

MUTUAL PARKING AGREEMENT

THIS AGREEMENT made and entered into this 17 day of October, 1963, by and between CHRIS-JC, INC., a Nevada corporation, hereinafter sometimes referred to as "First party" and MARKET WHOLE-SALE GROCERY CO., a California corporation, hereinafter sometimes referred to as "Second party".

WHEREAS, First party is the owner of record of that certain parcel of land sometimes hereinafter referred to as "Parcel one" situate in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows:

BEING that portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 25, Township 20 South, Range 60 East N D B & K, described as follows:

Blom

COMMENCING at the Northeast corner of said Section 25; thence South 0° 41' 40" East along the East line thereof a distance of 781.00 feet; thence North 89° 59' 01" West a distance of 70.00 feet to the true point of beginning; thence continuing North 89° 59' 01" West a distance of 735.96ft.; thence South 0° 41' 40" East 349.17 feet; thence South 89° 59' 01" East a distance of 735.96 feet; thence North 0° 41' 40" West 348.86 feet to the true point of beginning.

WHEREAS, Second party is the owner of record of that certain parcel of land sometimes hereinafter referred to as "Parcel 2", situate in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows:

WONDER WORLD

BEING that portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 25, Township 20 South, Range 60 East N D B & K, described as follows:

COMMENCING at the Northeast corner of said Section 25; thence South 0° 41' 40" East along the East line of the Northeast Quarter (NE $\frac{1}{4}$) thereof, a distance of 190.00 feet; thence North 89° 57' 34" West a distance of 70.00 feet to the true Point of Beginning; thence continuing North 89° 57' 34" West a distance of 735.96 feet; thence South 0° 41' 40" East a distance of 591.00 feet; thence South 89° 57' 34" East a distance of 735.96 feet; thence North 0° 41' 40" West a distance of 591.00 feet to the True Point of Beginning.

WHEREAS, said above described Parcel 1 and Parcel 2 be adjacent and contiguous to each other and are the sites of shopping centers either operating or under construction.

WHEREAS, Second party has leased Parcel 2 to WONDER WORLD, INC., a Nevada corporation, said Corporation is presently operating WONDER WORLD DISCOUNT STORE on said site.

WHEREAS, Second party has entered into a sales contract

MAIL TO:
CHRIS-JC INC
46 JOE H. DONALD
1429 Commerce St
LAS VEGAS, NV

Submitted at City Council

Date 6/20/63

with Herbert E. Hartfelder relative to the sale of Parcel 2, said contract having been recorded August 1, 1963, as Document No. J74822, Clark County, Nevada Records.

WHEREAS, CHRIS-JC, INC. is constructing a building approximately 100000 square feet in area on Parcel 1, wherein space will be leased to a large number of retail establishments.

WHEREAS, it is to the mutual best interests of the owners and/or operators of the shopping facilities located on parcels 1 and 2 to enter into a mutual parking agreement so as to provide the patrons and customers of the retail establishments on parcels 1 and 2 adequate and convenient parking with a free flow and pattern of traffic between parcels one and two as if the two parcels were the site of a single, undivided shopping center.

NOW THEREFORE, in consideration of the mutual covenants and promises, it is agreed between the parties as follows:

1. First party and lessees of Second party or their successors in interest agree to devise and put in operation a master parking plan for parcels one and two. Said plan will be devised by a committee of two (2) to be made up of a representative from First party and a representative of lessees of Second party, said committee shall control the parking for the entire area so as to work to the mutual advantage of all parties hereto and their respective tenants, lessees or sub-lessees. Said parking plan shall provide for approximately 1,500 car spaces with adequate and safe roadways, entrance and exit ways, and driveways.

First party agrees, and by this instrument grants to Second party, its lessees or successors a non-exclusive easement for the use of the parking area located on Parcel one. Second party agrees, and by this instrument grants to First party, a non-exclusive easement for the use of First party, its tenants or lessees and their successors in interest, to the parking area located on Parcel two.

Said easements shall be for the non-exclusive use of the tenants, lessees, sub-lessees, customers and patrons of the various retail establishments located on Parcels one and two.

It is agreed by the parties hereto that an insurance policy or policies shall be maintained insuring the lessors, lessees, their tenants, lessees or sub-lessees against liability for injuries to persons occurring in or about said joint parking area. The liability under such insurance to be not less than \$500,000.00 for any one person injured or \$1,000,000.00 for any one accident or \$50,000.00 for property damage. Cost of said policy or policies shall be divided equally by the First party and lessees of Second party.

2. First party for itself, its successors and assigns, does covenant and agree to and with Second party, its successors and assigns, and to and with all persons now or hereafter deriving an interest in this covenant, to provide parking spaces with suitable roadways, exits, entrances, and driveways for the use of the owners and/or operators, their tenants, lessees or sub-lessees of the various retail establishments as shown on Exhibit "A" attached hereto. It is the intention of First party that it impose a burden on Parcel one for the benefit of Parcel two for a period of fifty (50) years from the date hereof.

3. Second party for itself, its successors or assigns does covenant and agree to and with First party, its successors and assigns, and to and with all persons now or hereafter deriving an interest in this covenant to provide parking spaces with suitable roadways, exits, entrances and driveways for the use of the owners and/or operators, their tenants, lessees or sub-lessees and patrons of the various retail establishments located on Parcels one and two as shown on Exhibit "A" attached hereto. It is the intention of Second party to impose a burden on Parcel two for the benefit of Parcel one, for a period of fifty (50) years from the date hereof.

4. It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the land above described as parcels one and two, and all subsequent owners and occupants thereof.

5. First party hereby agrees to indemnify Wonder World, Inc. against any suit or claim for termination of lease brought and instituted against Wonder World, Inc. by Lee Bros., Inc., their successors or assigns, arising out of a possible breach of the agreement relative to parking spaces contained in the lease between Wonder World, Inc. and Lee Bros., Inc., whether such suit or claim be rightfully or wrongfully brought or instituted, and in case suit shall be brought, First party shall be at liberty to employ an attorney of its own selection to appear and defend the suit in its behalf at the expense of First party.

That particular portion of said lease dated October 17, 1963 is attached hereto and marked Exhibit "B".

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date first above mentioned.



Lee Bros., Inc.
Title

MARKET WHOLESALE GROCERY CO.
Title

BY [Signature]
Title

BY [Signature]
Title

In consideration of the benefits to be derived from this mutual parking agreement and other consideration, receipt of which is hereby acknowledged, the undersigned, as lessee of MARKET WHOLESALE GROCERY CO., does hereby consent to the terms of this Agreement and joins as a party to the Agreement for that purpose.

In witness whereof, the parties have signed and sealed this agreement on the date first above mentioned.

WONDER WORLD, INC.
BY [Signature]
Title

BY [Signature]
Title

In consideration of the benefits to be derived from this Mutual Parking Agreement and other consideration, receipt of which is hereby acknowledged, the undersigned as contract purchaser of Parcel two, described above, does hereby consent to the terms of this Agreement and joins as a party to the agreement for that purpose.

In Witness Whereof, the parties have signed and sealed this Agreement on the date first above mentioned.

Herbert E. Hartfelder
 Herbert E. Hartfelder

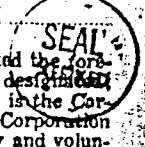
STATE OF NEVADA

County of CLARK

On this 17th day of October 1963

personally appeared before me Julia M. Kerr a Notary Public
 in and for said County and State, Harry Gleeman and Dave Silverman

known to me to be the Vice President and Secretary of the Corporation that executed the foregoing instrument, and upon oath, did each depose that he is the officer of said Corporation as above described; that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.



(Notarial Seal)

Julia M. Kerr
 Notary Public in and for said County and State
 My Comm. No. 1000

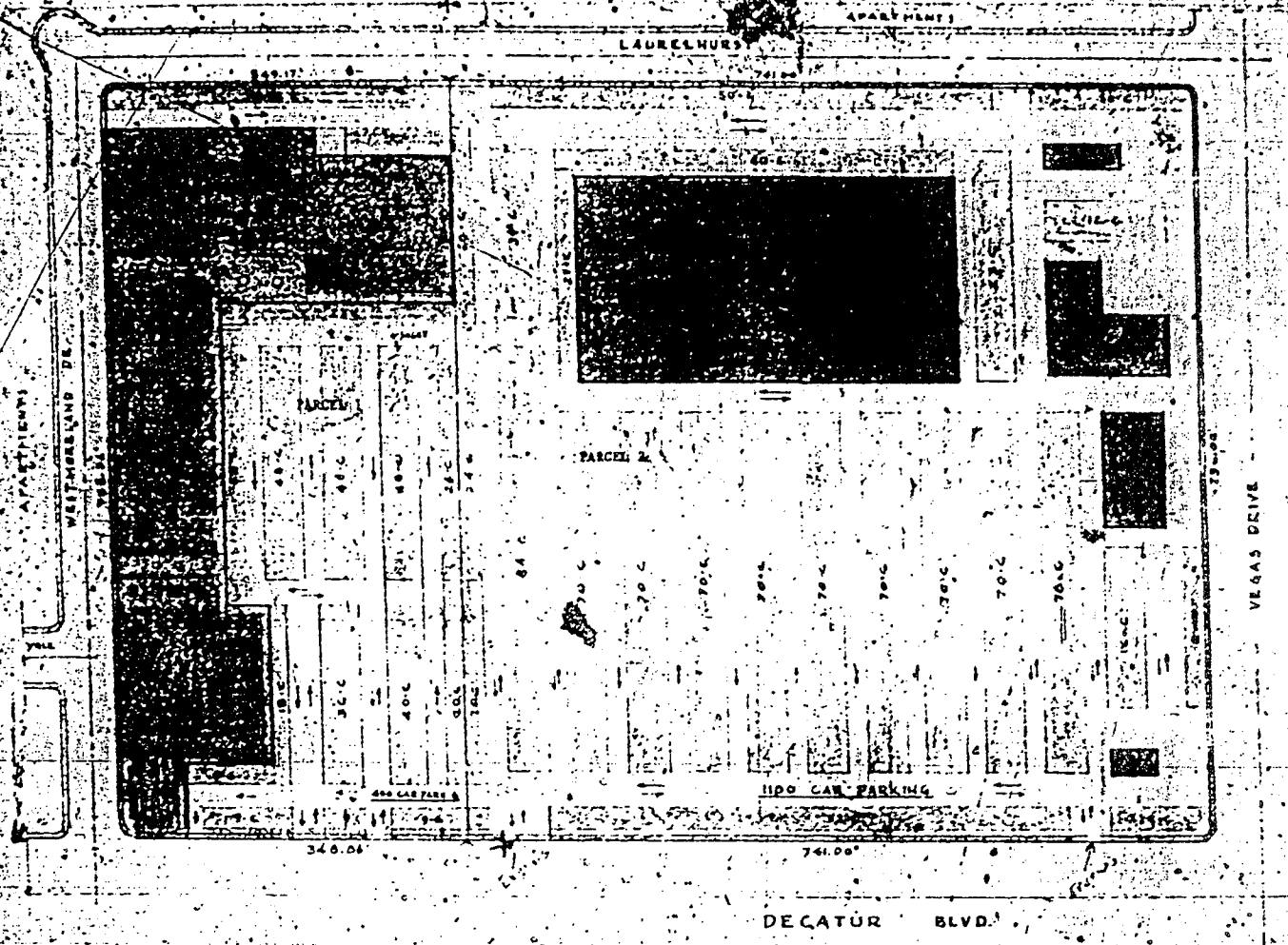


Exhibit A

DECATUR SHOPPING CENTER
 104,800 S.F. - 400 CAR PARKING

- | | | |
|-------------------|---------------------|--------------------|
| 0 - RESTAURANT | 12 - CLEANERS | 27 - AUTO AC. |
| 1 - BAKERY STORE | 13 - OFFICE BLDG. | 28 - BAKERY |
| 2 - DRY CLEANING | 14 - SHIRTWORK SHOP | 29 - CONFECTIONERY |
| 3 - GARDEN SUP. | 15 - STORE | 30 - MARKET |
| 4 - GROCERY STORE | 16 - FOOD MARKET | |
| 5 - HOME DEPOT | 17 - DRUG | |
| 6 - HOME STORE | 18 - DR. OFFICE | |
| 7 - HOME STORE | 19 - STORE | |
| 8 - HOME STORE | 20 - STORE | |
| 9 - HOME STORE | 21 - STORE | |
| 10 - HOME STORE | 22 - STORE | |
| 11 - HOME STORE | 23 - STORE | |
| 12 - HOME STORE | 24 - STORE | |
| 13 - HOME STORE | 25 - STORE | |
| 14 - HOME STORE | 26 - STORE | |
| 15 - HOME STORE | 27 - STORE | |
| 16 - HOME STORE | 28 - STORE | |
| 17 - HOME STORE | 29 - STORE | |
| 18 - HOME STORE | 30 - STORE | |
| 19 - HOME STORE | 31 - STORE | |
| 20 - HOME STORE | 32 - STORE | |

LEGAL DESCRIPTION

BEING THAT SOUTHERN 349.17' PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TOWNSHIP 20, SOUTH, RANGE 60 EAST, M.D.B. & M., AND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK AND STATE OF NEVADA.

SITE PLAN

SCALE 1/800 S.I. = 1' 0"



Exhibit A

EXHIBIT "B"

1 Excerpts from Sub-Lease Agreement between WONDERWORLD, INC.,
 2 a Nevada corporation, hereinafter called "Sub-Lessor", and
 3 LEE BROS. MARKETS OF NEVADA, INC., a Nevada corporation,
 4 hereinafter called "Sub-Lessee" and dated September 17, 1962.

5 Excerpt (D) taken from page 2, lines 6 through 25 of aforementioned

6 (D)

7 "Sub-Lessor agrees to provide, at no cost to Sub-Lessee,
 8 and maintain during the term of this Sub-Lease and any renewal
 9 thereof, a parking area over the major portion of said real
 10 property described in Exhibit "A" other than that occupied by
 11 said building and immediately adjacent leased loading and delivery
 12 areas, which parking area shall be paved, marked, properly
 13 drained, and adequately lighted, with necessary access roads,
 14 and ready for use, at the commencement of the term hereof. Said
 15 parking area will at all times be maintained by Sub-Lessor so
 16 as to provide available parking area at least three (3) times as
 17 great as the area occupied by said building and by any other
 18 building or structure which may be constructed upon said real
 19 property described in Exhibit "A". Sub-Lessor agrees that
 20 during the term of this Sub-Lease, Sub-Lessee and its customers
 21 will have non-exclusive easement over all of said parking area
 22 for the purpose of parking, and for ingress to and egress from
 23 the demised premises, and Sub-Lessee and its customers will like-
 24 wise have a non-exclusive easement over all of the lobby area
 25 and main entrance of said building for the purpose of ingress to
 26 and egress from the demised premises. Sub-Lessor agrees that it
 27 shall not maintain more than twelve (12) slot machines in such
 28 lobby area, nor a snack bar larger than 8' x 33'.

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Excerpt (2) from page 15, paragraph 15 of the aforementioned Sub-Lease Agreement:

(2)

"15. Sub-Lessor shall, at its expense, provide and maintain the following services, and Sub-Lessee shall pay therefor as follows:

(a) Parking Area Maintenance. Sub-Lessor, at its own expense, shall keep clean and maintain in good order, condition and repair during the term of this Sub-Lease and any renewal thereof and manage and provide reasonable security measures for the parking area hereinbefore referred to over all of said real property described in Exhibit "A" other than that occupied by buildings and Sub-Lessee's loading and delivery areas, and shall keep said parking area adequately lighted at all times when lighting is necessary and Sub-Lessee's store is open for business."

392752

NO. RECORDED AT THE REQUEST OF

Joseph J. McDonald

OCT 24 4 43 PM '63

OFFICIAL RECORDS BOOK NO. 487

CLARK COUNTY, NEVADA

PAUL A. BROWN, RECORDER

Paul A. Brown
DEPUTY

Joseph J. McDonald
ATTORNEY AT LAW
1000 N. WASHINGTON ST.
LAS VEGAS, NEVADA

ASSUMPTION OF MUTUAL PARKING AGREEMENT AND INDEMNITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Thrifty Realty Company, a California corporation, hereby assumes all of the terms, covenants and conditions contained in a Mutual Parking Agreement by and between Chris Jo., Inc., a Nevada corporation and Market Wholesale Grocery Co., whose interest was conveyed to Arden-Mayfair, Inc., formerly known as Arden Farms Co., and simultaneously herewith conveyed by Arden-Mayfair, Inc. to Herbert E. Bartfelder, and by Herbert E. Bartfelder to Thrifty Realty Company, dated October 17, 1963 and recorded as Instrument No. 392752, Official Records, Clark County, Nevada, on the part of Market Wholesale Grocery Co., its successors and assigns, therein to be kept and performed, to all intents and purposes. Thrifty Realty Company agrees to indemnify Herbert E. Bartfelder from and against all loss, liability, claims, damage, and expense incurred by Herbert E. Bartfelder for events arising hereafter under said Mutual Parking Agreement.

Dated December 16, 1974

THRIFTY REALTY COMPANY

By [Signature]
L.H. STRAUS, President

By [Signature]
Secretary
JAMES T. HAIGHT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 16th day of December, 1974, personally appeared before me, CAROLINE STANTON, a Notary Public in and for said County and State, L.H. STRAUS, known to me to be the President, and JAMES T. HAIGHT, known to me to be the Secretary of the Corporation that executed the foregoing

Assumption of Lease, and upon oath, did depose that they are the officers of said Corporation as above designated, that they are acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation, that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures, and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]

Notary Public in and for said County and State

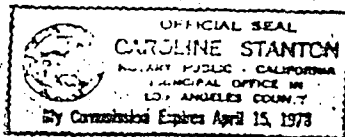
440517

OFFICIAL RECORDS UNIT NO. 481
RECORDED AT REQUEST OF

TITLE INSURANCE AND TRUST CO.

Dec 16 4 42 PM '74

CLERK COUNTY CLERK
1000 2000 2000



[Signature]
Title Insurance and Trust Company
54853