

APN: 1318-10-310-013 & 1318-10-310-070

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe, Nevada 89449-3390

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 14 Fee: \$ 52.00
Bk: 0614 Pg: 1545



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into the _____ day of _____ 20____, notwithstanding the later execution hereof, by and between JOHN R. AND PATRICIA A. GRIGSBY AS TRUSTEES OF THE JOHN R. AND PATRICIA A. GRIGSBY REVOCABLE TRUST, ("GRIGSBYS") and ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA").

W I T N E S S E T H

WHEREAS, GRIGSBYS own that certain parcel of property within the Zephyr Cove Properties subdivision located in Douglas County, Nevada commonly known as 686 Lakeview Blvd. , Zephyr Cove, Nevada and identified by Assessor's Parcel Number 1318-10-310-013 and more particularly described on **Exhibit "A"** attached hereto (the "GRIGSBY PROPERTY"); and

WHEREAS, at some point prior the GRIGSBYS taking ownership but with all required permits, a predecessor in interest of the GRIGSBYS constructed a pier lakeward of the GRIGSBY PROPERTY into Lake Tahoe, including any catwalks and other appurtenant structures all of which is referred to herein as the "GRIGSBY PIER"; and

WHEREAS, in 1982, Zephyr Cove Properties, Inc. ("ZCPI"), the former developer of the Zephyr Cove subdivision, conveyed by quitclaim deed to ZCPOA a strip of land between the lots within the Zephyr Cove Properties subdivision and Lake Tahoe, thereby creating a beach area for use by the property owners and/or residents of the Zephyr Cove Subdivision (collectively the "Owners"). The forgoing strip of land is commonly known as the Zephyr Cove Property Owners Association's Fine Sandy Beach, Zephyr Cove, Nevada identified by Assessor's Parcel Number 1318-10-310-070 and more particularly described on **Exhibit "B"** attached hereto (the "BEACH AREA"); and

WHEREAS, due to ZCPOA's ownership of the BEACH AREA, the GRIGSBY PROPERTY is not considered a littoral property by the Tahoe Regional Planning Agency (TRPA) or by the Nevada Division of State Lands, which could affect the GRIGSBYS ability to maintain the required permits for the GRIGSBY PIER; and

WHEREAS, there have been disputes and litigation over ZCPOA's right to the BEACH AREA, the outcome of which support ZCPOA's claim of ownership of the BEACH AREA,

generally; and

WHEREAS, the GRIGSBYS believed they have a claim of right to that portion of the BEACH AREA directly lakeward of the GRIGSBY PROPERTY; and

WHEREAS, the parties mutually desire to resolve the ownership of the BEACH AREA as it relates to the area lakeward of the GRIGSBY PROPERTY.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties do mutually agree as follows:

GRANT OF EASEMENT

1. ZCPOA, as owner of the BEACH AREA, **does hereby grant, subject to all covenants, restrictions, easements and encumbrances of record, including but not limited to that certain Covenant Running With the Land attached hereto as Exhibit "C" and incorporated herein by this reference**, to the GRIGSBYS, and their successors in interest and assigns (collectively referred to hereinafter as the "GRIGSBYS"), a non-exclusive easement for access, use and enjoyment of the real property on a portion of the BEACH AREA as more particularly described on **Exhibit "D"** attached hereto and incorporated herein by reference (the "EASEMENT AREA"), and an exclusive easement for use and enjoyment of the improvements (namely the GRIGSBY PIER) located on that portion of the BEACH AREA described in Exhibit "D", together with the right to maintain, repair and replace said improvements at the GRIGSBYS' sole expense, which shall include the right to temporarily store equipment and materials on ZCPOA's adjacent land during any such maintenance, repair, or replacement of the improvements.

2. The Easement granted herein shall run with the land and shall be binding on the successors and assigns of the parties hereto.

STRUCTURES AND ACCESS

3. ZCPOA acknowledges that the GRIGSBYS are the owner of the GRIGSBY PIER, even though said structures are located on land which is not owned by the GRIGSBYS. ZCPOA acknowledges and agrees that the GRIGSBY PIER may remain in the EASEMENT AREA in perpetuity.

4. ZCPOA hereby acknowledges it is making no claim of ownership in the GRIGSBY PIER.

5. The GRIGSBYS and ZCPOA acknowledge and agree that no new structures will be placed in the EASEMENT AREA. For the purpose of this section, any repair, modification or replacement of existing structures shall not be considered a "new" structure, but shall in no event

be extended beyond the EASEMENT AREA.

6. The GRIGSBYS acknowledge that ZCPOA owns the EASEMENT AREA and BEACH AREA, and that the Owners have the right to access and recreate upon the EASEMENT AREA and BEACH AREA pursuant to that covenant between ZCPI and ZCPOA, recorded in the Office of the Douglas County Recorder as Document No. 78525 and attached hereto as Exhibit "C".

7. The owner of the GRIGSBY PROPERTY shall not prohibit the Owners from entering, passing through or recreating within the EASEMENT AREA or BEACH AREA. Notwithstanding the foregoing, the other Owners (excepting the GRIGSBYS) are not permitted to recreate upon the deck of the GRIGSBY PIER or use in any manner the pilings of said pier. Notwithstanding, the other Owners are permitted to cross over or under the deck of the GRIGSBY PIER. ZCPOA shall have no obligation to enforce this provision as it relates to the GRIGSBY PIER deck and pilings.

MAINTENANCE AND REPAIR OF PIER

8. The GRIGSBY PIER shall be kept in good condition and repair at the sole expense of the owner of the GRIGSBY PROPERTY.

COOPERATION AND NON-OBSTRUCTION

9. ZCPOA shall have an ongoing and perpetual obligation to cooperate with the owner of the GRIGSBY PROPERTY in the permitting and renewal of permits for the GRIGSBY PIER at no expense to ZCPOA, including any application for repair, maintenance, or modification thereof. Furthermore, ZCPOA will not take any action to obstruct, hinder or delay any such applications, so long as such applications are in conformance with the provisions of this Easement Agreement.

10. ZCPOA waives any right it has to be an applicant or co-applicant for any application or permit relating to the GRIGSBY PIER. However, should the applicable agency require such sole or co-application by ZCPOA, then ZCPOA shall take such affirmative action as reasonably required by said agency and in conformance with the spirit of this Easement Agreement and will, at no charge by ZCPOA to the owners of the GRIGSBY PROPERTY, promptly sign any and all applications as owner of the BEACH AREA and EASEMENT AREA. All costs, expenses and fees required by such applications shall be paid by the owner of the GRIGSBY PROPERTY.

11. The owner of the GRIGSBY PROPERTY shall have an ongoing and perpetual obligation to cooperate with ZCPOA in the permitting and renewal of permits for ZCPOA's buoy field at no expense to the owner of the GRIGSBY PROPERTY. Furthermore, the owner of the GRIGSBY PROPERTY will not take any action to obstruct, hinder or delay any such applications, so long as such applications are in conformance with the provisions of this

Easement Agreement.

12. The owner of the GRIGSBY PROPERTY irrevocably waives any right it may have to be an applicant or co-applicant for any application or permit relating to ZCPOA's buoy field or any other buoy in Zephyr Cove. However, should the applicable agency require such sole or co-application by the owner of the GRIGSBY PROPERTY, then the owner of the GRIGSBY PROPERTY shall take such affirmative action as reasonably required by said agency and in conformance with the spirit of this Easement Agreement, and will at no charge by the owner of the GRIGSBY PROPERTY to ZCPOA, promptly sign any and all applications as owner of the GRIGSBY PROPERTY. All costs, expenses and fees required as a result of the GRIGSBY PROPERTY owner's participation in such applications shall be paid by ZCPOA.

MISCELLANEOUS

13. The owner of the GRIGSBY PROPERTY shall maintain a general liability insurance policy with a liability limit of One Million Dollars (\$1,000,000.00) per occurrence, or such additional limits as the Nevada Division of State Lands, Tahoe Regional Planning Agency or other government agency with jurisdiction shall require from time to time for use of the GRIGSBY PIER by said owner and guests, and such policy shall name ZCPOA as an additional insured.

14. This Easement Agreement is to be governed and construed according to the laws of the State of Nevada. Venue shall for any dispute in connection herewith be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

15. If any party to this Easement Agreement commences an action against the other to enforce any of the terms and conditions contained herein, or because of the breach by any party of the terms hereof, the prevailing party(s) shall be entitled to receive attorneys' fees and costs of suit as damages and/or as an award of the Court.

16. This Easement Agreement may be signed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

17. This Easement Agreement constitutes the entire understanding between the parties and shall, as of the effective date hereof, supersede all other agreements, oral or written, of the parties with regard to the subject matter. This Easement Agreement may not be amended

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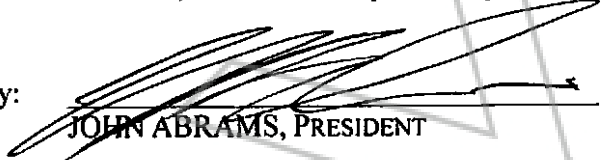
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or modified except by a written document signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

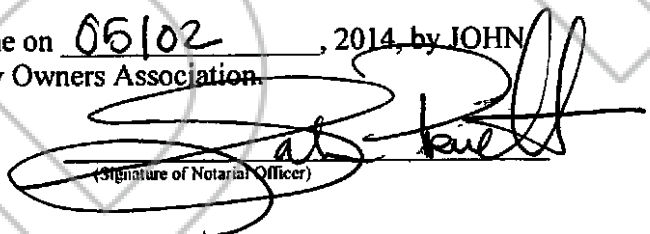
"ZCPOA"

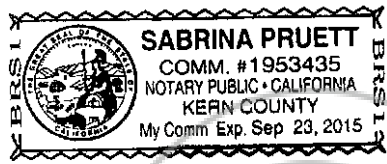
ZEPHYR COVE PROPERTY OWNERS
ASSOCIATION, a Nevada non-profit corporation

By: 
JOHN ABRAMS, PRESIDENT

sp California
State of ~~NEVADA~~)
sp Kern :ss.
County of ~~DOUGLAS~~)

This instrument was acknowledged before me on 05/02, 2014, by JOHN ABRAMS as President of the Zephyr Cove Property Owners Association.


(Signature of Notarial Officer)

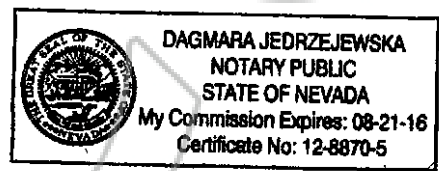


By: 
MICKIE HEMPLER, SECRETARY

State of NEVADA)
:ss.
County of DOUGLAS)

This instrument was acknowledged before me on 05/06, 2014, by MICKIE HEMPLER as Secretary of the Zephyr Cove Property Owners Association.


(Signature of Notarial Officer)



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“GRIGSBYS”

JOHN R. AND PATRICIA A. GRIGSBY AS
TRUSTEES OF THE JOHN R. AND
PATRICIA A. GRIGSBY REVOCABLE
TRUST

John R. Grigsby

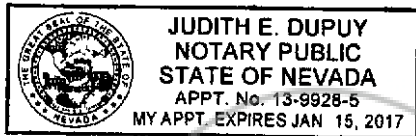
JOHN R. GRIGSBY, Trustee

State of NEVADA)
 :SS.
County of DOUGLAS)

This instrument was acknowledged before me on June 6, 2014, by John R. Grigsby as Trustee of The John R. and Patricia A Grigsby Revocable Trust.

Judith E. Dupuy

(Signature of Notarial Officer)



JOHN R. AND PATRICIA A. GRIGSBY AS
TRUSTEES OF THE JOHN R. AND
PATRICIA A. GRIGSBY REVOCABLE
TRUST

Patricia A. Grigsby

PATRICIA A. GRIGSBY, Trustee

State of NEVADA)
 :SS.
County of DOUGLAS)

This instrument was acknowledged before me on June 6, 2014, by Patricia A. Grigsby as Trustee of The John R. and Patricia A. Grigsby Revocable Trust.

Judith E. Dupuy

(Signature of Notarial Officer)

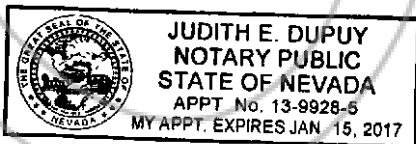


EXHIBIT "A"
LEGAL DESCRIPTION OF THE GRIGSBY PROPERTY

Parcel 1: Lot 11 in Block F of "Amended Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18 E.", according to the official map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada, on August 5, 1929.

Said Deed being of record in Volume T of Deeds, Page 340, Douglas County, Nevada, records

Parcel 2: All that portion of Lot 10, west of a line parallel to and distant 37.5 feet perpendicularly easterly from the boundary line and its extension common to Lots 10 and 11 as said lots are set forth on that certain Amended Map of Zephyr Cove Property in Section 10, Township 13 North, Range 18 east, M.D.B. & M. approved by the Board of County Commissioners of Douglas County, Nevada, August 5, 1929 and filed on said 5th day of August, 1929 in the office of the County Recorder of Douglas County, State of Nevada.

Assessor's Parcel No.: 1318-10-310-013

EXHIBIT "B"
LEGAL DESCRIPTION OF THE BEACH PROPERTY

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 18 E." filed for record on August 5, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

APN: 1318-10-310-070

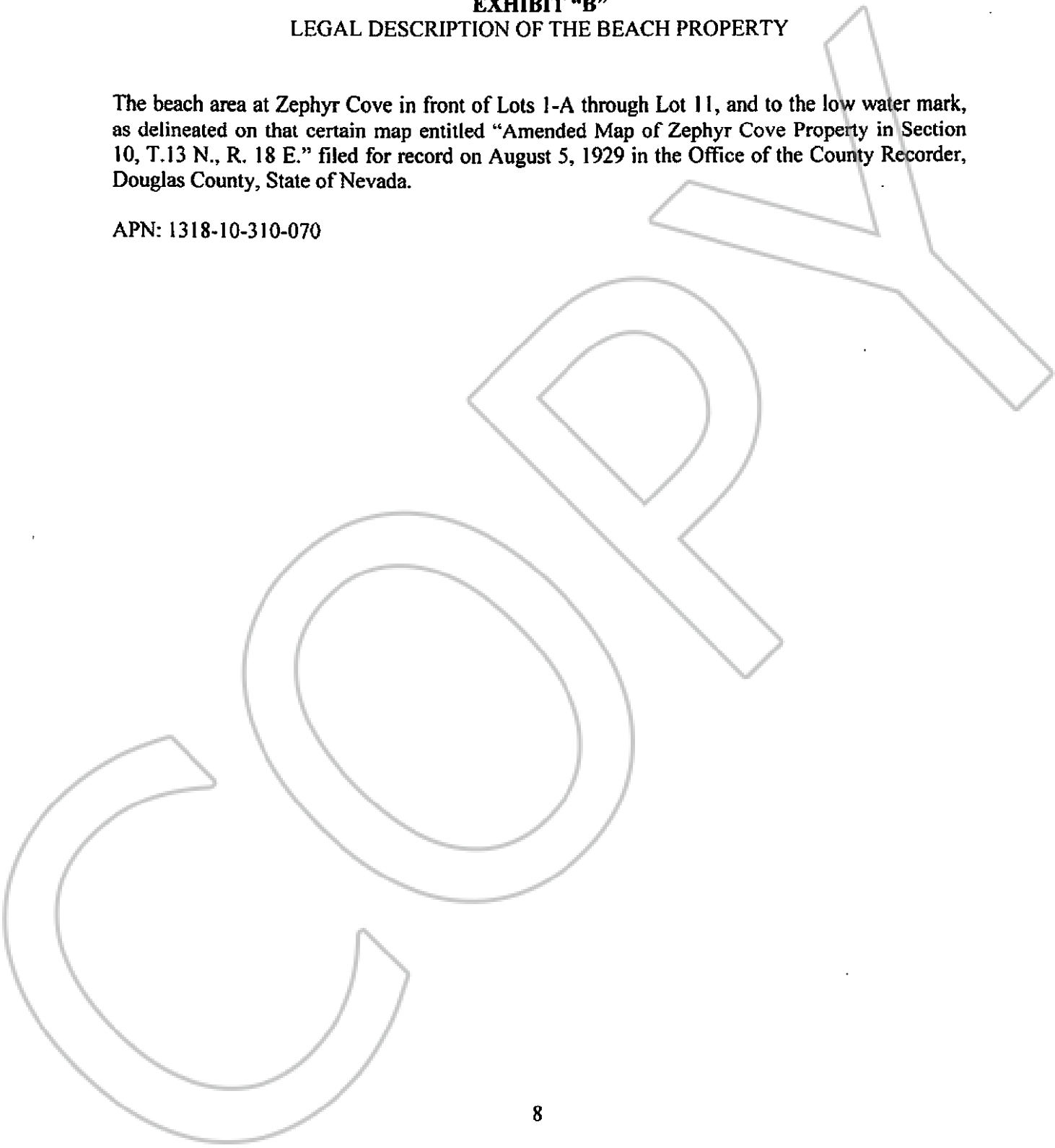


EXHIBIT "C"
ZCPOA COVENANT

COVENANT RUNNING WITH THE LAND

This covenant made this 1st day of December, 1982, by and between ZEPHYR COVE PROPERTIES, INC., and ZEPHYR PROPERTY OWNERS' ASSOCIATION, INC., a Nevada non-profit corporation.

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is the owner of certain real property hereinafter described, and WHEREAS, ZEPHYR COVE PROPERTIES, INC., is desirous of donating said property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC. subject to the conditions as hereinafter set forth, and

WHEREAS, ZEPHYR COVE OWNERS' ASSOCIATION, INC. is desirous of receiving said property subject to the conditions as hereinafter set forth,

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. Transfer of Property: By quitclaim deed executed herewith ZEPHYR COVE PROPERTIES, INC., shall quitclaim the following described property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC.:

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 10 E." filed for record on August 3, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

2. In consideration for acceptance of the quitclaim deed ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC., hereby agrees that such properties shall remain continuously open for use by:

a. Property owners and/or residents of ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC..

100 copies of
F. THOMAS HILL, JR.
ATTORNEY AT LAW
SUITE 200
3000 W. WASHINGTON AVENUE
LAS VEGAS, NV 89102
PREPARED

1 b. Future owners and/or residents of any property
2 owned by ZEPHYR COVE PROPERTIES, INC.

3 c. The individual relatives and heirs of
4 members of ZEPHYR COVE PROPERTIES, INC. to wit,
5 JAMES A. HARVEY, SAMUEL S. HARVEY, JOHN F. HARVEY,
6 ELIZABETH BLAINE, LESLIE H. WHITTENORE and
7 MARGARET JONES.

8 3. Reversionary Interest: ZEPHYR COVE
9 PROPERTIES, INC., hereby retains a reversionary interest in
10 the aforescribed property to the extent that said property
11 is to be used exclusively for the enjoyment and recreational
12 activities of property owners and members of ZEPHYR COVE
13 PROPERTIES, INC. In the event said property is used for
14 other purpose, including but not limited to commercial or
15 business activities without the prior written approval of
16 three-fourths majority of ZEPHYR COVE PROPERTIES, INC.
17 shareholders, said property shall revert to ZEPHYR COVE
18 PROPERTIES, INC. It is hereby understood that this property
19 shall, without being subject to the reversionary clause be
20 available for slips or other docking facilities for use of
21 property owners and members of ZEPHYR COVE PROPERTIES, INC..
22 In such locations as are designated in Zephyr Cove Tract Map
23 entitled "Amended Map of Zephyr Cove Properties filed on
24 August 23, 1929".

25 4. Association Membership: As additional
26 consideration for the transfer of the property as
27 aforesaid, the following shareholders of ZEPHYR COVE
28 PROPERTIES, INC., shall be given free membership in the
29 Association for the period of 25 years: JAMES A. HARVEY,
30 SAMUEL S. HARVEY, JOHN F. HARVEY, ELIZABETH S. BLAINE,
31 LESLIE H. WHITTENORE and MARGARET S. JONES. At the
32 expiration of said 25 year period memberships shall be

Law Office of
P. Thomas Smith, III
14 West Duane Street
Savannah, Georgia 31401
404.233.1111

1 renewable upon paying any annual dues that may be assessed
2 other members of the association. In the event any
3 properties of the aforementioned individuals are sold, free
4 membership of the particular property sold shall terminate.

5 3. Attorney's Fees: ZEPHYR COVE PROPERTY
6 OWNERS' ASSOCIATION, INC., agrees to pay all attorney's fees
7 in connection with the preparation of this agreement, the
8 quitclaim deed and other documentation necessary to effect a
9 transfer of the property in accordance with intent of the
10 parties.

11 ZEPHYR COVE PROPERTIES, INC.

12 By John F. Harvey
13 Resident
14 John Harvey

15 Accepted:

16 Edward J. Harris
17 Secretary

18 ZEPHYR COVE PROPERTY OWNERS'
19 ASSOCIATION, INC.

20 By John S. Swickard
21 Vice President
22 Ron Swickard

23 STATE OF NEVADA

24 County of Washoe
25 November 20th, 1982 personally appeared before me,
26 a Notary Public, John F. Harvey
27 who acknowledged that he executed the above instrument.

28 IF ANY OTHER PERSONS I have before me
29 and they have signed this instrument in my office
30 in the County of Washoe and State of Nevada
31 on the 20th day of November, 1982, I have caused
32 the same to be recorded in my office in accordance
33 with the provisions of the laws of Nevada.
34 _____
35 Notary Public

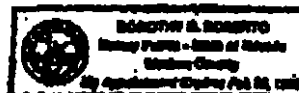
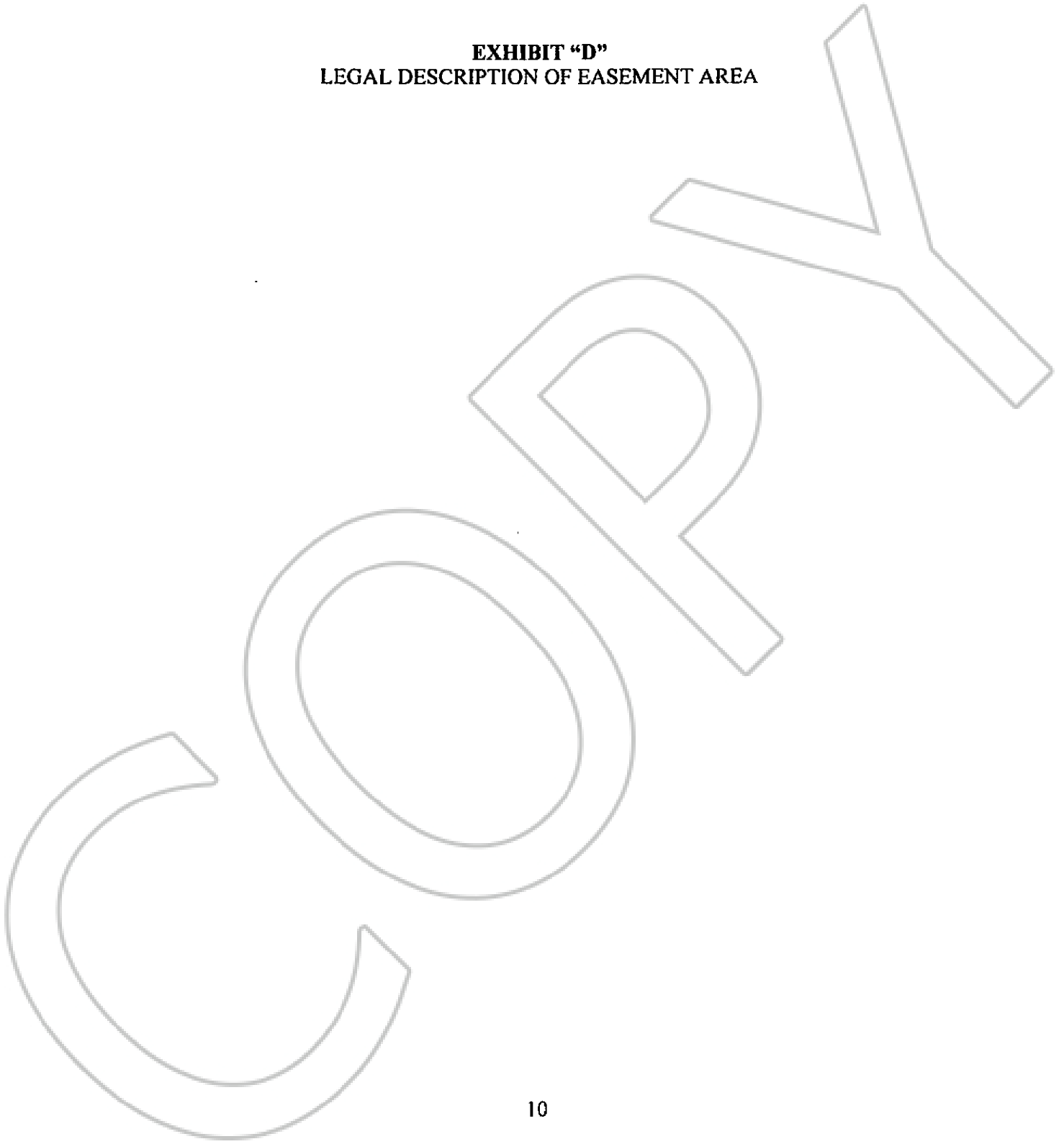


EXHIBIT "D"
LEGAL DESCRIPTION OF EASEMENT AREA



March 5, 2014
14021

DESCRIPTION

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

All that portion of the bed of Lake Tahoe, lying adjacent to the Southwest $\frac{1}{4}$ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of Lot 11, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North $66^{\circ} 00' 07''$ East 71.71 feet to the Point of Beginning;
thence North $59^{\circ} 47' 11''$ East 27.2 feet more or less to a point on the Low-Water Line of Lake Tahoe at an elevation of 6223.0 feet, Lake Tahoe Datum;

thence along said Low-Water Line South $69^{\circ} 39' 31''$ East 7.77 feet;
thence leaving said Low-Water Line South $59^{\circ} 47' 11''$ West 32.1 feet more of less;

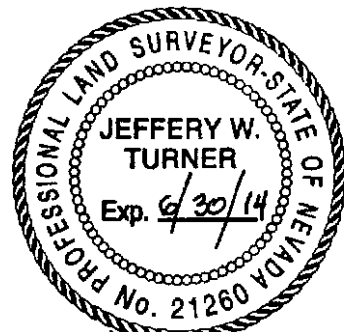
thence North $30^{\circ} 12' 49''$ West 6.00 feet to the Point of Beginning.

Containing 178 sq. ft., more or less.

The Basis of Bearing for this description is the above referenced Amended Map.

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

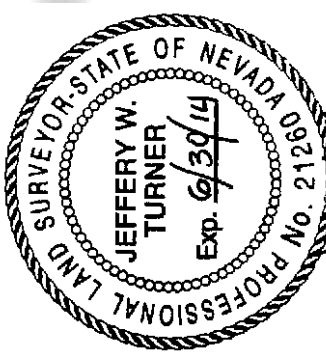


A handwritten signature in black ink, appearing to be "Jeffery W. Turner", written below the professional seal.

DATE 03/2014 JOB No. 14021
 PROJECT EXHIBIT
 BY SW PAGE 1 OF 1
 686 LAKEVIEW BLVD., DOUGLAS CO., NV
 A.P.N. 1318-10-310-013



1" = 30'



[Handwritten Signature]

JA TURNER & ASSOCIATES, INC.

LAND SURVEYING
 (775) 588-5558
 380 DORLA COURT, SUITE 283
 ROUND HILL, NEVADA
 P.O. BOX 5067 - STATELINE, NEVADA 89419
 PROJECT FILE 14021

