

OFFICIAL RECORD

Requested By:
P W RAMSDEN

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 7 Fee: 20.00
BK-0506 PG- 2365 RPTT: 0.00



Assessor's Parcel Number: 1320,04,001,044
1320,04,001,045
1320,04,001,043

Recording Requested By:

Name: P.W. RAMSDEN

Address: 2838 HEYBOURNE RD.

City/State/Zip MINDEN, NV. 89423

Real Property Transfer Tax: \$ _____

RECIPROCAL ACCESS AND PARKING AGREEMENT.

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

AGREEMENT FOR RECIPROCAL ACCESS AND PARKING EASEMENTS

This Agreement is entered into by and between MILES PARTNERS, LLC, a Nevada limited-liability company, (First Party) on the one hand; and LOT 18 BUSINESS PARKWAY ASSOCIATION, a Nevada non-profit cooperative corporation, (Second Party) on the other hand.

RECITALS

A. First Party is the owner of Lots 42 and 43 in the Carson Valley Business Park, Douglas County, Nevada, as more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Second Party is the owner of the common area for Lot 18-E in the Carson Valley Business Park, Douglas County, Nevada, as more particularly described on Exhibit B, attached hereto and incorporated herein.

C. The Exhibit A and Exhibit B properties are adjacent, and each has current access to a public road, and each has or will have improved paved parking lots and internal circulation and street access for vehicles.

D. First Party and Second Party desire to provide for the connection of these parcels in order to have free access between said properties for vehicular access and parking, and to satisfy development requirements imposed by Douglas County.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, First Party and Second Party agree as follows:

1. First Party hereby grants a nonexclusive easement across its Exhibit A property in favor of Second Party and its Exhibit B property and the Members of Second Party who have the right to use the Exhibit B property, as further described in Paragraph 3 herein, and as more generally shown on Exhibit C attached hereto and incorporated herein.

2. Second Party hereby grants a nonexclusive easement across its Exhibit B property, in favor of First Party and its Exhibit A property, as further described in Paragraph 3 herein, and as more generally shown on Exhibit C attached hereto and incorporated herein.

3. The easements granted herein are nonexclusive and are reciprocal, and are for the purpose of ingress and egress and parking by motor vehicles. The easements are in gross, and encompass all parking and circulation improvements on the Exhibit A and Exhibit B properties as is more generally shown on Exhibit C attached hereto and incorporated herein.

4. Each party, as owner of the Exhibit A or Exhibit B properties, covenants to maintain its property in good condition and repair in order to effectuate the purpose of this reciprocal grant of easement rights. Neither party shall have any obligation to maintain or repair, or to contribute to the maintenance or repair of the property owned by the other party.



5. Each party covenants to maintain general liability insurance on its property against all risks, and to provide insurance to cover the users of the easements granted herein. Each party will provide proof of such insurance to the other party upon request therefor.

6. The benefits and burdens of this Agreement and the easements created herein are covenants running with the land, and are irrevocable benefits and burdens to the Exhibit A and Exhibit B properties.


7. This Agreement and the burdens and benefits contained herein are binding on the grantees, successors, and assigns of the Exhibit A and Exhibit B properties, or any portion thereof or interest therein. The Easement shall inure to the benefit of owners of all portions of the properties, in the event of subdivision.

8. 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. Each party waives their right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

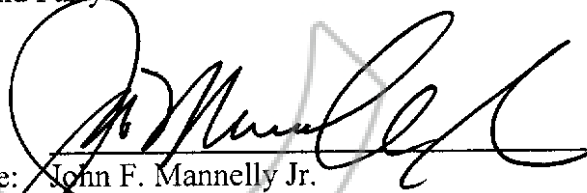
9. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

MILES PARTNERS, LLC
First Party

By: 
Name: William D. Miles
Title: Manager
Date: 5-4-06

LOT 18 BUSINESS PARKWAY ASSOCIATION
Second Party

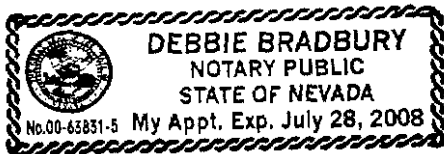
By: 
Name: John F. Mannelly Jr.
Title: President
Date: 5-4-06

NOTARIAL CERTIFICATES FOLLOW ON SEPARATE PAGE.

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On May 4, 2006, before me, personally appeared WILLIAM D. MILES, personally known to me, or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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 instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

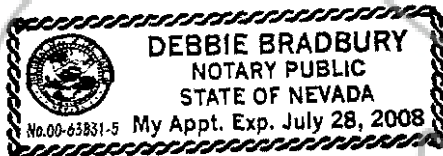


Debbie Bradbury
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On May 4, 2006, before me, personally appeared John F. Mannelly, Jr., personally known to me, or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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 instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Debbie Bradbury
Notary Public

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EXHIBIT A
LEGAL DESCRIPTION

Order No.: 050503013

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

Being a portion of block K as shown on the Final Map #1015-2 for Carson Valley Business Park Phase 2, recorded in the office of the Douglas County Recorder, Ste of Nevada, on September 3, 1998, in book 998, at page 562, as File No. 448664, Official Records further described as follows:

Lot 42 AND 43 as set forth on record of Survey #7 for CARSON VALLEY BUSINESS PARK, PHASE 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on July 27, 2004 u Book 0704, page 11907, as Document No. 619925, and by Certificate of Amendment recorded November 2, 2004 book 1104,. Page 1057, Document No. 0628226, Official Records of Douglas County, Nevada.

APN's 1320-04-001-044 (Lot 42) and 1320-04-001-045 (lot 43)



EXHIBIT B
LEGAL DESCRIPTION

Lot 18-E in Block J of that certain Record of Survey No. 3 for CARSON VALLEY BUSINESS PARK, PHASE 2, recorded in the office of the Douglas County Recorder, State of Nevada on June 8, 1999 in Book 699 at page 1862 as Document No. 469914, which is a parcel contained within the Final Map No. 1015-2 CARSON VALLEY BUSINESS PARK, PHASE 2, RECORDED ON SEPTEMBER 3, 1998 IN BOOK 998 AT page 562 as Document No. 448664 of Official Records.

APN: 1320-04-001-043



EXHIBIT C

GENERAL REMARKS
 LOT 18 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 LOT 19 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 LOT 20 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 LOT 21 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 LOT 22 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 LOT 23 - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 ALL 4 BELONGS - SHOWN FOR REFERENCE - NOT TO BE CONSIDERED AS PART OF THIS PROJECT
 WATER PROVIDED BY S&W - SEE PARALLEL SPACES REFERENCED - SEE PROVIDED

