APNs 1318-22-002-108 and 002

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Feldman McLaughlin Thiel LLP Attn: Kara L. Thiel P.O. Box 1309 Zephyr Cove, NV 89448



KAREN ELLISON, RECORDER

## RECIPROCAL ACCESS EASEMENT AGREEMENT

This Reciprocal Access Easement Agreement (the "Agreement") is made and entered into as of this day of October, 2018 ("Effective Date"), by and between BEACH CLUB DEVELOPMENT, LLC, a Nevada limited liability company ("BCD"), and TAHOE BEACH CLUB, LLC, a Nevada limited liability company ("TBC"), (collectively, the "Parties") with reference to the following facts and intentions:

- A. BCD is the owner of that certain real property located in Stateline, Douglas County, Nevada, commonly known as Assessor's Parcel Number (APN) 1318-22-002-002 and described more particularly in Exhibit A attached hereto (the "BCD Property").
- B. TBC is the owner of that certain real property located in Stateline, Douglas County, Nevada, commonly known as APN 1318-22-002-108 and described more particularly in **Exhibit B** attached hereto (the "**TBC Property**").
- C. The BCD Property contains an existing road which provides the only vehicular access to the TBC Property.
- D. BCD intends to develop the Tahoe Beach Club Condominium Project (the "Project") on the BCD Property which will consist of up to 143 residential condominium units (the "Units") and associated improvements including a private roadway to be named "Beach Club Drive" (the "Road"), parking areas, and open space.
- E. TBC intends to construct and operate a private recreation facility (the "Club") on the TBC Property.
- G. The Road will include a paved turnaround at its western terminus, a portion of which will be located on the BCD Property and a portion of which will be located on the TBC Property, to serve both Properties.

- H. Upon completion, the Road will provide the only vehicular access to the TBC Property and the Club.
- I. BCD and TBC desire to enter into this Agreement to provide reciprocal easements for ingress and egress over, across and through their respective properties upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# 1. Grant of Reciprocal Easements.

- a. <u>Roadway Easement</u>. BCD hereby grants to TBC and its members, guests, employees, agents and invitees a non-exclusive easement for ingress and egress to and from the TBC Property and the Club ("Beach Club Drive Easement") over, through and across that portion of the BCD Property containing the Road as more particularly described in <u>Exhibit C</u> and depicted in <u>Exhibit D</u> attached hereto and incorporated herein by reference ("Beach Club Drive Easement Area").
- b. <u>Turnaround Easement</u>. TBC hereby grants to BCD and its members, guests, employees, agents and invitees a non-exclusive easement for ingress and egress to and from the BCD Property and for maintaining the paved turnaround within the Turnaround Easement Area ("Turnaround Easement") over, through and across that portion of the TBC Property consisting of a paved turnaround as more particularly described in <u>Exhibit E</u> and depicted in <u>Exhibit F</u> attached hereto and incorporated herein by reference ("Turnaround Easement Area").
- 3. <u>Appurtenant Easements; Servient and Dominant Tenements.</u> The Beach Club Drive Easement and the Turnaround Easement are appurtenant to the TBC Property and the BCD Property, respectively. Applicable to the Beach Club Drive Easement, the BCD Property is the Servient Tenement and the TBC Property is the Dominant Tenement. Applicable to the Turnaround Easement, the TBC Property is the Servient Tenement and the BCD Property is the Dominant Tenement.
- 4. <u>Construction Costs</u>. BCD, as developer of the Project, will bear the costs of initial construction and installation of the Road, landscaping and lighting located within and along the Beach Club Drive Easement Area. In addition, BCD will bear the costs of initial construction and installation of the paved turnaround within the Turnaround Easement Area, as it is necessary to serve the Project. Collectively, the improvements described in this Paragraph 4 to be located with the Beach Club Drive Easement Area and Turnaround Easement Area are hereinafter referred to as the "Facilities."
- 5. Responsibility for Maintenance; Apportionment of Costs. BCD shall be responsible for maintaining, repairing and replacing (collectively, "Maintaining") the Facilities in good and safe

condition. BCD and TBC may enter into a separate agreement to apportion the costs of Maintaining the Facilities among the Parties.

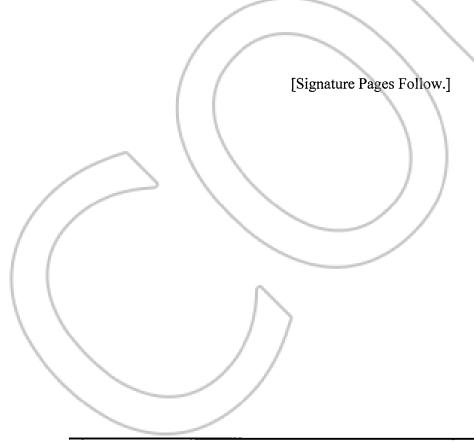
6. <u>Damage to the Facilities Beyond Ordinary Wear and Tear.</u> BCD shall maintain the Facilities in good condition and repair; provided, however, that either Party that damages any portion or part of the Facilities beyond ordinary wear and tear shall promptly notify the other Party. The Parties shall, as soon as reasonably practicable, jointly inspect the damaged Facility(ies) and use their best reasonable efforts to mutually agree as to the cause, responsibility, extent and repair/replacement of the damaged Facility(ies). The responsible Party shall then promptly repair the damaged Facility(ies) to a condition comparable to or better than the condition immediately prior to the damage.

# 7. <u>Indemnity</u>.

- a. By TBC Re Use of Beach Club Drive Easement. TBC, owner of the Dominant Tenement as to the Beach Club Drive Easement, shall indemnify, defend and hold harmless BCD and its directors, officers, members, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' fees and costs, which arise out of, relate to or result from TBC's use of the Beach Club Drive Easement, except to the extent any liability, claim, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of BCD, owner of the Servient Tenement as to the Beach Club Drive Easement.
- b. By BCD Re Use of Turnaround Easement. BCD, owner of the Dominant Tenement as to the Turnaround Easement, shall indemnify, defend and hold harmless TBC and its directors, officers, members, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' fees and costs, which arise out of, relate to or result from BCD's use of the Turnaround Easement, except to the extent any liability, claim, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of TBC, owner of the Servient Tenement as to the Turnaround Easement.
- 8. <u>Covenants Running with the Land.</u> This Agreement and the rights, duties and obligations of the Parties shall be construed as covenants running with the land, or equitable servitudes, as the case may be and shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns.
- 9. <u>Governing Law.</u> The validity and interpretation of this Agreement shall be governed by the laws of the State of Nevada without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the Ninth Judicial District, in and for Douglas County, State of Nevada.
- 10. <u>Severability.</u> If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

- 11. Attorneys' Fees. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees to be awarded shall be made to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.
- 12. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.
- 13. <u>Amendment.</u> This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means.
- 14. <u>No Rights in the General Public</u>. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or create any rights in the general public.

IN WITNESS WHEREOF, the parties hereto have executed this as of the Effective Date.



BEACH CLUB DEVELOPMENT, LLC a Nevada limited liability company  By:  Name: PATRICK RHAMEY  Title: CEO		
ACKNOWLEDGMENT		
STATE OF Nevada ) COUNTY OF Douglas )ss		
On <u>Detoles 18</u> , 2018, before me, <u>A. Westerin</u> , Notary Public in and for the County and State, personally appeared <u>Patrick Rhamey</u> , personally know 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 Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the Agreement the person(s), or the entity upon behalf of which the person(s) acted, executed the Agreement.  WITNESS my hand and official scal.  Signature  Signature  Signature  (Seal)  A. WESTERLIN Notary Public-State of Nevada APPT. NO. 00-60942-5 My Appt. Expires 05-19-2020		

Name: CHARLES GERGIN  Title: BFS  ACKNOWLEDGMENT  STATE OF Now Inf. ) ss  COUNTY OF La Yolk ) ss  County and State, personally appeared Charles Bergin  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 Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the Agreement the person(s), or the entity upon behalf of which the person(s) acted, executed the
STATE OF
STATE OF
STATE OF
On Och 3/, 2018, before me, Gorge H. Wave, Notary Public in and for the County and State, personally appeared Charles Borges, 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 Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the
On Och 3/, 2018, before me, Gorge H. Wave, Notary Public in and for the County and State, personally appeared Charles Borges, 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 Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the
Agreement.  WITNESS my hand and official seal.  Signature  (Seal)  Notary Public, State of New York No. 02WA4712142 Qualified in New York County Commission Expires JAN. 25, 20,19

TAHOE BEACH CLUB, LLC, a Nevada limited liability company  By:	
Title: CF3	
	KNOWLEDGMENT
STATE OF Now York )  COUNTY OF New York )	
On Ochber 21, 2012, before me, County and State, personally appeared to me (or proved to me on the basis of is/are subscribed to the within Agreeme same in his/her/their authorized capac	Charles Bergen, Notary Public in and for the Charles Bergen, personally known satisfactory evidence) to be the person(s) whose name(s) and acknowledged to me that he/she/they executed the city (ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the (Seal)
	[End.]

## **EXHIBIT 'A'**

# Beach Club Development, LLC Legal Description for APN: 1318-22-002-002

**REAL PROPERTY** in the County of Douglas, State of Nevada, being a portion of Lot 3 within the North 1/2 of the Southwest 1/4 of Section 22 and the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 13 North, Range 18 East, M.D.B.&M. described as follows:

Beginning at the Southeast corner of Parcel 1 as described in that certain Document #2015-870076, recorded September 24, 2015 Official Records of Douglas County, Nevada, being the **TRUE POINT OF BEGINNING**:

Thence the following six (6) courses:

- 1. North 59°58'16" West a distance of 1744.33 feet;
- 2. North 80°29'31" West a distance of 399.40 feet;
- 3. North 00°42'39" East a distance of 217.00 feet;
- 4. North 87°37'50" East a distance of 561.96 feet
- 5. South 60°28'34" East a distance of 1747.00 feet;
- 6. South 29°31'26" West a distance of 365.71 feet,

To the Point of Beginning, AND CONTAINING an area of 751,744 square feet (17.26 acres), more or less.

## Description Basis of Bearing:

The basis of bearings for this description is the southern property line of said Parcel 1 beginning at the Southeastern corner being North 59°58'16" West a distance of 1744.33 feet (North 60°46'32" West a distance of 1744.35 feet, Document #2015-870076, recorded September 24, 2015 Official Records of Douglas County, Nevada). The basis of bearing was established from found monuments on the California - Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on Parcel Map #361489, Official Records of Douglas County, Nevada; from which a GLO brass cap monument stamped "1946" bears North 47°51'50" West a distance of 1751.52 feet.

# End of This Description

Prepared by: Welsh Hagen Associates

250 S. Rock Blvd., Suite 118 Reno, NV 89502

(775) 853-7776

### **EXHIBIT 'B'**

# Tahoe Beach Club, LLC Legal Description for APN: 1318-22-002-108

**REAL PROPERTY** in the County of Douglas, State of Nevada, being a portion of Lot 3 within the North 1/2 of the Southwest 1/4 of Section 22 and the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 13 North, Range 18 East, M.D.B.&M. described as follows:

Commencing at the Southeast Corner of Parcel 1 as described in that certain Document #787255, in book 711, Page 5981, recorded July 29, 2011, Official Records of Douglas County, Nevada, North 89°58'16" West of 1744.33', thence North 80°29'31" West a distance of 399.40 fee to the TRUE POINT OF BEGINNING;

Thence the following six (6) courses:

- 1. North 88°28'53" West a distance of 457.06 feet;
- 2. South 76°42'37" West a distance of 60.00 feet to the Low Water Line of Lake Tahoe;
- 3. Along Said Low Water line North 13°17'23" West a distance of 217.00 feet;
- 4. Leaving said Low Water Line North 76°42'37" East a distance of 60.00 feet;
- 5. South 89°17'23" East a distance of 509.51 feet;
- 6. South 00°42'39" West a distance of 217.00 feet.

To the Point of Beginning, AND CONTAINING an area of 116,247 square feet (2.67 acres), more or less.

Excepting any portion of the above described property lying below the 6223.00 level of Lake Tahoe and also any artificial accretions to said land waterward of said land or natural ordinary low water of if lake level has been artificially lowered. Excepting any portion below such elevation as may be established as the boundary by boundary line adjustments with the state or by Quiet Title action in which the state is a party.

## Description Basis of Bearing:

The basis of bearings for this description is the southern property line of said Parcel 1 beginning at the Southeastern corner being North 59°58'16" West a distance of 1744.33 feet (North 60°46'32" West a distance of 1744.35 feet, Document #2015-870076, recorded September 24, 2015 Official Records of Douglas County, Nevada). The basis of bearing was established from found monuments on the California - Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on Parcel Map #361489, Official Records of Douglas County, Nevada; from which a GLO brass cap monument stamped "1946" bears North 47°51'50" West a distance of 1751.52 feet.

End of This Description

Prepared by: Welsh Hagen Associates

250 S. Rock Blvd., Suite 118

Reno, NV 89502 (775) 853-7776

# **EXHIBIT 'C'**

# Beach Club Drive Easement Legal Description

**REAL PROPERTY** in the County of Douglas, State of Nevada, being a portion of the Lot 3, within the North 1/2 of the Southwest 1/4 of Section 22 and the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 13 North, Range 18 East, M.D.B.&M. described as follows:

#### Segment A

A Beach Club Drive Easement lying within Parcel 1 of that certain Document #2015-870076, recorded September 24, 2015, Official Records of Douglas County, Nevada, described as follows:

**COMMENCING** at the Southeast corner of said Parcel 1, thence, North 06°13'12" West a distance of 308.43 feet to a point henceforth described as "Centerline Point A" and the **TRUE POINT OF BEGINNING**:

Thence the following nine (9) courses:

- 1. North 02°07'58" East a distance of 15.00 feet:
- 2. Along a curve to the left having a radial bearing of North 02°07'58" East, a radius of 113.00 feet, an arc length of 25.66 feet and an internal angle of 13°00'47";
- 3. North 79°07'11" East a distance of 111.33 feet;
- 4. South 60°24'06" East a distance of 81.04 feet to the eastern property line of said Parcel 1;
- 5. Along said eastern line of Parcel 1 South 29°31'26" West a distance of 91.41 feet;
- 6. Leaving said eastern line of Parcel 1 North 60°24'06" West a distance of 63.21 feet;
- 7. South 79°07'11" West a distance of 33.57 feet,
- 8. North 60°24'06" West a distance of 84.51 feet;
- 9. North 02°07'58" East a distance of 15.00,

To the Point of Beginning, AND CONTAINING an area of 14,574 square feet (0.33 acres), more or less.

Together with,

#### Segment B

A 30 foot wide Beach Club Drive Easement lying within Parcel 1 of that certain Document #2015-870076, recorded September 24, 2015, Official Records of Douglas County, Nevada, being a strip of land lying 15 feet on both sides of the following described centerline:

BEGINNING at said "Centerline Point A", being the TRUE POINT OF BEGINNING;

Thence the following twenty (20) courses:

- 1. Along a curve to the right having a radial bearing of North 02°07'58" East, a radius of 128.00 feet, an arc length of 142.93 feet and an internal angle of 63°58'41";
- 2. North 23°53'21" West a distance of 20.00 feet;

## **EXHIBIT 'C'**

- 3. Along a tangent curve to the left having a radius of 120.00 feet, an arc length of 125.00 feet and an internal angle of 59°40'59";
- 4. North 83°34'20" West a distance of 50.00 feet;
- 5. Along a tangent curve to the right having a radius of 175.00 feet, an arc length of 140.00 feet and an internal angle of 45°50'12";
- 6. Along a tangent curve to the left having a radius of 340.00 feet, an arc length of 250.00 feet and an internal angle of 42°07'46";
- 7. North 79°51'54" West a distance of 38.21 feet;
- 8. Along a tangent curve to the right having a radius of 241.66 feet, an arc length of 131.78 feet and an internal angle of 31°14'36";
- 9. North 48°37'18" West a distance of 33.13 feet;
- 10. Along a tangent curve to the left having a radius of 350.00 feet, an arc length of 153.76 feet and an internal angle of 25°10'13;
- 11. North 73°47'31" West a distance of 25.38 feet;
- 12. Along a tangent curve to the right having a radius of 240.00 feet, an arc length of 130.00 feet and an internal angle of 31°02'07";
- 13. North 42°45'24" West a distance of 34.51 feet;
- 14. Along a tangent curve to the left having a radius of 133.98 feet, an arc length of 68.29 feet and an internal angle of 29°12'12";
- 15. North 71°57'36" West a distance of 46.25 feet;
- 16. Along a tangent curve to the right having a radius of 210.00 feet, an arc length of 95.00 feet and an internal angle of 25°55'10";
- 17. Along a tangent curve to the left having a radius of 290.00 feet, an arc length of 258.98 feet and an internal angle of 51°09'59":
- 18. South 82°47'36" West a distance of 120.00 feet;
- Along a tangent curve to the right having a radius of 260.00 feet, an arc length of 70.00 feet and an internal angle of 15°25'32";
- 20. Along a tangent curve to the left having a radius of 670.00 feet, an arc length of 110.00 feet and an internal angle of 09°24'24" to a point henceforth described as "Centerline Point B",

To the Point of Terminus, AND CONTAINING an area of 61,296 square feet (1.41 acres), more or less.

Together with,

## Segment C

A Beach Club Drive Easement lying within Parcel 1 of that certain #2015-870076, recorded September 24, 2015, Official Records of Douglas County, Nevada, described as follows:

BEGINNING at said "Centerline Point B", being the TRUE POINT OF BEGINNING;

## **EXHIBIT 'C'**

Thence the following seven (7) courses:

- 1. South 01°11'30" East a distance of 17.19 feet;
- 2. South 76°51'37" West a distance of 44.02 feet;
- 3. South 07°19'31" West a distance of 141.65 feet;
- 4. North 80°29'31" West a distance of 28.09 feet to west property line of parcel 1;
- 5. Along the west property line of parcel (1) North 00°42'39" East a distance of 181.59 feet;
- 6. Leaving the west property line of parcel (1) South 89°05'32" West a distance of 85.67 feet;
- 7. South 01°11'30" East a distance of 17.19 feet;

To the Point of Beginning, AND CONTAINING an area of 8,658 square feet (0.20 acres), more or less. Description Basis of Bearing:

The basis of bearings for this description is the southern property line of said Parcel 1 beginning at the southeastern corner being North 59°58'16" West a distance of 1744.33 feet (North 60°46'32" West a distance of 1744.35 feet per Document #2015-870076, recorded September 24, 2015, Official Records of Douglas County, Nevada). The basis of bearing was established from found monuments on the California - Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on parcel map Document #361489, Official Records of Douglas County, Nevada; from which a GLO brass cap monument stamped "1946" bears North 47°51'50" West a distance of 1751.52 feet.

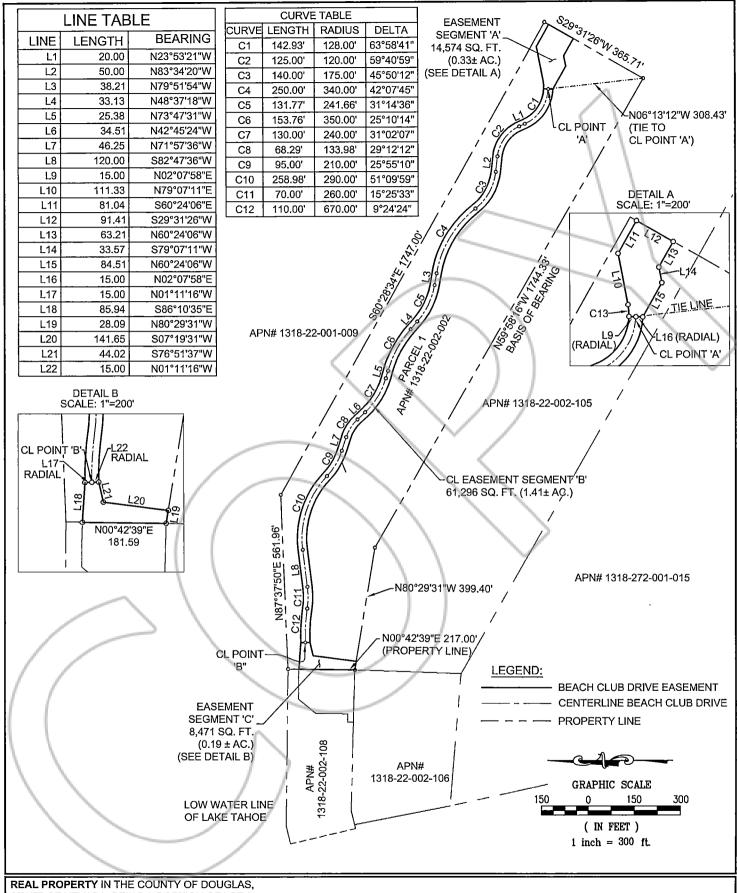
A portion of Douglas County Assessor's Parcel Number: APN# 1318-22-002-002

End of This Description

Prepared by: Welsh Hagen Associates

250 S. Rock Blvd., Suite 118

Reno, NV 89502 (775) 853-7776



REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF LOT 3 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M

EXHIBIT "D"
BEACH CLUB DRIVE EASEMENT

**NEVADA** 

#### **EXHIBIT 'E'**

## Turnaround Easement Legal Description

REAL PROPERTY in the County of Douglas, State of Nevada, being a portion of the Lot 3, within the North 1/2 of the Southwest 1/4 of Section 22 and the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 13 North, Range 18 East, M.D.B.&M. described as follows:

## Turnaround

A Turnaround Easement lying within Parcel 2 of that certain Document #787255, in Book 711, Page 5981, Official Records of Douglas County, Nevada, described as follows:

**Commencing** at the Northwest Corner of Parcel 1 as described in that certain Document #787255, in book 711, Page 5981, recorded July 29, 2011, Official Records of Douglas County, Nevada, South 00°42'39" West of 42.92' the **TRUE POINT OF BEGINNING**;

Thence the following seven (7) courses:

- 1. Leaving the west parcel line of said parcel 1 North 89°10'51" West a distance of 96.68 feet;
- 2. South 40°07'03" West a distance of 72.74 feet;
- 3. South 00°39'22" West a distance of 104.06 feet:
- 4. North 80°40'17" West a distance of 26.96 feet;
- 5. South 01°31'07" West a distance of 18.94 feet to the South Parcel line of said parcel 2;
- 6. Along Said Parcel line South 88°28'53" East a distance of 170.02 feet;
- 7. Leaving said parcel line (2) North 00°42'39" East a distance of 181.59 feet along said Parcel line 1;

To the Point of Beginning, AND CONTAINING an area of 25,031 square feet (0.57 acres), more or less. Description Basis of Bearing:

The basis of bearings for this description is the southern property line of said Parcel 1 beginning at the southeastern corner being North 59°58'16" West a distance of 1744.33 feet (North 60°46'32" West a distance of 1744.35 feet per Document #2015-870076, recorded September 24, 2015, Official Records of Douglas County, Nevada). The basis of bearing was established from found monuments on the California Nevada State Line (NAD83); one being a granite column with a General Land Office (GLO) brass cap, as shown on parcel map Document #361489, Official Records of Douglas County, Nevada; from which a GLO brass cap monument stamped "1946" bears North 47°51'50" West a distance of 1751.52 feet.

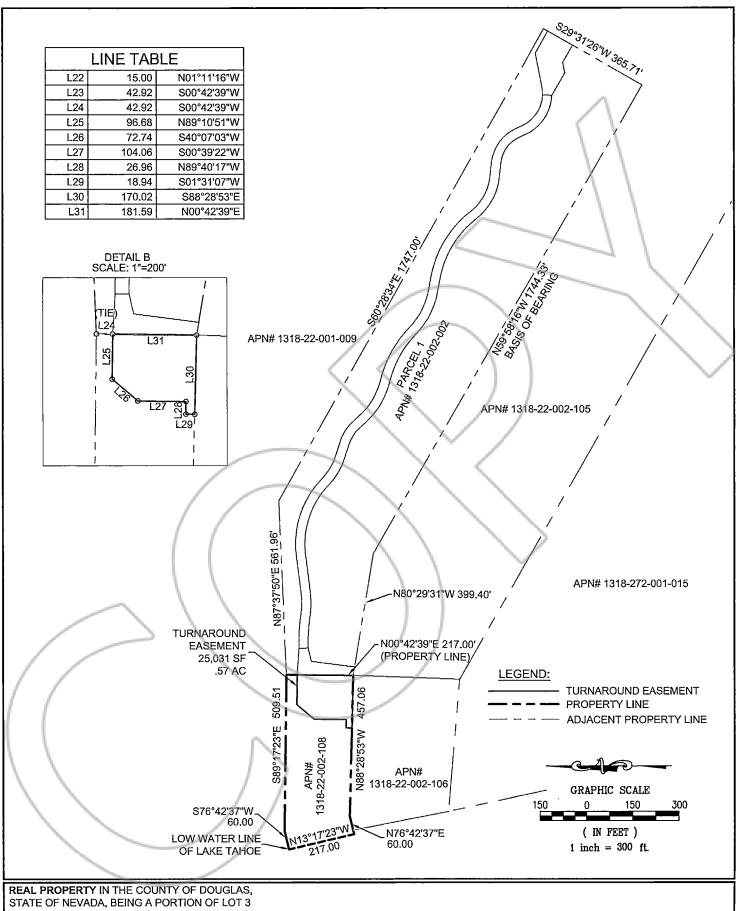
A portion of Douglas County Assessor's Parcel Number: APN# 1318-22-002-108

End of This Description

Prepared by: Welsh Hagen Associates

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Reno, NV 89502 (775) 853-7776



STATE OF NEVADA, BEING A PORTION OF LOT 3 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M

DOUGLAS COUNTY

EXHIBIT "F"
TURNAROUND EASEMENT

**NEVADA**