

APN 13-120-13

WHEN RECORDED RETURN TO:

Indian Hills Station, a Limited Part.

P.O. Box 3225

Incline Village, Nv. 89450

RECIPROCAL EASEMENT DECLARATION

This Declaration is made and entered into this 10th day of November 2000, by and between INDIAN HILLS STATION, limited partnership, hereinafter referred to as "Grantor" and INDIAN HILLS STATION, limited partnership, hereinafter referred to as "Grantee".

WITNESSETH

WHEREAS, the Grantor is owner of the parcels of real property described in Exhibit "A", which property shall hereinafter be referred to as the Easement Area: and

WHEREAS, the Grantor desires to grant unto the present and future owners and occupants of the property described in Exhibit "A", non-exclusive easements over and across the Easement Area.

EXHIBIT A Parcel 1 and Parcel 2 of Parcel Map LDA 00-028 for Indian Hills Station, limited partnership recorded in Book 1200, at Page 2643 as Document Number 505028

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, it is hereby agreed by and among the parties as follows:

- (1) **GRANT.** Grantor hereby grants unto the Grantee and unto the owners and occupants of the property described in Exhibit "A", for the following purposes:
- (a) Vehicular and pedestrian ingress and egress, driveway and drive aisle access.
 - (b) Vehicle parking;
 - (c) The installation and maintenance of utility lines and apparatus and related improvements, including, but not limited to, those required for the following services: gas, electricity, telephone, cable television, sanitary sewer, storm drains and street lighting; and
 - (d) The maintenance, repair and replacement of all driveway and parking areas, all landscaped areas, and all signs designating the Property as "Indian Hills Foodmart & Shopping Center".

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- (e) Payment for maintenance of shared areas to be as follows: Foodmart property, Parcel 1 of Exhibit "A", shall be responsible for payment of 25% of the cost of repairs, replacement, and maintenance to main access driveway from Mica Drive for a distance of 241.46 feet north. Shopping Center property, Parcel 2 of Exhibit "A", shall be responsible for payment of 75% of the cost of repairs, replacement, and maintenance to the storm drain system and sand/oil separator tanks located underground at the S/E corner of Foodmart property.

(2) **Relocation.** The Grantor reserves and shall have the right, from time to time, to relocate all or a portion of the improvements and associated easements as same may exist, from time to time, and to widen, lengthen, or rearrange all or a portion of the Easement as might be necessary from time to time.

(3) **Other Uses.** The Grantor reserves, and shall have the right, from time to time to:

- (a) Utilize the Easement Area, as same may exist from time to time, for purposes of beautification of surrounding areas, and other properties owned by the Grantor; and
- (b) Utilize the Easement Area, as same may exist from time to time, for installation thereof of directional signs, and for promenades, landscaped and grassed area, street lighting and other like improvements, as the same may be constructed or placed thereupon, from time to time, in the sole discretion of the Grantor; Provided, however, that the exercise of the rights reserved by Grantor shall not unreasonably interfere with the use of the Easement Area by the parties entitled to the use thereof.

(4) **Binding Agreement.** The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, and parties referred to above, and their respective heirs, legal representatives, successors and assigns.

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

INDIAN HILLS STATION,
LIMITED PARTNERSHIP

By: INDIAN HILLS FOODMART, INC.,
It's General Partner

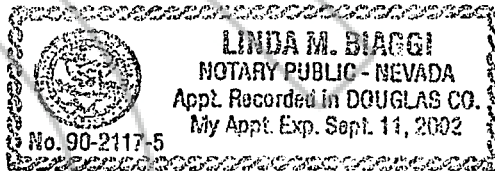
Ginger S. Bartley Stoner Pres.
By: Ginger S. Bartley Stoner, President

State of Nevada

ss.

County of Douglas

On this 21st day of November, 2000, personally appeared before me, a Notary Public, Ginger S. Bartley Stoner, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged to me that she executed above instrument.



REQUESTED BY
RO Anderson Engineering
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 DEC 14 PM 2: 34

LINDA SLATER
RECORDER

\$ 9.00 PAID *[Signature]* DEPUTY

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