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ASSESSOR'S PARCEL NO's.
1320-32-801 &
1320-32-025

✓ WHEN RECORDED MAIL TO
Chris MacKenzie, Esq.
P.O. Box 646
Carson City, NV 89702

REQUESTED BY
Peter Beekhof
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC -8 PM 12:38

WERNER CHRISTEN
RECORDER

20⁰⁰ PAID *KJ* DEPUTY

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF
RECIPROCAL EASEMENT AGREEMENT

THIS MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT (the
"Memorandum of Agreement") is entered into this 8 day of DECEMBER,
2004, by and among WILLIAM LOUIS HUSSMAN and HELEN ELIZABETH HUSSMAN,
Trustees of THE WILLIAM LOUIS AND HELEN ELIZABETH HUSSMAN FAMILY TRUST
AGREEMENT, dated August 30, 1982 ("HUSSMAN TRUST"), MARK HUSSMAN, an
unmarried man; and PATRICIA D. CLARK and JAY D. MARRIAGE (collectively "CLARK &
MARRIAGE").

RECITALS:

WHEREAS, HUSSMAN TRUST and MARK HUSSMAN are the owner of a
certain parcel of real estate located in Douglas County, Nevada, identified by the Douglas County
Assessor as 1320-32-801-021 and the affected area being set forth in the Reciprocal Access
Easement Map attached hereto as Exhibit "B" and incorporated herein by this reference
("HUSSMAN Parcel"); and

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WHEREAS, CLARK & MARRIAGE are the owners of a certain parcel of real estate located in Douglas County, Nevada, identified by the Douglas County Assessor as 1320-32-801-025 and the affected area being set forth in Exhibit "B" attached hereto and incorporated herein by this reference ("CLARK & MARRIAGE Parcel"); and

WHEREAS, HUSSMAN TRUST, MARK HUSSMAN and CLARK & MARRIAGE, by this Memorandum of Agreement, desire to create certain reciprocal access easements over and across certain portions of HUSSMAN TRUST Parcel and CLARK & MARRIAGE Parcel, as designated in Exhibits "A" and "B," attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived herefrom, HUSSMAN TRUST, MARK HUSSMAN (collectively "HUSSMAN") and CLARK & MARRIAGE have hereby agreed as follows:

1. The parties hereby grant to each other a mutual, reciprocal and nonexclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress upon the roadway constructed within the easement delineated in Exhibit "A" and running through the HUSSMAN Parcel and the CLARK & MARRIAGE Parcel. The easements, rights and privileges granted hereby shall be for the benefit of and be restricted solely to the owner or owners of any portion of the HUSSMAN Parcel and the CLARK & MARRIAGE Parcel, but such owner or owners may grant the benefit of such easements, rights and privileges to its tenants or affiliates, now or hereinafter occupying all or a portion of said Parcels for the period of such tenancy, and to the guests and invitees of said owner or owners and tenants or affiliates; provided, however, the same is not intended, and shall not be construed as creating,

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any rights in and for the benefit of the general public. The easements, rights and privileges hereinbefore granted shall be used and enjoyed in such a manner as to cause the least possible interference with the use, conduct and operations on the respective burdened Parcels.

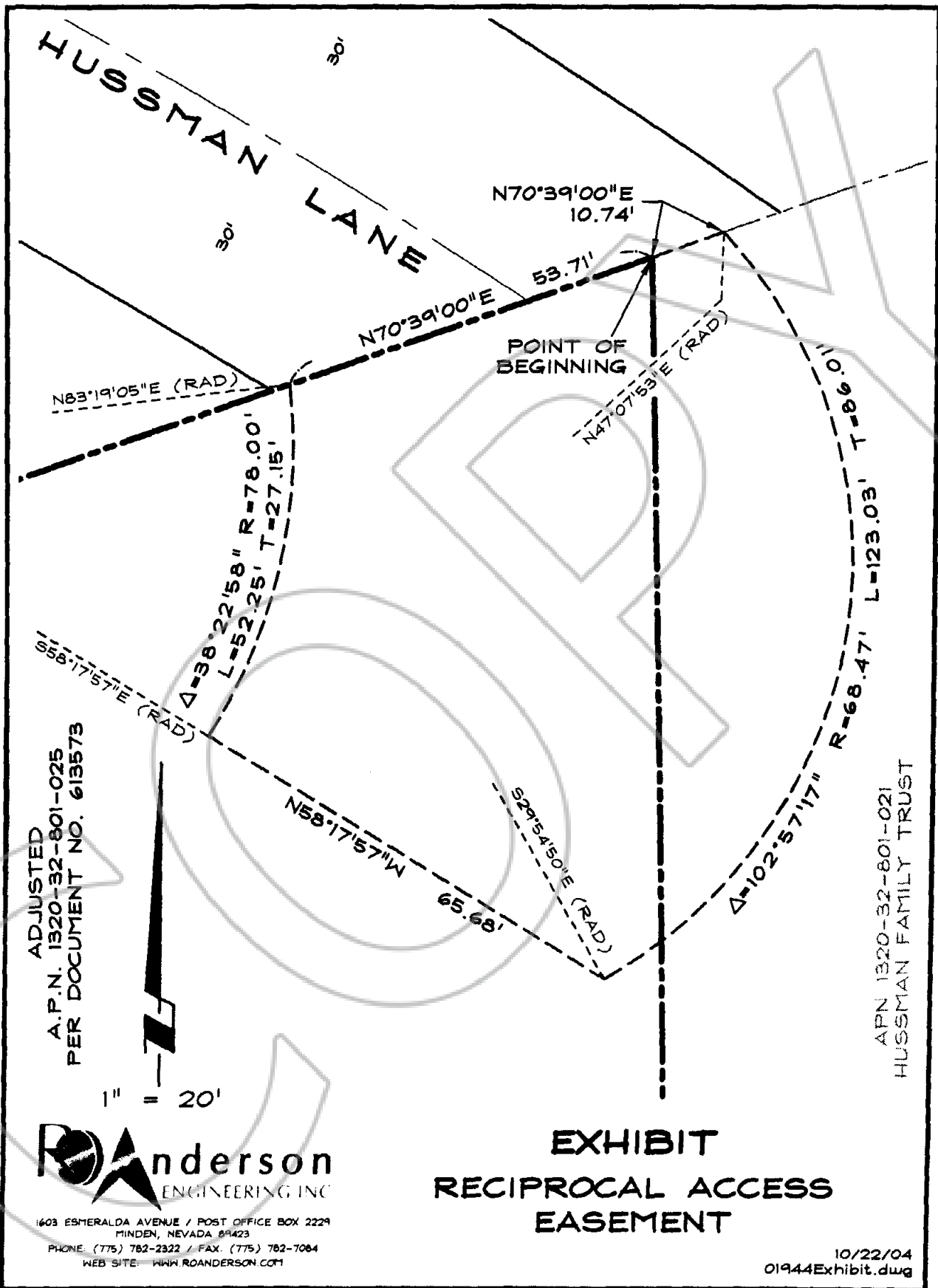
2. The parties agree that no barriers, fences, curbs, walls, ditches, barricades or other structures or impediments will be erected on or anywhere within the easements delineated in Exhibit "A," attached hereto, so as to unreasonably burden or interfere with or in any way prevent vehicular and pedestrian traffic from freely passing through the easements. Notwithstanding anything to the contrary contained herein, this Memorandum of Agreement shall not be interpreted to prohibit: (i) additional development and/or relocation of structures on, or use of, the HUSSMAN Parcel and/or the CLARK & MARRIAGE Parcel, from time to time; or (ii) the alteration or reduction of paved or unpaved areas designated for traffic within the easements; in each case so long as reasonable access is maintained between and through the HUSSMAN Parcel and the CLARK & MARRIAGE Parcel.

3. The parties agree that the routes of access granted by the reciprocal easements herein are subject to change by the owner or owners of the respective servient estates. Such a change of route of access may be through a point or points outside the area of easements delineated in Exhibit "A," attached hereto, so long as said change continues to provide reasonable access to each respective dominant estate across each respective servient estate.

4. Each grantee owner of the reciprocal easements set forth herein shall be responsible for maintaining, in a good state of repair, consistent with the uses as contemplated herein, the area of easement on the respective servient estate.

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Anderson
ENGINEERING INC

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5. The easements created and granted hereby shall be subject to existing easements and shall be easements and covenants running with the land, and shall inure to the benefit of, and be binding upon, the HUSSMAN TRUST, MARK HUSSMAN and CLARK & MARRIAGE, and all future owners of all or any portion of the HUSSMAN Parcel and the CLARK & MARRIAGE Parcel, their respective heirs, successors and assigns and all persons claiming under them.

6. The parties hereto intend for this Memorandum to be recorded with the Douglas County Recorder's Office to reflect the Reciprocal Access Easement created herein and hereby in the record title to the respective Parcels.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first above written.

"HUSSMAN"

"HUSSMAN TRUST"

THE WILLIAM LOUIS AND HELEN
ELIZABETH HUSSMAN FAMILY TRUST
AGREEMENT, dated August 30, 1982

By: William Louis Hussman
WILLIAM LOUIS HUSSMAN,
Trustee

By: Helen Elizabeth Hussman
HELEN ELIZABETH HUSSMAN,
Trustee

Mark Hussman
MARK HUSSMAN

"CLARK & MARRIAGE"

Patricia D. Clark
PATRICIA D. CLARK

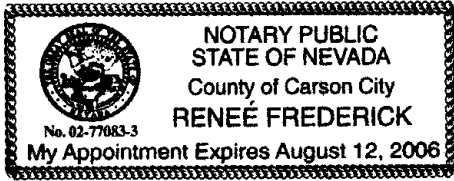
Jay D. Marriage
JAY D. MARRIAGE

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STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

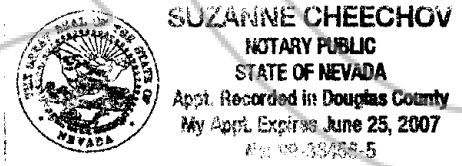
On 12/8/04, 2004, personally appeared before me, a notary public, JAY D. MARRIAGE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that he executed the foregoing document.



Renee Frederick
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On 12/7/, 2004, personally appeared before me, a notary public, MARK HUSSMAN, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that he executed the foregoing document.



Suzanne Cheechov
NOTARY PUBLIC

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