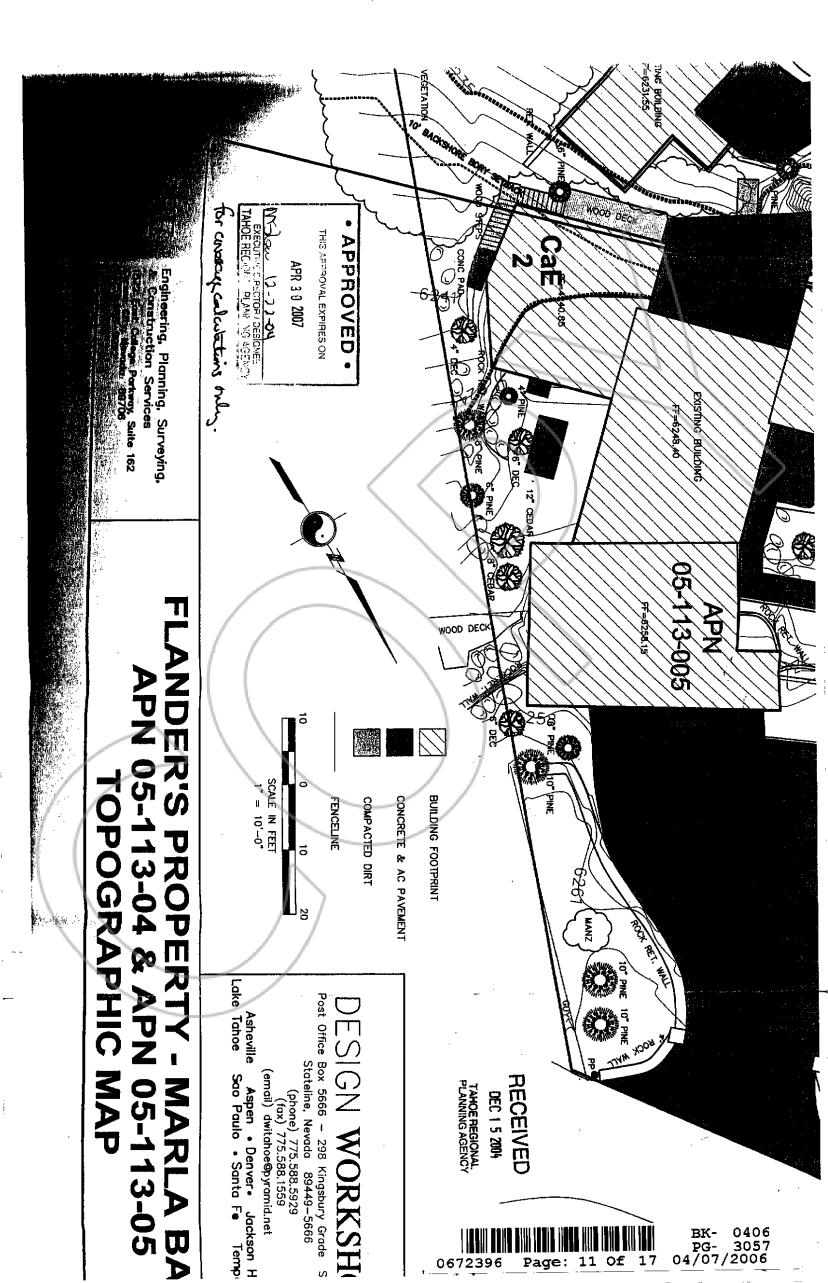
P.O. Box 2229

Minden, Nevada 89423



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S:



LAND COVERAGE TO HIGH WATER (BY SOIL TYPE- BOTH PARCELS)

				
COVERAGE	CLASS 1	CLASS 2	CLASS 4	TOTAL (BY ITEM)
BUILDINGS	330	267	3410	4007
GARAGES	0	0	1553	1553
CONCRETE AC PAVEMENT	964	383	4888	6235
DECKS/PORCHES STAIRS	78	218	243	539
COMPACTED DIRT PATHS	14	11	667	692
TOTAL (BY TYPE)	1386	879	10,761	13,026

EXISTING LAND COVERAGE TO HIGH WATER WEST PARCEL - 05-113-004

COVERAGE	Class 1	Class 2	Class 4	TOTAL (BY ITEM)
BUILDINGS GARAGES	O	0	2697	2697
CONC./AC PAVING	126	90	2136	2352
DECKS/ PORCHES STAIRS	23	36	201	260
COMPACTED DIRT	0	0	566	566
TOTAL (BY TYPE)	149	126	5600	5875

EXISTING LAND COVERAGE TO HIGH WATER EAST PARCEL - 05-113-005

COVERAGE	Class 1	Class 2	Class 4	(BY TEM)
BUILDINGS GARAGES	330	267	2266	2863
CONC./AC PAVING	838	293	2752	3883
DECKS/ PORCHES STAIRS	55	182	42	279
COMPACTED DIRT	14	11	101	126
TOTAL (BY TYPE)	1237	753	5161	7151

WEST PARCEL 05-113-004

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LAND CLASS	/ /		ALLOWABLE COVERAGE
CLASS 4	8,928 SQ.FT.	0.205 ACRES	1,785\SQ.FT.
CLASS 2	1,127 SQ.FT.	0.028 AČREŠ	11 SQ.FT.
CLASS 1B TO HIGH WATER LINE	713 SQ.FT.	0.016 ACRES	7 SQ.FT.
CLASS 1B TO LOW WATER LINE	1,418 SQ.FT.	0.033 ACRES	0 SQ.FT.
TOTAL PARCEL LOT SIZE TO HIGH WATER LINE	10,768 SQ.FT. (TO HIGH WATER LINE)	0.247 ACRES (TO HIGH WATER LINE)	1,803 SQ. FT. (TOTAL ALLOWABLE)
TOTAL PARCEL LOT SIZE TO LOW WATER LINE	11,473 SQ.FT. (TO LOW WATER LINE)	0.263 ACRES (TO LOW WATER LINE)	1,803 SQ./FT.

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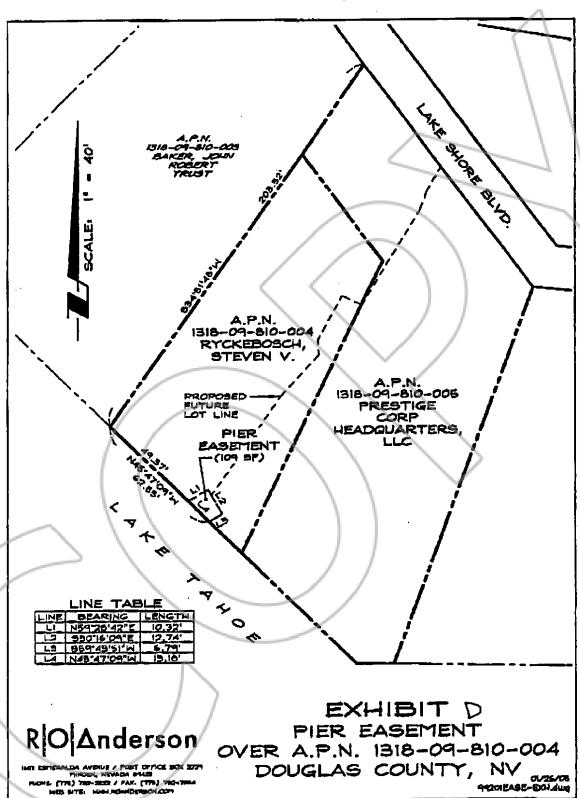
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P. 004/004

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P. U02

0992-001-02 01/23/06

DESCRIPTION PIER EASEMENT

A parcel of land located within a portion of the southeast one-quarter (SE%) of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada described as follows:

Commencing at the northwesterly of Lot 7, Block C, Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., recorded in Book 01, as Document No. 00267, Douglas County, Nevada Recorder's Office, said comer being on the southwesterly right-of-way line of Lake Shore Blvd.;

thence South 34°51'48" West, 203.52 feet to the approximate low water line of Lake Tahoe;

thence along said approximate low water line South 45°47'09" East, 49,37 feet to THE POINT OF BEGINNING:

thence North 59°28'42" East, 10.32 feet;

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SO-ON STADOM: A. O. ANDCASON

thence South 30°16'09" East, 12.74 feet;

thence South 59°43'51" West, 6.79 feet to said approximate low water line;

thence along said low water line North 45°47'09" West, 13.18 feet to THE POINT OF BEGINNING, containing 109 square feet, more or less.

Note:

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

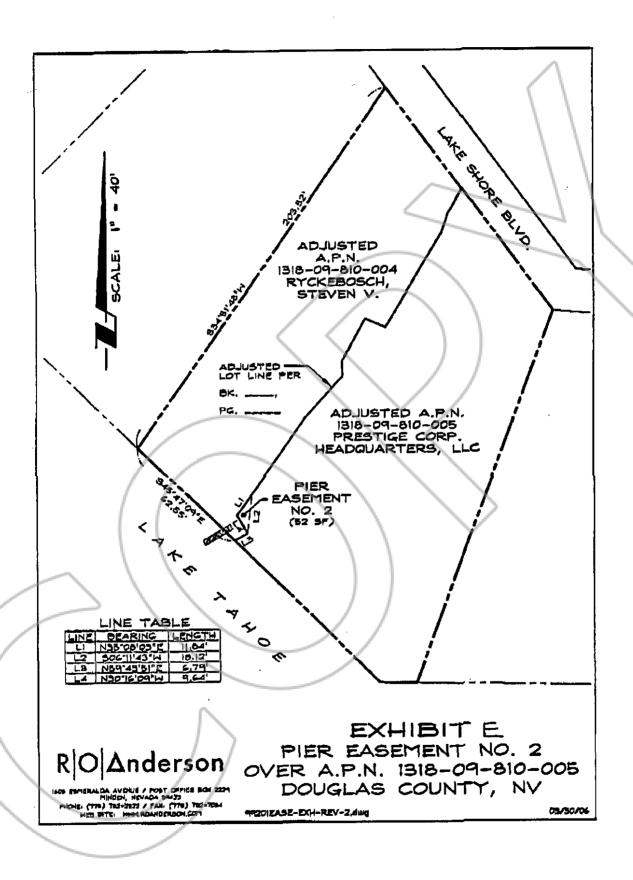
Prepared By:

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Minden, Nevada 89423

-30-06



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0992-001-02 03/30/06

DESCRIPTION PIER EASEMENT NO.2

A parcel of land located within a portion of the southeast one-quarter (SE%) of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada described as follows:

Commencing at the northwesterly corner of Lot 7, Block C, Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., recorded in Book 01, as Document No. 00267, Douglas County, Nevada Recorder's Office, sald corner being on the southwesterly right-of-way line of Lake Shore Blvd.;

thence South 34°51'48" West, 203.52 feet to the approximate low water line of Lake Tahoe:

thence along said approximate low water line South 45°47'09" East, 62.55 feet; ;

thence North 59°43'51" East, 6.79 feet to THE POINT OF BEGINNING:

thence North 30°16'09" West, 9.64 feet;

thence North 35°08'03" East, 11.84 feet;

thence South 06°11'43" West, 18.12 feet to THE POINT OF BEGINNING. containing 52 square feet, more or less.

Note:

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

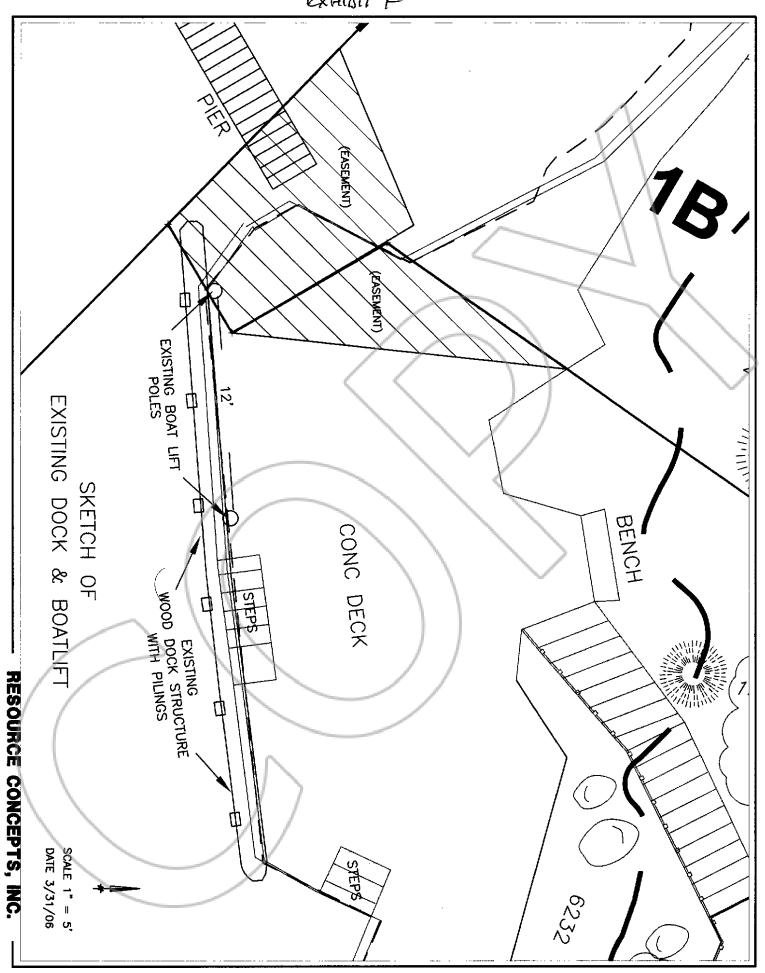
Prepared By:

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