

1882590

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:
Stephen F. Meyer
Prairie Shopping Center, LLC
c/o Parkwood Business Properties
700 Ironwood Drive, Suite 300
Coeur d'Alene, ID 83814

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____
Glacier Partners

2004 JUN 16 P 4: 23

DANIEL J. ENGLISH

DEPUTY

FEES _____

30-

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of MARCH, 2004,
by and between Prairie Shopping Center, LLC (hereinafter called "PSC"), and Kootenai
Shoshone Area Libraries, (hereinafter called "KSAL").

WITNESSETH:

WHEREAS, PSC is the record owner of that certain real property in Kootenai
County, State of Idaho, described in Schedule "I," attached hereto and incorporated
herein by reference ("the PSC Property");

WHEREAS, KSAL is the record owner of that certain real property in Kootenai
County, State of Idaho, described in Schedule "II," attached hereto and incorporated
herein by reference ("the KSAL Property");

WHEREAS, the map of the parcels and common areas is Schedule III, attached
hereto and incorporated herein by reference.

WHEREAS, In July, 1997, the KSAL Board authorized PSC to "pave, light,
paint, and maintain the parking area to the west of the Hayden Branch". Subsequently,
PSC did build the parking lot and maintains it.

WHEREAS, The parties hereto desire to create cross use easement rights between
the parcels;

WHEREAS, The parties each have the unrestricted right to grant the easements,
hereinafter described;

NOW, THEREFORE, the parties hereto agree as follows:

1. Grants of Reciprocal Easements.

1.1 Ingress and Egress:

Handwritten note:
6 x 4
2/25/04
Meyer

1882590

PSC and KSAL, respectively, as grantor, hereby grants to the other party, its respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, as grantee, for the benefit of the KSAL Property and the PSC Property, respectively, which grant shall be appurtenant to and running with the benefited Property, a perpetual, nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Property.

1.2 Utility Lines and Facilities:

(a) PSC and KSAL, respectively, as grantor, hereby grant to each other, as grantee, for the benefit of the KSAL Property and the PSC Property, respectively, a nonexclusive easement under, through and across that portion of the Common Area of the grantor's Property for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located on the KSAL Property or the PSC Property). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the common areas for ingress and egress by vehicular and pedestrian traffic or with the normal operation of any business located on the KSAL Property or the PSC Property. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the common area resulting from such use and shall provide as-built plans for all such facilities to the grantor upon which such utility lines and facilities are located with thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time either party shall have the right to relocate on its own Property any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the Property of such party, provided that any such relocation (i) shall be performed on after thirty (30) days' notice of the party's intention to undertake the relocation shall have been given to the other party or any other owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the other party or any Owner or occupant of any part of the KSAL Property or the PSC Property, and (v) shall provide for the

1882590

original and relocated area to be restored to the original specifications. The party performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the other party and to the owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(c) Each party agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Easement.

2. Maintenance.

2.1 Maintenance.

PSC shall maintain the parking lot on the library land shown in Schedule III.

2.2 Individual Responsibility.

Notwithstanding the provisions of Section 2.1, each party is solely responsible for any particular damage caused to the common area by the offending party, the party's agents or the party's contractors and shall proceed with due diligence to make such repair.

3. Indemnification

PSC agrees to indemnify and hold KSAL harmless from any liability for any property damages or personal injury claim, of any description, arising out of the lease of premises by PSC, which result from the negligence of PSC and its employees, officers and/or agents. PSC agrees to indemnify and hold KSAL harmless from any liability which results from the negligence of PSC.

4. Duration and Termination of Agreement.

This Agreement and the obligations hereunder shall exist for fifty years, except as provided below, and both the benefit and burden of the Agreement shall be appurtenant to and run with the PSC Property and the KSAL Property. Neither Party is authorized to withdraw from the Agreement, and the Agreement may only be terminated by mutual agreement of the parties.

5. Successors and Assigns.

Both the burden and the benefit of this Agreement shall extend to the heirs, successors and assigns of the parties hereto or the parties mutually agree to terminate this Agreement. It is the intent of the parties hereto to create a

1882590

continuing obligation on the part of each landowner, present or future, including any additional Parties resulting from any further division of the existing lots comprising the PSC Property and the KSAL Property.

6. Notices.

Notices under this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the PSC is located. All notices to Landlord or Tenant shall be sent to the person and address set forth below:

KSAL: Kootenai Shoshone Area Libraries
Attn: Library Directors
8385 N. Government Way,
Hayden, Idaho 83835

PSC: Prairie Shopping Center, LLC
c/o Parkwood Business Properties
Attn: Charlie Nipp and Steve Meyer
700 Ironwood Drive, Suite 300
Coeur d'Alene, Idaho 83814

7. Modification.

No amendment to or modification of this Agreement shall be valid unless the same shall be in writing, signed by the parties, who are then bound by the terms hereof, and recorded in the Official Records of Kootenai County, Idaho.

8. Breach – Equitable Relief.

The parties acknowledge that the uses provided by this Agreement are unique and that money damages alone for breach of this Agreement are inadequate. Any party aggrieved by a breach of the provisions hereof may bring an action at law or a suit in equity to obtain relief, including specific performance, injunctive relief and any other available equitable remedy. Time and strict performance are of the essence of this Agreement.

9. Attorney's Fees.

In the event suit or action is instituted for a declaration of rights hereunder or to enforce any of the provisions of this Agreement, the parties agree to pay the cost of such sums as the trial court may adjudge as attorney's fees to be awarded the prevailing party. If any appeal is taken from any judgment or decree, the

1882590

parties agree to pay further attorney's fees and costs as may be adjudged reasonable by any appellate court and awarded the prevailing party.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs legal representatives.

11. Prior Easements and Encumbrances.

These Easements are granted subject to all prior easements or encumbrances of record, if any.

12. Prior Agreements.

This Agreement supersedes and replaces all written and oral agreements heretofore made or existing by or on behalf of the parties.

13. True Consideration.

The true consideration for this conveyance is \$-0-; however, the consideration consists of the mutual promises and other value given by this Agreement.

THIS AGREEMENT is effective this 10 day of MARCH, 2004.

PSC:
Prairie Shopping Center, LLC
Members:

KSAL:
Kootenai Shoshone Area Libraries

BY: Stephen F. Meyer
Stephen F. Meyer, Member

BY: Richard Carson
Richard Carson,
Chairman, Board of Trustees

or

BY: Charles R. Nipp
Charles R. Nipp, Member

1882590

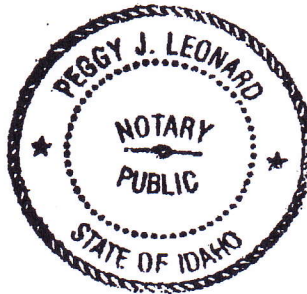
STATE OF Idaho)
) ss.
County of Kootenai)

On this 13 day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen F. Meyer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, AS member of Prairie Shopping Center, LLC.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

04-03-2008



Peggy Leonard
Notary Public in and for the
State of Idaho
Residing at Dalton Hardens

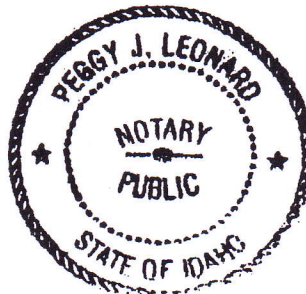
STATE OF Idaho)
) ss.
County of Kootenai)

On this 13 day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles R. Nipp, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, AS member of Prairie Shopping Center, LLC.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

04-03-2008



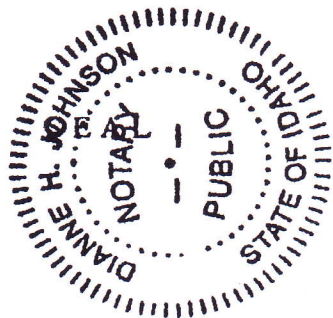
Peggy Leonard
Notary Public in and for the
State of Idaho
Residing at Dalton Hardens

1882590

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

On this 10th day of March, 2004 before me, Dianne H. Johnson, a notary public, personally appeared before me, Richard Carson,

and satisfactorily proved 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 that he (she) (they) are the same, ^{as} ~~the~~ chairman of Kootenai Shoshone Area Libraries.



Dianne H. Johnson
Dianne H. Johnson
Notary Public
Residing at Hayden, ID

Commission Expires 5/26/06

1882590

Schedule I

CLIENT: Steve Meyer
DESCRIPTION: Prairie Shopping Center
DATE: December 10, 1996 (Revised March 6, 1997)

A portion of the Southeast 1/4 of Section 23, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at a found Brass Cap monumenting the Southeast Corner of said Section 23; thence along the southerly line of the Southeast 1/4 of said Section 23 North 89°25'26" West 1225.42 feet to the easterly right-of-way of U.S. Highway 95; thence leaving said southerly line along said easterly right-of-way North 05°48'20" East 53.02 feet to the REAL POINT OF BEGINNING;

thence continuing along said right of way North 05°48'20" East 1226.03 feet;
thence leaving said easterly right-of-way South 89°21'05" East 429.98 feet;
thence South 04°00'45" West 170.55 feet;
thence South 89°21'05" East 267.12 feet;
thence South 01°00'34" West 410.06 feet;
thence South 89°13'37" East 386.65 feet to the proposed westerly right of way of Government Way;

thence along said right of way the following courses and distances:

South 00°59'30" West 255.80 feet;
thence North 89°29'50" West 26.02 feet;
thence South 00°59'30" West 213.04 feet;
thence South 52°37'46" East 35.30 feet;
thence South 00°59'30" West 129.20 feet;

thence leaving said proposed westerly right of way along the proposed northerly right of way of Prairie Avenue the following courses and distances:

North 89°25'26" West 360.00 feet;
thence North 00°34'34" East 1.50 feet;
thence North 89°25'26" West 459.50 feet;
thence South 00°34'34" West 20.70 feet;
thence North 89°25'26" West 360.57 feet to the REAL POINT OF BEGINNING.

Comprising 24.86 acres, more or less, subject to all existing easements and rights-of-way of record or appearing on said tract.

1882590

Schedule II

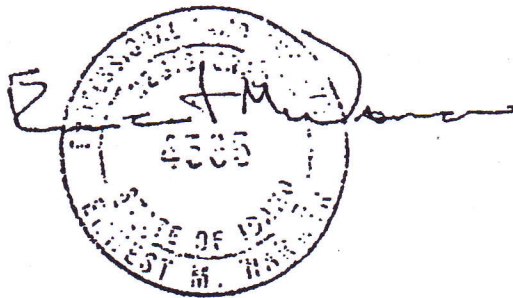
CLIENT: Steve Meyer
DESCRIPTION: Library Parking Description
DATE: April 2, 1998

A portion of the Southeast 1/4 of Section 23, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at an Aluminum Cap monumenting the Southeast Corner of said Section 23; thence along the easterly line of the Southeast 1/4 of said Section 23 North $00^{\circ}59'30''$ East 691.08 feet; thence leaving said easterly line North $89^{\circ}13'37''$ West 430.05 feet; thence North $01^{\circ}00'34''$ East 410.06 feet to a point on the southerly line of the Consolidated Free Library District tract, also known as Tax No 16472 (as described in Instrument No 1364526, records of Kootenai County Idaho), said point being the REAL POINT OF BEGINNING;

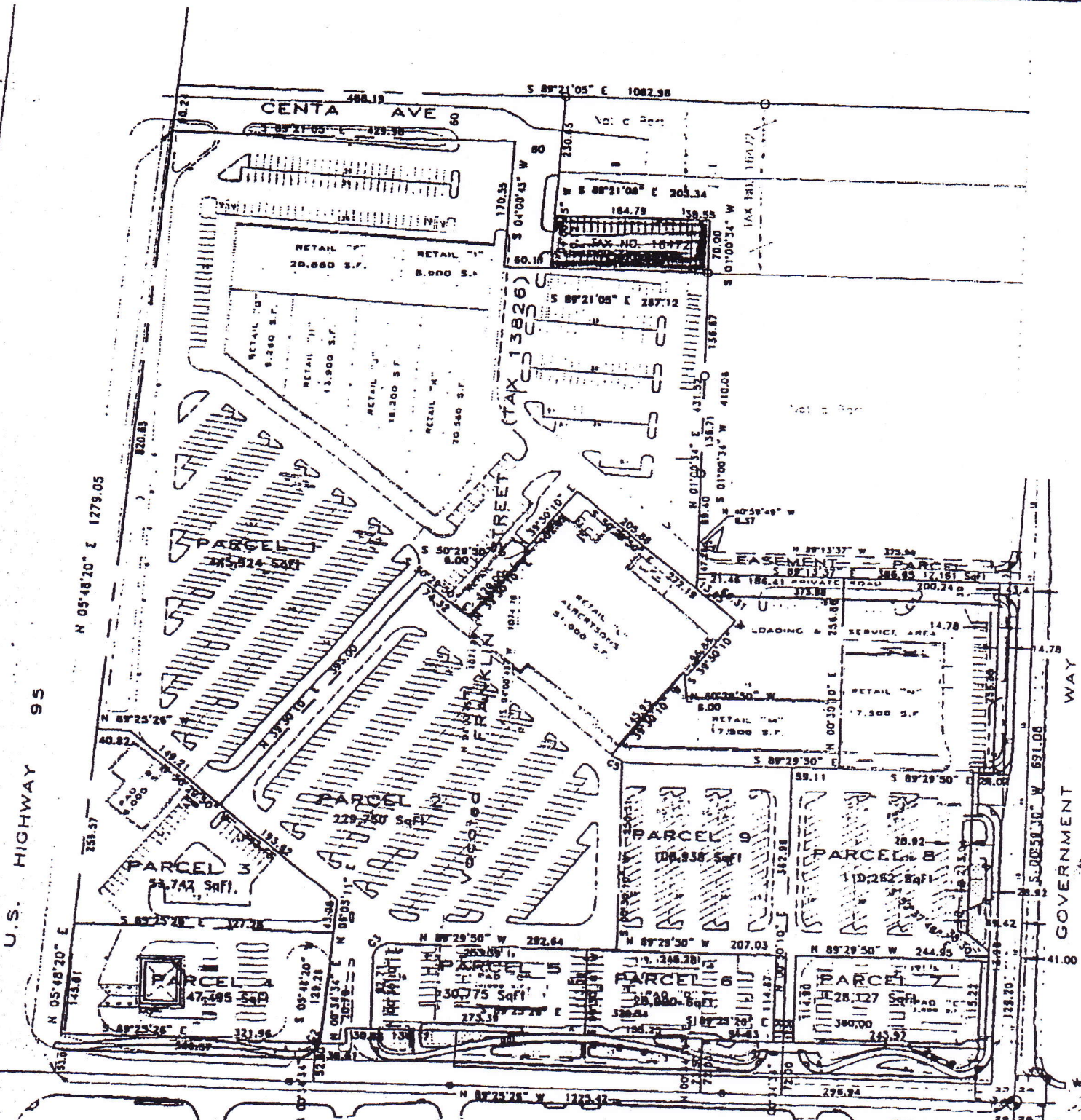
thence along the boundary of said Tax No 16472 the following courses and distances:
North $89^{\circ}21'05''$ West 207.01 feet;
thence North $04^{\circ}00'45''$ East 70.12 feet;
thence South $89^{\circ}21'05''$ East 164.79 feet;
thence leaving the boundary of said Tax No 16472, South $89^{\circ}21'05''$ East 38.55 feet;
thence South $01^{\circ}00'34''$ West 70.00 feet to the REAL POINT OF BEGINNING.

Comprising 14,362 square feet, more or less, subject to all existing easements and rights-of-way of record or appearing on said tract.



4-6-98

1882590



U.S. HIGHWAY 95

GOVERNMENT WAY

PRAIRIE AVENUE

CURVE	DELTA NOT USED	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1						
C2	34°35'43"	30.00	18.11	17.84	9.34	N 23°04'38" E
C3	90°00'00"	20.00	31.42	28.28	20.00	S 45°30'10" W
C4	34°37'15"	36.08	21.80	21.47	11.24	S 58°18'29" E
C5	18°07'15"	50.00	15.81	15.75	7.97	S 61°25'13" E