

APNs: 1320-33-401-034;
1320-33-401-035; &
1320-33-401-053



KAREN ELLISON, RECORDER

When recorded return to:
James R. Cavilia, Esq.
Allison MacKenzie, Ltd.
402 N. Division Street
Carson City, Nevada 89703

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

DECLARATION OF RECIPROCAL DRAINAGE EASEMENT

This Declaration of Reciprocal Drainage Easement (“Declaration”) is made on this 30 day of September, 2019 by and between LEKUMBERRY, LLC, a Nevada limited liability company (“Lekumberry”) and SEE HORSE I, LLC, a Nevada limited liability company (“See Horse”).

RECITALS:

A. Lekumberry is the fee simple owner of that certain parcel of real property located in Douglas County, Nevada, which is more particularly described in Exhibit A attached hereto and incorporated by this reference as if fully set forth herein (the “Parking Property”).

B. Lekumberry is also the fee simple owner of that certain parcel of real property located in Douglas County, Nevada, adjacent to the south of Parking Property which is more particularly described in Exhibit B attached hereto and incorporated by this reference as if fully set forth herein (the “JT Property”).

C. See Horse is the fee simple owner of that certain parcel of real property located in

Douglas County, Nevada, adjacent to the north of the Parking Property, which is more particularly described in Exhibit C attached hereto and incorporated by this reference as if fully set forth herein (the "See Horse Property"). Collectively the Parking Property, the JT Property and the See Horse Property are referred to as the "Properties".

D. As part of the development of the Parking Property as a parking lot, the parties desire to reserve, convey and establish certain rights, privileges, burdens, and benefits of the Properties in connection with creating a nonexclusive reciprocal drainage easement among the Parking Property, the JT Property and the See Horse Property.

NOW, THEREFORE, Lekumberry and See Horse reserve, declare, establish, create and grant over the Parking Property, the JT Property and the See Horse Property for the benefit of the owner of each of the Properties a non-exclusive, private easement for the purpose of drainage from each of the Properties to and across the others. Such drainage shall not interfere with the current, commercial retail uses of the JT Property and the See Horse Property or with the use of the Parking Property as a parking lot. This private, non-exclusive easement is solely for the benefit of the Parking Property, the JT Property and the See Horse Property and shall run with the land and shall be binding upon and shall inure to the benefit of the owners of such Properties, their heirs, successors and assigns.

For the purposes of this Declaration, "Owner" means, in the singular and plural, as the case may be, any persons or entities owning from time to time fee simple title to all or a portion of the Properties, and their successors and assigns. Notwithstanding the foregoing, none of the easements created in this Declaration are intended to create any rights to the public.

The rights, agreements, duties, obligations and easements set forth in this Declaration shall run with the land, binding upon and benefitting and burdening the Owners of the Properties and

every portion of the Properties, and their successors, assigns and legal representatives. Any transferee of any portion of the Properties shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Declaration relating to the Properties to the extent of such transferee's interest in the transferred portion of the Properties, and the transferor shall upon completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership, if any.

This Declaration may be amended only by a written instrument executed by: (i) the Owners and (ii) the holders of all mortgages on the Properties or any portion of the Properties.

The laws of Nevada shall govern this Declaration. Any provision of this Declaration which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions of this Declaration.

The parties have executed this Declaration of Reciprocal Drainage Easement the day and the year set forth above.

LEKUMBERRY, LLC
a Nevada limited liability company

SEE HORSE I, LLC
a Nevada limited liability company

By: Jean Baptiste Lekumberry
Jean Baptiste Lekumberry
Manager

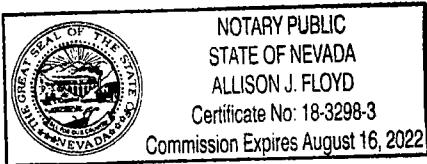
By: Michael E. Pegram
Michael E. Pegram, Manager

By: Marie Louise Lekumberry
Marie Louise Lekumberry
Manager

STATE OF NEVADA)
 : ss.

COUNTY OF Douglas)

On Sept 30, 2019, Jean Baptiste Lekumberry, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the Manager of Lekumberry, LLC, a Nevada limited liability company, and who acknowledged to me that he executed the foregoing Declaration of Reciprocal Drainage Easement on behalf of said entity.

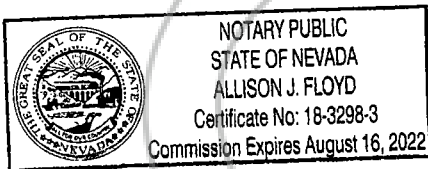


Allison J. Floyd
NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF Douglas)

On Sept 27, 2019, Marie Louise Lekumberry, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the Manager of Lekumberry, LLC, a Nevada limited liability company, and who acknowledged to me that she executed the foregoing Declaration of Reciprocal Drainage Easement on behalf of said entity.

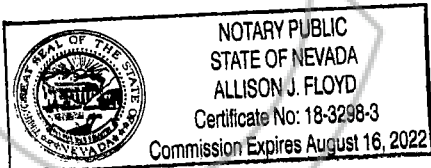


Allison J. Floyd
NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF Douglas)

On Sept. 26, 2019, Michael E. Pegram, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the Manager of See Horse I, LLC, a Nevada limited liability company, and who acknowledged to me that he executed the foregoing Declaration of Reciprocal Drainage Easement on behalf of said entity.



Allison J. Floyd
NOTARY PUBLIC

Order No.: 01803838-RLT

EXHIBIT A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Being a portion of the South 1/2 of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.&M., further described as follows:

BEGINNING at a point on the Southwesterly line of Main Street in the Town of Gardnerville, Nevada, said point being 195 feet Southeasterly from the intersection of the Southwesterly line of Main Street with the Southeasterly line of School Street;

Thence Southeasterly along the Southwesterly line of Main Street a distance of 82 feet to the Southeasterly line of the property conveyed to A. Jensen by deed recorded March 5, 1900, in Book L, Page 218, Deed Records, Douglas County;

Thence South 44°28' West along said Southeasterly line, a distance of 229.8 feet, more or less, to the Southwesterly line of a parcel of land conveyed to Arendt Jensen by deed recorded December 1, 1891, in Book I, Page 39, Deed Records, Douglas County;

Thence North 45°10' West along said Southwesterly line a distance of 82 feet to the Southeasterly line of the property conveyed to H.J. Jepsen and wife by Deed recorded February 10, 1940, in Book V, Page 383, as Document No. 6390, Deed Records, Douglas County;

Thence North 44°28' East along said Southeasterly line a distance of 229.8 feet, more or less, to the POINT OF BEGINNING.

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Document No. 587443 is provided pursuant to the requirements of Section 6.NRS 111.312.

Exhibit "B"

An undivided one-half (1/2) interest in those certain lots, pieces, or parcels of land situate, lying, and being in the county of Douglas, state of Nevada, and more particularly described as follows:

All that certain parcel of real property, located in Douglas County, state of Nevada, commonly referred to as 1426 U.S. Highway 395, Gardnerville, and more particularly described as follows:

PARCEL NO. 1:

Beginning at the intersection of the Southwesterly line of Main Street with the Northwesterly line of Eddy Street, in the Town of Gardnerville, County of Douglas, Nevada, which point is further described as bearing North 47°40'47" West 637.63 feet from the so-called Dettling Monument in said Town of Gardnerville, being Corner No. 1; thence South 45°44' West along the Northwesterly line of Eddy Street 229 feet, more or less, to the line of what is known as the Selkirk or Record-Courier property, being Corner No. 2; thence North 44°59' West along the line of said Selkirk or Record-Courier property 112.23 feet, more or less, to the line of the Frey or Midland Garage lot, as described in the deed recorded July 13, 1945, in Book X of Deeds, at Page 244, Douglas County, Nevada, records, being Corner No. 3; thence North 45°44' East along the line of said Frey or Midland Garage lot 124 feet, more or less, to the West corner of that parcel conveyed by John Haunsaras, et al to Valley Insurance and Realty Co., by deed dated March 30, 1955, and recorded April 1, 1955, in Book B-1 of Deeds, at Page 318, Douglas County, Nevada, records, being Corner No. 4; thence South 44°59' East along the Southwesterly line of said parcel 50 feet to the South corner of said Valley Insurance and Realty Co., parcel being Corner No. 5; thence North 45°44' East along the Southeasterly line of said parcel 105.00 feet to the East corner of said parcel, being Corner No. 6; thence South 44°59' East along the Southwesterly line of Main Street 62.23

feet to the Corner No. 1, to the POINT OF BEGINNING.

PARCEL NO. 2:

That certain piece of parcel of land situate in the County of Douglas, State of Nevada, that is described as follows:

Commencing at the intersection of the Southwesterly line of Main Street with the Northwesterly line of Eddy Street in the Town of Gardnerville, Douglas County, Nevada, which point is further described as bearing North 47°40'47" West a distance of 637.63 feet from the so-called Dettling Monument in said Town of Gardnerville; thence North 44°59' West along said Southwesterly line of Main Street a distance of 62.23 feet to the TRUE POINT OF BEGINNING of the parcel herein described; thence South 45°44' West a distance of 105.00 feet to a point; thence North 44°59' West a distance of 50.00 feet to a point; thence North 45°44' East a distance of 105.00 feet to an intersection with the above-mentioned Southwesterly side of Main Street; thence South 44°59' East along said Southwesterly side of Main Street a distance of 50.00 feet to the POINT OF BEGINNING.

Being A.P.N. 1320-33-401-035

The above legal description appeared previously in that certain title report recorded in the office of the County Recorder of Douglas County, Nevada on July 31, 1995 as Document No. 367264 of Official Records.

EXHIBIT C

1877-017
09/10/19

**SEE HORSE I, LLC
(A.P.N. 1320-33-401-053)**

A parcel of land being that certain 46,037 square-foot parcel as shown on the Record of Survey for CMS International filed for record November 14, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 527646, EXCEPTING therefrom that parcel of land granted to Patricia Lynn Gage from The Holder Group Sharkey's, LLC per Grant Deed filed for record August 29, 2006 in said office of Recorder as Document No. 683231, further described as follows;

BEGINNING at the northerly corner of said 46,037 square-foot parcel, said point being the intersection of the westerly line of U.S. Highway 395 and the southerly line of Gilman Avenue;

thence along said westerly line of U.S. Highway 395, South 44°54'00" East, 195.64 feet to the easterly corner thereof;

thence leaving said westerly line of U.S. Highway 395, South 45°33'06" West, 221.32 feet to the southerly corner thereof;

thence North 45°08'18" West, 192.50 feet to a point on said southerly line of Gilman Avenue;

thence along said southerly line of Gilman Avenue, North 44°44'26" East, 222.12 feet to the POINT OF BEGINNING containing 43,028 square feet or 0.99 acres, more or less.

The Basis of Bearing of this description is identical to the Record of Survey for CMS International filed for record November 14, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 527646.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
P.O. Box 2229
Minden, Nevada 89423