

When recorded mail to:
DNS Ventures
1480 Hwy 395
Gardnerville, NV 89410

98072207

**GRANT OF EASEMENT AND
DECLARATION OF COMMON DRIVE EASEMENT
RIGHTS AND RESPONSIBILITIES**

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS INCURRED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
WITH RESPECT TO ANY REAL PROPERTY DESCRIBED

STEWART TITLE OF DOUGLAS COUNTY

THIS INDENTURE and DECLARATION is made this 9th day of December, 1998,
by and between **DNS VENTURES, LTD.**, a Nevada Limited Liability Company
(hereinafter, "DNS"), and **PASQUALE and MARY CIOFFI** (hereinafter, "CIOFFI"),
the owners of two (2) parcels of property as described hereinbelow.

The declarations and covenants contained in this instrument are based
on the following factual recitals which constitute an integral part of this
agreement:

A. DNS is the owner of an unimproved parcel of land in Gardnerville,
Douglas County, Nevada (hereinafter, "Parcel A") and more particularly as
described as follows:

A portion of the Southeast 1/4 of Section 32, Township 13 North,
Range 20 East, M.D.B. & M., further described as follows:

Parcel 4-A, as shown on Parcel Map of Cowper Hamilton Building,
Inc., recorded December 13, 1985, in Book 1285, Page 958,
Document No. 128101, of Official Records of Douglas County,
Nevada. APN 1320-32-702-008.

B. CIOFFI is the owner of a certain parcel of land in Gardnerville,
Douglas County, Nevada (hereinafter, "Parcel B") and more particularly as
described as follows:

A portion of the Southeast 1/4 of Section 32, Township 13 North,
Range 20 East, M.D.B. & M., further described as follows:

Parcel 4-B, as shown on Parcel Map of Cowper Hamilton Building,
Inc., recorded December 13, 1985, in Book 1285, Page 958,

0456608

BK 1298PG3828

CIOFFI has constructed a commercial building on Parcel B which presently is used for a restaurant.

C. CIOFFI, as prior owners of both Parcels A and B, obtained a permit for occupancy of right-of-way from the Nevada Department of Transportation ("NDOT") and constructed an approach and common driveway for access to Highway 395, located at milepost marker 21.65, bearing permit number 20269 and dated June 19, 1991 (the "Encroachment Permit").

D. It is essential to the value of both Parcels A and B that the present and future rights and obligations of the parties regarding the maintenance and use of the common driveway be set forth.

NOW THEREFORE, the parties hereby agree as follows:

1. Presently there exists a paved driveway and approach providing access for both Parcels to Highway 395, the centerline of which is located on the property line between the two parcels, as more specifically set forth in that certain Record of Survey recorded concurrently herewith in the Official Records of the Douglas County Recorder (hereinafter, the "Survey"), which Survey is referred to and incorporated herein as though set forth fully. The Survey depicts the boundaries of the driveway and the right-of-way occupancy granted by NDOT.

2. The parties hereby grant to the other, for their benefit and of their successors and assigns or owners of their respective Parcels, a nonexclusive easement for common driveway purposes over that portion of their respective parcels consisting of a strip of land 173 feet in length

and 12.5 feet in width (for a total driveway width of 25 feet) and that portion of their respective parcels necessary for the approach radius from Highway 395 onto the parcels, as more particularly shown in the Survey (the "Driveway Easement"). The parties acknowledge that the Driveway Easement does and shall constitute legal access to Parcel A and shall be for the benefit of both the Parcels described above for ingress and egress.

3. The parties hereto acknowledge and agree that both parties as owners of the referenced Parcels, their successors and assigns, shall be obligated to maintain or repair the Driveway Easement (as depicted in the Survey) and shall work together to coordinate any repair, replacement or maintenance activities pertaining to the Driveway Easement so as to minimize expense and interference with the use of the Driveway Easement and their respective properties. The parcel owners will exercise reasonable care in their use and maintenance of the Driveway Easement so as to not cause more than normal wear and tear on the same.

4. Except as otherwise provided herein, each party to this agreement shall be responsible for the repair and maintenance of their properties to the center line of the Driveway Easement.

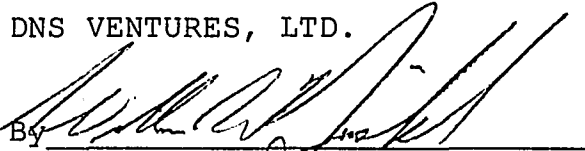
5. The rights and obligations created by this agreement shall be deemed to run with the land of the respective Parcels A and B and shall be for the benefit of and inure to the parties, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the respective parcels perpetually. The rights granted in this instrument shall not be further assignable by the parcel owners except

as an appurtenance to and in conjunction with the sale or subdivision of the respective Parcels A and B.

DONE THIS DAY AND YEAR FIRST WRITTEN ABOVE.

PARCEL A OWNER


DNS VENTURES, LTD.

By 
WILLIAM W. NICHOLS

PARCEL-B OWNERS


PASQUALE CIOFFI

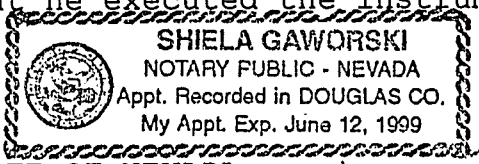
By 
RICK DeCARLO


MARY CIOFFI

[NOTARY ACKNOWLEDGMENT ON NEXT PAGE]

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

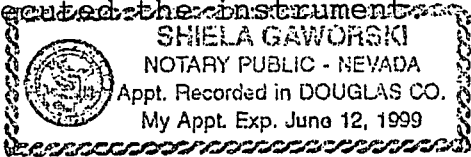
On DEC. 14, 1998, before me, a notary public, personally appeared WILLIAM W. NICHOLS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Shiela Gaworski
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

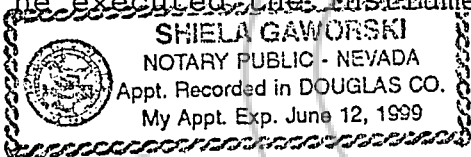
On DEC. 14, 1998, before me, a notary public, personally appeared RICK DeCARLO, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Shiela Gaworski
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

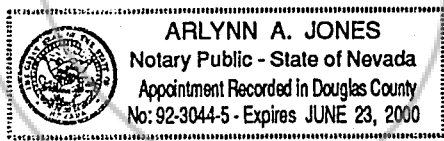
On DEC 14, 1998, before me, a notary public, personally appeared PASQUALE CIOFFI, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Shiela Gaworski
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On December 11, 1998, before me, a notary public, personally appeared MARY CIOFFI, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.



Arlynn A. Jones
Notary Public

RECORDING REQUESTED BY AND MAIL TO:

KELLY R. CHASE, ESQ.
P.O. BOX 2800
MINDEN NV 89423

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 DEC 15 P3:54