

# Exhibit A

established in this Agreement; provided, however, such Communication Equipment shall be reasonably set back from the front of the building or other structure upon which it is placed to reduce visibility thereof. As used herein, the term "Communication Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cabling.

5. **Restrictions.**

5.1 **Restrictions on Parcels 1 and 2.** Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 **Prohibited Uses.** So long as the Tractor Supply Lease is in effect, Parcel 1 shall not be used for any of the Prohibited Uses. The Prohibited Uses shall include:

(a) any use for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (i) tractor and equipment repair and maintenance supplies; (ii) farm fencing; (iii) livestock gates; (iv) livestock feeding systems; (v) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (vi) western wear and boots; (vii) outdoor work wear (similar to and specifically including Carhartt products) and boots; (viii) horse and rider tack and equipment; (ix) bird feed, housing and related products; (x) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (xi) hardware; (xii) power tools; (xiii) welders and welding supplies; (xiv) open and closed trailers; (xv) 3-point equipment; and, (xvi) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "Restricted Products"). Nothing contained in this Agreement shall prevent any user on Parcel 1 from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such user to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such user (including one-half (1/2) of the aisle space adjacent to any display area).

5.3 **General Use Restrictions.** No part of either Parcel shall be used for any of the following uses:

(i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) biological or hazardous waste incineration, (iv) scrap material accumulation, storage or sales, (v) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other Hazardous Materials, (vi) a cement or asphalt plant, (vii) a crematorium, (viii) a dry cleaning plant or central laundry facility, (ix) the manufacture, storage, distribution, production, sale or any use involving pornographic materials or items, (x) any establishment featuring nude, topless or partially-clad dancing, (xi) a night

**435930**

club or dance hall, (xi) hotel or motel, (xii) massage parlor, provided, however, that this restriction will not prohibit the operation of a therapeutic massage establishment, e.g. Massage Envy or therapeutic massage services that are an ancillary service to an otherwise permissible use, (xiii) a so called "second hand" or surplus store, pawn shop, flea market, swap meet or junk yard, (xiv) check cashing facility, (xv) car wash, automobile repair work, automotive service, automobile body shop or gas station, (xvi) automobile, mobile home or truck leasing or sales, (xvii) tavern, bar or other establishment whose annual gross sales (or projected annual gross sales) from the sale of alcoholic beverages for on premises consumption exceeds 50% of the gross sales for such business; provided, however, that this restriction will not prohibit the operation of a brew pub type establishment, e.g. Gordon Biersch Rock Bottom Brewery, Granite City Brewery or another similar establishment, (xviii) amusement park, carnival, fair, or other establishment facility including video game room, pool hall, arcade, indoor children's recreational facility or other amusement center (provided, however, that incidental interactive kiosks, games and equipment related to the otherwise permitted primary use of an owner, occupant or tenant will not be prohibited hereunder), (xix) any manufacturing, assembling, distribution, warehouse or office use (except as incidental to a retail operation), (xx) funeral parlor, or (xxi) drug paraphernalia store, "headshop" or medical cannabis dispensary.

6. Insurance.

6.1 Insurance Requirements. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof), and Tractor during the continuance of the Tractor Supply Lease, as additional insureds. Tractor (in the event Tractor becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

6.2 Waiver of Subrogation. The Owners and Permittees each hereby waive any rights one may have against the other on account of any loss or damage occasioned to an individual Owner or Permittee, or its respective property, either real or personal, arising from any risk generally covered by liability insurance and from any risk covered by property insurance then in effect. In addition, the Owners and Permittees, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners and Permittees. It is the intent of the parties that with respect to any loss from a named peril required to be covered under a policy of property insurance, the parties shall look solely to their respective insurance company for recovery. The foregoing waivers of subrogation shall be operative only so long as available in the state where the Property is situated and provided further that no policy of insurance is invalidated thereby.

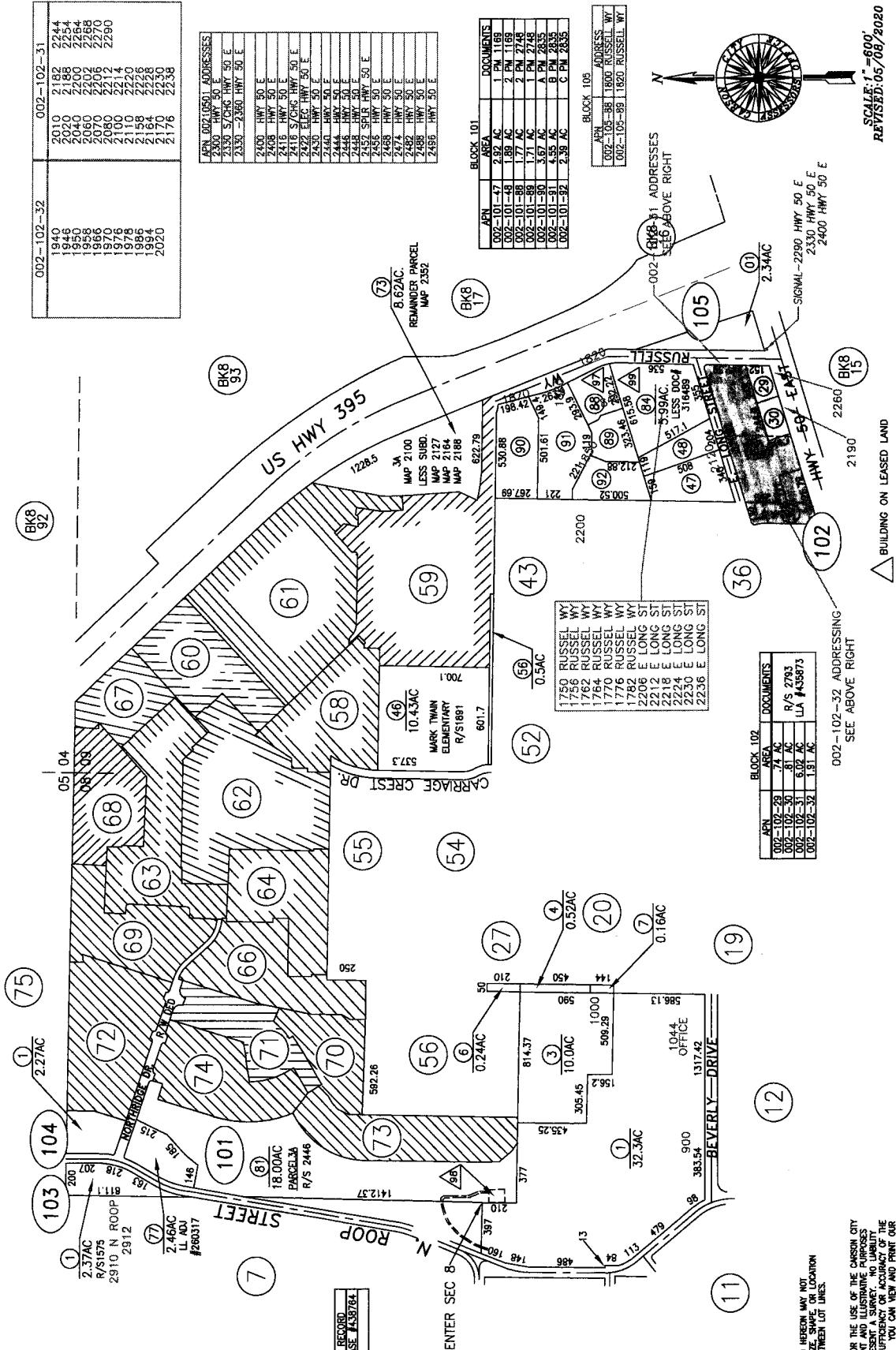
7. Taxes and Assessments. Each Owner shall pay or cause to be paid all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

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8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels.

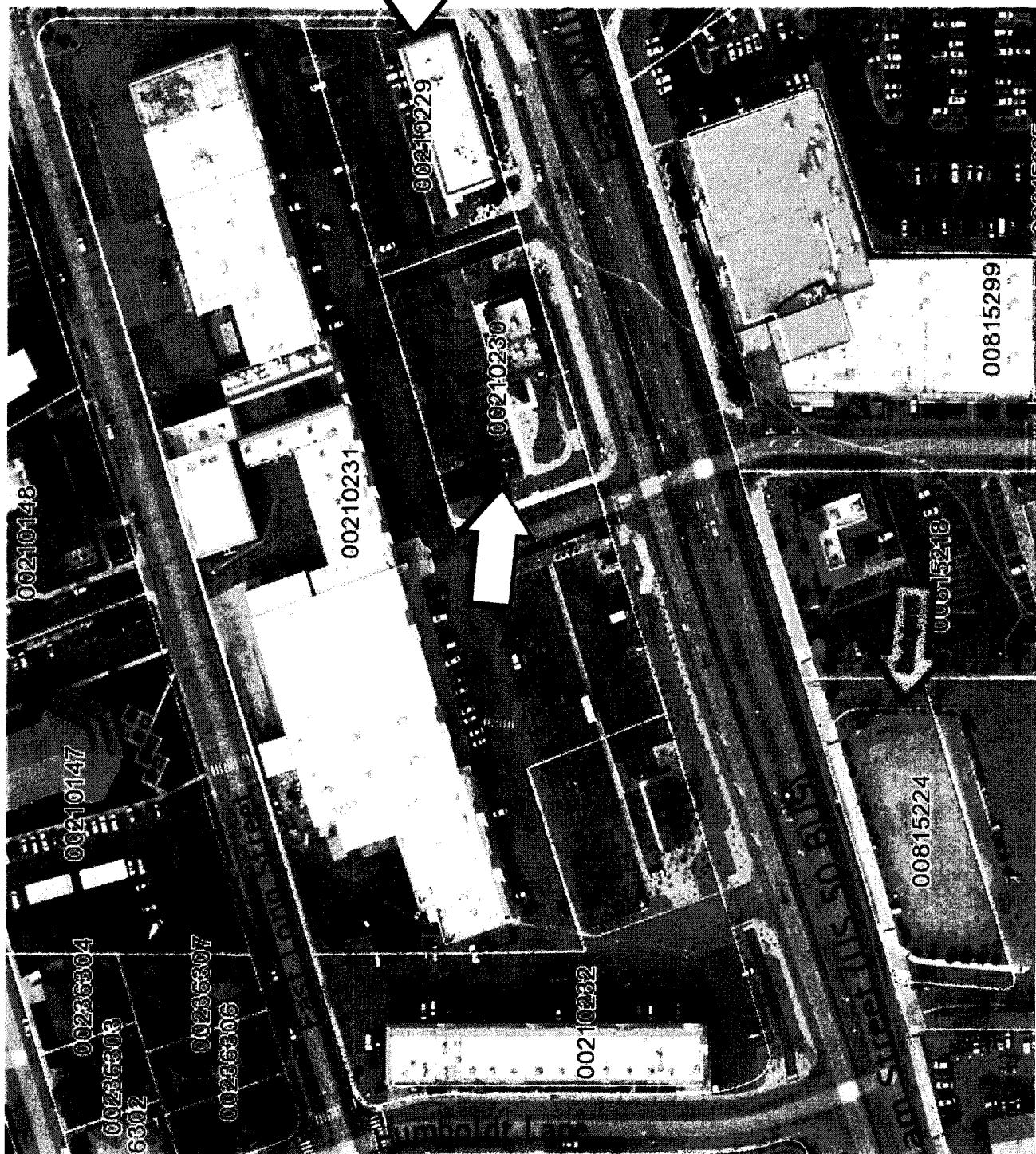
# **Exhibit B**

PORTION SECTION S 8 & 9  
T. 15 N., R. 20 E., M.D.B. & M.



THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY METROPOLITAN PLANNING COMMISSION. IT IS NOT A SUBSTITUTE FOR A SURVEY. A SURVEY IS REQUIRED AS TO THE SURFACE ACCURACY OF THE MAPS. THIS MAP IS FOR INFORMATION PURPOSES ONLY. NO WARRANTY IS MADE AS TO THE ACCURACY OF THE MAPS. NO CHARGE FROM OUR WEBSITE AT <http://www.cooperativemapping.com>.

SCALE: 1" = 600'  
REVISED: 05/08/2020



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

99 Cents Only Stores LLC  
4000 East Union Pacific Avenue  
Commerce, CA 90023  
Attention: Real Estate Department

APN: 2-102-31

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RECORDED AT THE REQUEST OF  
SPL INC - LA  
02/19/2014 09:07AM  
FILE NO.442420  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$51.00 DEP LRD

THE AREA ABOVE IS RESERVED FOR  
RECORDER'S USE

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made and executed as of this 23rd day of January, 2014, by and between RANCHO PLAZA LLC, a Nevada limited liability company ("Landlord"), and 99 CENTS ONLY STORES LLC, a California limited liability company (the "Tenant"), with reference the following facts:

### WITNESSETH:

That in consideration of Ten Dollars (\$10.00) and the rents, covenants, and conditions more particularly set forth in that certain 99¢ Only Stores Standard Multi-Tenant Form Lease dated as of January 23, 2014, by and between Landlord and Tenant (the "Lease"), the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant, promise, and agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth in the Lease (all of which are expressly incorporated herein by this reference), those certain premises (the "Premises") commonly known as 2080 East William, Carson City, Nevada 89701, which Premises are located on a portion of the shopping center more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference. All capitalized terms used but not defined herein shall have the meaning as is given such terms in the Lease.

2. Landlord and Tenant now desire to execute, acknowledge and deliver this Memorandum of Lease to be recorded in the Official Records of Carson City County, Nevada (the "Official Records").

3. The term of the Lease and the respective rights and obligations of Landlord and Tenant with respect to the Premises and/or under the Lease are set forth in the Lease, which rights and obligations include, among other things, the following:

a. Common Areas:

"TENANT shall have the nonexclusive right (in common with other tenants) to use the COMMON AREAS for the purposes intended at no

additional cost to TENANT, subject to such reasonable, and non-discriminatory rules and regulations as LANDLORD may establish from time to time which do not conflict with any express or implied terms of this LEASE, including those Rules & Regulations attached to this LEASE as Exhibit "H". TENANT shall abide by such rules and regulations. Notwithstanding the provisions of Section 4.05(a) above, LANDLORD may temporarily close any COMMON AREAS, but only as necessary to perform any acts in the COMMON AREAS as are necessary to meet LANDLORD'S obligations hereunder; provided that (i) LANDLORD gives TENANT a minimum of ten (10) business days prior written notice thereof, (ii) LANDLORD takes all reasonable actions to avoid so doing during any of TENANT'S peak business periods (October 1 - January 3, Fridays, Saturdays, Sundays, and the fifteen (15) day periods preceding and including Independence Day, Valentine's Day, Easter, Labor Day, and any Federal holiday), and (iii) LANDLORD takes all reasonable actions to minimize any detrimental effects to TENANT'S business operations at the PREMISES as a result of such closure. LANDLORD shall not at any time permit any fairs, carnivals, or other seasonal or promotional events or activities in the COMMON AREAS (e.g., fireworks stands, Christmas Tree sales, etc.), except in the area depicted as the "PERMITTED EVENT AREA" on the SITE PLAN. Additionally, LANDLORD shall not at any time permit telephones, kiddy rides, vending machines, automated teller machines (ATMs), kiosks, recycling centers or machines or any such or similar items in the COMMON AREAS except as shown on the SITE PLAN and provided that in no event shall the foregoing provision prohibit TENANT from installing telephones, kiddy rides, vending machines, ATMs, kiosks or similar items in the PREMISES or other areas available for TENANT'S exclusive use pursuant to the express terms of this LEASE."

"A portion of the COMMON AREAS shown on the SITE PLAN is marked on said SITE PLAN as "Protected Area" (the "PROTECTED AREA"). Notwithstanding anything in this LEASE to the contrary, no changes (including, but not limited to, any new structures) may be made in the PROTECTED AREA without TENANT'S prior written consent in its sole discretion. Outside of the PROTECTED AREA non-material changes may be made without TENANT'S prior written consent, but no work may be done in the COMMON AREAS during the period from October 1 to January 3 of any year, nor during the fifteen (15) day periods ending on Easter, Valentine's Day, Memorial Day, Independence Day and Labor Day, except in cases of emergency. For these purposes, non-material changes are those which: (x) do not impede, prevent, or otherwise create any adverse effect, to the ingress and egress (pedestrian and vehicular) to and from the PREMISES, or to the loading areas servicing the PREMISES, or between the PREMISES or the loading areas and the adjacent streets, nor between the PREMISES and any of the parking areas or other retail businesses in the SHOPPING CENTER; and (y) do not impair the visibility of the PREMISES or of any signs for the PREMISES or TENANT'S business operated therein (whether on the PREMISES or in the COMMON AREAS) from either adjoining streets or parking areas."

"LANDLORD shall not build or permit the existence of any buildings at the SHOPPING CENTER not shown on the SITE PLAN (except as

442420

approved in writing by TENANT in its sole but good faith discretion); provided, however, that LANDLORD shall have the right to (A) construct the HOTEL (as defined in Section 5.07(c)(i)(26) below) within the area marked on the SITE PLAN as "FUTURE HOTEL SITE", and (B) change or expand the building footprint of the existing building in the "PERMITTED FAST FOOD AREA" identified on the SITE PLAN (provided no such building in the "PERMITTED FAST FOOD AREA" may exceed 3,500 square feet), nor shall LANDLORD permit the height of the existing buildings (or any architectural features or rooftop equipment) to be higher than they exist on the date of this LEASE, unless any increase in the height of such existing buildings is in connection with a renovation of the SHOPPING CENTER and then only so long as such existing buildings are not increased to a height taller than the PREMISES and such increase in height is in accordance with applicable laws, codes and requirements (including any requirement for shielding roof top equipment). LANDLORD shall not permit any future buildings (other than the HOTEL) to be taller than the PREMISES. LANDLORD may not alter the colors or design of the exterior of the PREMISES without the prior written consent of the TENANT (which consent shall not be unreasonably withheld), nor shall LANDLORD make any change in the location of the front wall of any in-line buildings without the prior written consent of the TENANT (which consent shall not be unreasonably withheld)."

b. Exclusivity:

"TENANT shall have the exclusive right to operate a discount general merchandise store within the SHOPPING CENTER, provided that the foregoing exclusive shall not: (i) apply to any discount general merchandise stores being operated within the SHOPPING CENTER upon the EFFECTIVE DATE, but if any existing tenant desires to change its use to a use which violates the foregoing exclusive and LANDLORD'S consent thereto is required, LANDLORD shall withhold consent; nor (ii) preclude the operation of a dispensing pharmacy in the SHOPPING CENTER. LANDLORD represents and warrants that (A) there are no existing tenants of the SHOPPING CENTER whose leases permit them to operate in violation of TENANT'S exclusive right without LANDLORD'S consent, (B) the existing exclusive rights granted in favor of Four J, Inc. and Gordon K. Johnson (collectively d/b/a True Value Hardware) have been waived in favor of TENANT, and (C) the existing exclusive use rights granted to Scolari's Warehouse Markets, Inc. shall terminate with respect to the PREMISES upon LANDLORD'S termination of the existing lease with Scolari's Warehouse Markets, Inc., as required pursuant to Section 2.01(b) above."

c. Prohibited Uses:

"Without limitation of the PERMITTED USES under this LEASE, no portion of the SHOPPING CENTER may be used for any of the following (the "PROHIBITED USES"):

- (i) Any uses that are not consistent with first class shopping centers in the area of the PREMISES, which shall include, but not be limited to, any uses which include:

442420

(1) nude (or partially nude) bars, nightclubs or theaters of any kind

(2) massage parlors

(3) adult book stores

(4) escort services

(5) bail bonds or pawn shops

(6) the sale of used or second hand products of any kind (provided that this clause (6) shall not preclude the operation of a retail used goods store by Goodwill Industries International, Inc., or a local chapter thereof)

(7) tattoo parlors

(8) adult video stores

(9) any use of a questionable moral character

(10) indoor swap meets

(11) liquor stores (provided that this clause (11) shall not preclude an alcoholic beverage retailer who (A) operates at least four (4) stores under the same trade name in the Reno, Nevada and/or Carson City, Nevada metropolitan areas, or operates at least fifty (50) stores regionally or nationally, (B) occupies less than 3,000 square feet, and (C) operates in a first-class manner similar to BevMo! or Total Wine, with operating hours not exceeding 8am to 12am/midnight)

(12) non-retail use (provided that this clause (12) shall not preclude the following: (i) non-retail uses incidental to other permitted uses; (ii) a dentist office not exceeding 2,000 square feet in size; (iii) a chiropractic office not exceeding 2,000 square feet in size; (iv) financial services offices not exceeding 3,500 square feet per leased unit (but no more than 6,800 square feet of financial services offices in the aggregate shall be permitted); or (v) a bank not exceeding 3,500 square feet in size)

(13) movie theater (except for the EXISTING THEATER in the location shown on the SITE PLAN)

(14) gymnasium, gym, fitness club/center, health club/center, or athletic club/center (in all such cases, a "gym") (except one gym shall be permitted in the area depicted as the "PERMITTED GYM AREA" on the SITE PLAN)

(15) bowling alley

(16) school

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WJ

(17) call center

(18) library

(19) church

(20) auditorium

(21) museum

(22) automobile repair

(23) automobile sales

(24) high volume buffet style restaurants exceeding 3,000 gross usable square feet in size (such as Home Town Buffet) located within the west side of the SHOPPING CENTER, as such area is depicted as the "RESTRICTED AREA" on the SITE PLAN (provided that this clause (24) shall not preclude a drive-thru, fast food restaurant in the area depicted as the "PERMITTED FAST FOOD AREA" on the SITE PLAN, nor shall it preclude a fast food restaurant or full-service, sit-down restaurant from using a buffet component as an incidental part of its food service; i.e. a salad bar, not to exceed 1,000 square feet)

(25) banquet facility

(26) bar, disco or nightclub (provided that this clause (26) shall not preclude a "bar and grill" restaurant use typically found in first class shopping centers, where no part of such restaurant is subject to minimum age restrictions)

(27) hotel (provided, however, notwithstanding the foregoing but subject to the terms and conditions of this clause (27) and other applicable provisions of this LEASE, LANDLORD shall not be precluded by this clause (27) from allowing one (1) first-class hotel with access to the guest rooms from only the interior of the hotel building (and expressly excluding a motel) in the area marked on the SITE PLAN as "FUTURE HOTEL SITE" (the "HOTEL"), provided that (i) such HOTEL shall contain no more than eight-five (85) guest rooms and/or suites and not more than ten thousand (10,000) square feet of convention, conference, restaurant and/or other public space, (ii) no such HOTEL shall have an aggregate building footprint exceeding 16,000 square feet, (iii) parking for the HOTEL shall not use any of the parking area located within the PROTECTED AREA and in no event shall the HOTEL or the use thereof create a shortage of parking spaces for TENANT'S customers [and in such event, LANDLORD agrees to take all actions necessary to alleviate such parking problem including, without limitation, by restricting HOTEL parking in the COMMON AREAS], and (iv) all costs and

expenses arising from or in connection with the HOTEL shall  
be excluded from OPERATING EXPENSES)

(28) manufacturing, warehouse or other industrial use  
(except incidental to other permitted uses)

(29) parking intensive uses requiring materially more  
parking spaces (at any particular time) than most other retail  
uses at the SHOPPING CENTER

(30) entertainment facility (such as Chuck E Cheese,  
Discovery Zone, Tutor Time, or Leaps and Bounds)

(31) any central laundry or dry cleaning plant which  
processes such laundry or dry cleaning on site

(32) mortuary

(33) veterinary hospital or animal raising or boarding  
facility

(34) bingo parlor, off-track betting parlor or other  
gambling facility (provided that this clause (34) shall not  
preclude (A) the existing "DOTTIE'S" gambling facility, and  
replacements thereof not to exceed 6,000 square feet, in the  
location shown on the SITE PLAN, (B) slot machines installed  
in the bar-top of the "EXISTING RESTAURANT" containing  
approximately 3,200 square feet and identified on the SITE  
PLAN, provided such bar is operated as part of a permitted  
"bar and grill" restaurant use (and no portion of such restaurant  
is subject to minimum age restrictions), or (C) first-class  
gambling facilities located at least 200 feet from the  
PREMISES and containing less than 5,000 square feet

(35) marijuana dispensary

(36) facility for the sale of drug paraphernalia

(37) any use which is prohibited under the  
DECLARATIONS

(ii) Any use which requires a zoning variance or conditional use  
permit (unless LANDLORD obtains TENANT'S prior written consent,  
which shall not be unreasonably withheld provided such variance or  
conditional use permit does not adversely affect TENANT'S rights and  
obligations under this LEASE).

(iii) Any use which uses the terms "99," "98," "dollar," "cent," "cents,"  
"penny," or any similar terms (whether "spelled out" or in numerical or  
symbolic form) in any manner as part of a trade name or logo or in any  
manner as a material portion of any signage or trade dress, specifically  
excluding, however, TENANT'S use of the PREMISES."

4. Anyone interested in the Lease or the Premises is instructed to contact Landlord and/or Tenant at the following addresses:

Landlord: 698 Mottsville Lane  
Gardnerville, Nevada 89460  
Telephone: (775) 782-7327  
Attention: Kathleen Hone

Tenant: c/o 99 Cents Only Stores LLC  
4000 East Union Pacific Avenue  
Commerce, California 90023  
Telephone: (323) 980-8145  
Attention: Real Estate Department

5. Tenant has a right of first refusal to purchase all or any portion of the Premises or the Shopping Center, subject to the applicable terms and conditions set forth in the Lease.

6. This Memorandum of Lease is executed solely for purposes of recordation in the Official Records in order to give notice of the provisions of the Lease, and this Memorandum of Lease shall not be deemed or construed in any way whatsoever to define, limit or modify the Lease or any provision thereof or the respective rights or obligations of the parties thereunder.

7. This Memorandum of Lease may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

Memorandum of Lease/Carson City, NV - s0391  
FINAL 01-23-14  
1596862.2 - 89079.320

Page 7 of 13

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442420

[SIGNATURE PAGE]

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this  
MEMORANDUM OF LEASE effective as of the date first written above.

“LANDLORD”: RANCHO PLAZA LLC,  
a Nevada limited liability company

By: Kathleen L. Hone  
Name: Kathleen L. Hone  
Its: Manager

By: Douglas K. Hone  
Name: Douglas K. Hone  
Its: Manager

“TENANT”: 99 CENTS ONLY STORES LLC,  
a California limited liability company

By: Stephane Gonthier  
Name: Stephane Gonthier, President  
Chief Executive Officer

By: Jesse D. Allen  
Name: Jesse D. Allen, Vice President  
Real Estate & Construction

Memorandum of Lease/Carson City, NV - s0391  
FINAL 01-23-14  
1596862.2 - 89079.320

Page 8 of 13

442420

ACKNOWLEDGMENT

STATE OF NEVADA }  
COUNTY OF Douglas } SS.

On February 10, 2014, before me, Ursula K McManus, a  
notary public, personally appeared Doug/ask Home & Kitchen, Inc. who proved to me on the  
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his authorized capacity, and that by his theirs  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the  
foregoing paragraph is true and correct.

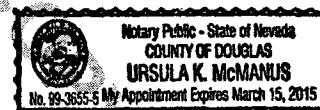
WITNESS my hand and official seal.

Ursula K McManus

NOTARY PUBLIC  
State of Nevada

Memorandum of Lease/Carson City, NV - s0391  
FINAL 01-23-14  
1596862.2 - 89079.320

Page 9 of 13



442420

## ACKNOWLEDGMENT

On February 5, 2014, before me, Carlos O'Hara, a notary public, personally appeared Stéphane Gonthier and Jesse D. Allen who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

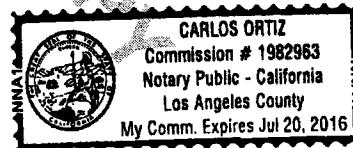
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

~~NOTARY PUBLIC  
State of California~~

Memorandum of Lease/Carson City, NV - s0391  
FINAL 01-23-14  
1596862.2 - 89079.320

Page 10 of 13



442420

**EXHIBIT A TO MEMORANDUM OF LEASE**

**Legal Description of Shopping Center**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CARSON CITY, STATE OF NEVADA AND IS DESCRIBED AS FOLLOWS:

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

**Parcel 1:**

Adjusted Parcel 1 as shown on Record of Survey LLA-13-041 in Support of a Lot Line Adjustment for Rancho Plaza, LLC., a Nevada limited liability company, filed in the office of the County Recorder of Carson City, State of Nevada on June 27, 2013, in Book 10, Page 2793, as File No. 435874, Official Records, being more particularly described as follows:

A portion of land situate within the SW 1/4 of Section 9, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:  
BEGINNING at the Northeast corner of Parcel D as shown on that Official Plat of Bel Aire Subdivision No. 1, recorded as Document No. 11541 in the Official Records of Carson City, Nevada, also being a point on the Southerly right of way of East Long Street;  
THENCE from the POINT OF BEGINNING along said right of way line, North 72°16'43" East, 871.32 feet to the beginning of a 20.00 foot radius curve to the right;  
THENCE Southeasterly, 37.88 feet along said curve, through a central angle of 108°30'52" to a point on the West right of way line of Russell Way;  
THENCE along said right of way line, South 00°47'35" West, 241.39 feet;  
THENCE departing said right of way line, South 72°16'43" West, 493.28 feet;  
THENCE departing said right of way line, South 17°43'17" East, 144.74 feet to a point on the Northerly right of way of William Street;  
THENCE along said right of way line, South 72°16'43" West, 228.58 feet;  
THENCE departing said right of way line, North 17°41'51" West, 144.74 feet;  
THENCE South 72°16'43" West, 177.31 feet;  
THENCE North 00°47'35" East, 269.18 feet to the POINT OF BEGINNING.

APN: 2-102-31

**Parcel 2:**

Adjusted Parcel 2 as shown on Record of Survey LLA-13-041 in Support of a Lot Line Adjustment for Rancho Plaza, LLC., a Nevada limited liability company, filed in the office of the County Recorder of Carson City, State of Nevada on June 27, 2013, in Book 10, Page 2793, as File No. 435874, Official Records, being more particularly described as follows:

A portion of land situate within the SW 1/4 of Section 9, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:  
BEGINNING at the Northeast corner of Parcel D as shown on that Official Plat of Bel Aire Subdivision No. 1, recorded as Document No. 11541 in the Official Records of Carson City, Nevada, also being a point on the Northerly right of way of East Long Street;  
THENCE departing said right of way line South 00°47'35" West, 269.18 feet;  
THENCE North 72°16'43" East, 177.31 feet;  
THENCE South 17°41'51" East, 144.74 feet to a point on the Northerly right of way of William Street;  
THENCE along said right of way line, South 72°16'43" West, 325.72 feet to the beginning of a 20.00 foot radius curve to the right;  
THENCE Northwesterly, 31.42 feet along said curve, through a central angle of 90°00'00" to a point on the East right of way line of Humboldt Lane and the beginning of a 170.00 foot radius compound curve to the right;  
THENCE Northerly, 54.93 feet along said curve and said right of way, through a central angle of 18°30'52";  
THENCE along said right of way, North 00°41'35" East, 262.43 feet to the beginning of a 180.00 foot radius curve to the left;  
THENCE Northwesterly, 58.16 feet along said curve, through a central angle of 18°30'52" to the beginning of a 20.00 foot radius reverse curve to the right;

THENCE Northeasterly, 31.42 feet along said curve to a point on the Northerly right of way of East Long Street, through a central angle of 90°00'00";  
THENCE along said right of way line North 72°16'43" East, 132.50 feet to the POINT OF BEGINNING.  
APN: 2-102-32

**Parcel 3:**

Adjusted Parcel 3 as shown on Record of Survey LLA-13-041 in Support of a Lot Line Adjustment for Rancho Plaza, LLC., a Nevada limited liability company, filed in the office of the County Recorder of Carson City, State of Nevada on June 27, 2013, in Book 10, Page 2793, as File No. 435874, Official Records, being more particularly described as follows:

A portion of land situate within the SW 1/4 of Section 9, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:  
BEGINNING at a point on the Northerly right of way of William Street from which the Southeast corner of Parcel C as shown on that Official Plat of Bel Aire Subdivision No. 1, recorded as Document No. 11541 in the Official Records of Carson City, Nevada bears South 72°16'43" West, 454.30 feet;  
THENCE departing said right of way line North 17°43'17" West, 144.74 feet;  
THENCE North 72°16'43" East, 244.97 feet;  
THENCE South 17°43'17" East, 144.74 feet to a point on the Northerly right of way of William Street;  
THENCE along said right of way line, South 72°16'43" West, 244.97 feet to the POINT OF BEGINNING.  
APN: 2-102-30

**Parcel 4:**

Adjusted Parcel 4 as shown on Record of Survey LLA-13-041 in Support of a Lot Line Adjustment for Rancho Plaza, LLC., a Nevada limited liability company, filed in the office of the County Recorder of Carson City, State of Nevada on June 27, 2013, in Book 10, Page 2793, as File No. 435874, Official Records, being more particularly described as follows:

A portion of land situate within the SW 1/4 of Section 9, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada, being more particularly described as follows:  
BEGINNING at a point on the Northerly right of way of William Street from which the Southeast corner of Parcel C as shown on that Official Plat of Bel Aire Subdivision No. 1, recorded as Document No. 11541 in Official Records of Carson City, Nevada bears South 72°16'43" West, 699.27 feet;  
THENCE departing said right of way line North 17°43'17" West, 144.74 feet;  
THENCE North 72°16'43" East, 248.31 feet to a point on the West right of way of Russell Way;  
THENCE along said right of way line South 00°47'35" West, 152.64 feet to a point on the Northerly right of way of William Street;  
THENCE along said right of way line South 72°16'43" West, 199.84 feet to the POINT OF BEGINNING.  
APN: 2-102-29

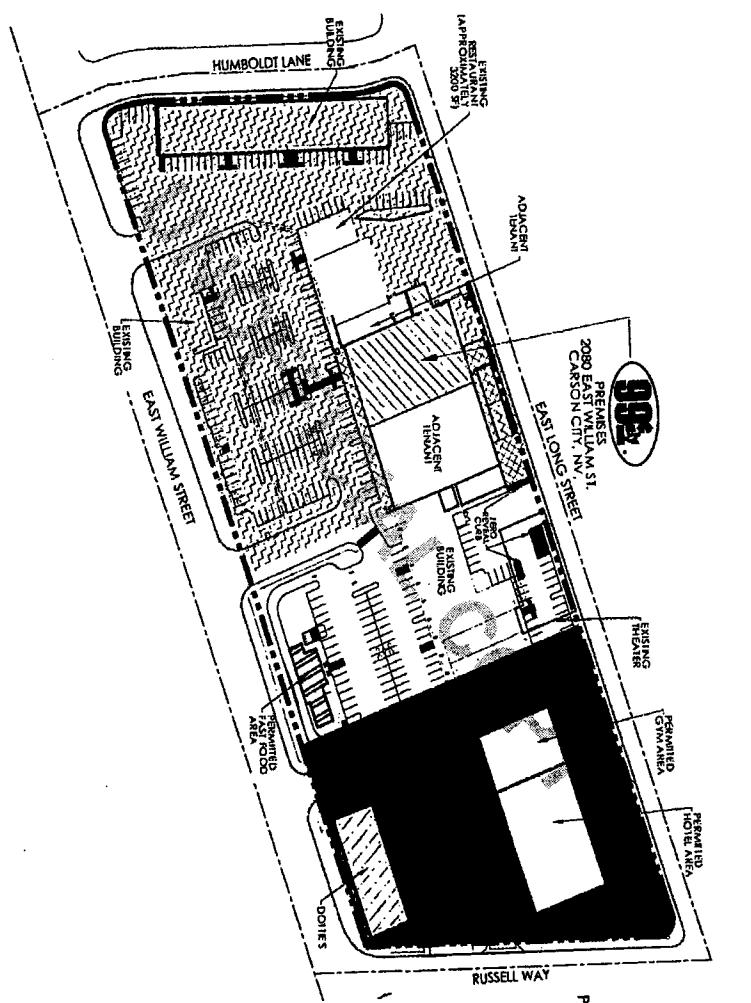
[Continued on next page]

Memorandum of Lease/Carson City, NV - s0391  
FINAL 01-23-14  
1596862.2 - 89079.320

Page 12 of 13

WJY

442420



Memorandum of Lease/Carson City, NV - s0391  
 FINAL 01-23-14  
 1596862.2 - 89079.320

Page 13 of 13

WJS-442420

# **Exhibit C**



**Doc # 495710**

Recorded 6/25/2019 8:53 AM  
Requested by Ticor Title - Reno (Title Only)  
Carson City - NV  
Aubrey Rowlett Clerk - Recorder  
Pg 1 of 12 Fee: \$35.00  
Recorded By: SY

CVS Store #9981 – Parcel A

APN: 008-302-34 and 008-302-36

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CVS Health Corporation  
One CVS Drive, MC 1160  
Woonsocket, Rhode Island 02895  
Attention: Cheryl Green

Space above this line for Recorder's use.

**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this 24<sup>th</sup> day of June, 2019, by LONGS DRUG STORES CALIFORNIA, L.L.C., a California limited liability company (“**Grantor**”), and FMG PROPERTIES, LLC, a Nevada limited liability company (“**Grantee**”). (Grantor and Grantee are referred to herein singularly as a “**Party**” or collectively as the “**Parties**”).

**WITNESSETH**

WHEREAS, Grantor is the fee simple owner of certain real property located at 3300 Highway 50 East, Carson City, Nevada 89701, as more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”) and Grantor desires to impose certain restrictions to burden the Property for the benefit of Grantor and Grantor Affiliates (as defined herein) in connection with Grantor’s and/or Grantor Affiliates’ use of that certain real property located at 3240 Hwy 50 East, Carson City, Nevada 89701, as more particularly described in Exhibit B attached hereto and made a part hereof (the “**CVS Property**”), as more particularly set forth herein; and

WHEREAS, Grantor is transferring its fee interest in the Property to Grantee by and through that certain quit-claim deed that shall be recorded simultaneously herewith.

NOW, THEREFORE, for the sum of One Hundred Dollars (\$100.00) and in consideration of the mutual rights and obligations set forth herein, the parties hereby covenant and agree as follows:

1. **Construction Guidelines / Restrictions.**

- a. No Building(s) constructed on the Property shall be more than thirty feet (30') in height without the written consent of the Grantor, which consent may be withheld, conditioned or delayed in Grantor’s sole and absolute discretion.

CVS Store #9981 – Parcel A

b. No Owner, lessee, user, tenant, subtenant, licensee and/or occupant (or their respective successors and/or assigns) of the Property shall reduce the number of parking spaces located on the Property to less than the number of parking spaces (or the parking ratio) which is required by any laws, codes or applicable ordinances at the time of construction of any improvements or Building(s) on the Property.

2. No part of the Property shall be leased or used for any of the following uses (the "Restricted Uses"): a health and beauty aids store; a greeting card and gift store; a store offering one-hour or other on-site photo processing including, without limitation, digital photo processing; a candy store; a vitamin store; a pharmacy mail order facility, a drug store, a pharmacy prescription department; a retail health center; a store selling alcoholic beverages, including, without limitation, beer, wine and distilled spirits, for off-premises consumption; a gas or fueling station; a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"); and/or a convenience store selling general grocery and convenience items (a "Convenience Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Examples of a Convenience Store (without limiting such Convenience Stores only to those listed) are stores such as 7-Eleven, Quik Stop, On the Run, and Speedway.

3. The term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners, or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer, or entities such as clinics, dispensaries, or health maintenance organizations. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners or entities such as clinics or health maintenance organizations, or medication dispensed in the ordinary course of providing medical or dental treatment on-site (but shall include any medication given to a patient to take off-site except for free samples).

4. A "health and beauty aids store" shall mean a store which devotes the lesser of (a) more than five percent (5%) or (b) more than one hundred (100) square feet of its retail selling space to the display and sale of health and beauty aids.

5. A "retail health center" shall include such operations as a CVS "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately operated and not located inside any retail store or establishment.

6. The term "vitamin store" shall mean a store that devotes the lesser of (a) more than five (5%) of its retail selling space; or (b) more than one hundred (100) square feet to the display and sale of vitamins.

## CVS Store #9981 – Parcel A

7. No part of the Property shall be used for or burdened by any easement or right where such use would benefit any adjacent property which is used for, or intended to be used for, any of the Restricted Uses (including, without limitation, any permanent or temporary, appurtenant or gross easement, lease, license grant or right of way, contract, agreement, or similar arrangement granting use of the Property for access, utilities, slope or grading, visibility, signs, parking or other purpose), excluding, however, any such easement or right existing as of the date hereof.
8. In no event shall Grantee and its heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, use or have the right to use any parking areas, whether presently existing or hereafter created, located on the CVS Property.
9. The restrictions set forth in this Declaration shall not apply to any entity owned or operated by, or affiliated with Grantor, CVS Health Corporation, CVS Pharmacy, Inc. (each, a "Grantor Affiliate").
10. The restrictions set forth in this Declaration shall remain in effect until the latter of (a) the date that Grantor and/or any Grantor Affiliate no longer leases, owns, operates, or otherwise uses the CVS Property, or (b) ninety-nine (99) years after the date of this Declaration.
11. The Property shall continue to be subject to (and benefited by, as the case may be) that certain Declaration of Establishment of Covenants and Restrictions and Grant of Easements dated February 16, 2000 and recorded February 18, 2000, as Document No. 245318, as amended by that certain First Amendment to Declaration of Establishment of Restrictions and Grants of Easements dated December 29, 2003, and recorded on December 30, 2003, as Document No. 311742, as further amended by that Second Amendment to Declaration of Establishment of Restrictions and Grants of Easements dated July 1, 2005, and recorded on May 19, 2006, in the Carson City County Recorder's Office (collectively, the "REA"). The to the extent of any inconsistency between the provisions of this Declaration and the provisions of the REA applicable to the Property, the more restrictive provision shall apply.

12. Miscellaneous.

- (a) All covenants and provisions of this Declaration shall run with the land and shall be binding upon Grantee and its heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, and shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances. This Declaration shall inure to the benefit of Grantor and all Grantor Affiliates. Any party acquiring any interest in any portion of the Property shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Declaration.

- (b) Upon the occurrence of any violation of the covenants or restrictions hereby imposed, Grantor and/or any Grantee Affiliate shall have the right to exercise all legal and

## CVS Store #9981 – Parcel A

equitable remedies available to it hereunder and under the laws of the State of Nevada, including without limitation, obtaining temporary restraining orders, injunctions and monetary damages and each of such remedies shall be cumulative with and not exclusive of, any and all others. In the event that Grantor shall prevail in any legal action to enforce this Declaration, Grantee shall reimburse to Grantor all reasonable attorney's fees and other legal costs incurred in connection therewith.

(c) Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given three (3) days after deposit in the United States mail as certified mail, return receipt requested, first class postage prepaid, or upon deposit with a recognized overnight courier delivery service, postage prepaid, and addressed to the Party being notified at the address listed below or at the address which any Party may designate for itself from time to time hereafter by written notice to the other Parties.

To Grantor:

Longs Drug Stores California, L.L.C.  
c/o CVS Health Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895  
Attn: Property Administration Store No. 9981  
- Parcel A

To Grantee:

FMG Properties, LLC  
Attention: Kevin Gustafson  
3550 Barron Way, Suite 5A  
Reno, Nevada 89511  
Telephone: 775-225-8000

(d) In the event any provision or portion of this Declaration is held by final judgment of any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(e) Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties. It is understood that the relationship between the parties is an arms length one that shall at all times be and remain separate. No party shall have the right to act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by a separate written instrument signed by the party to be charged or bound.

(f) This Declaration is to be governed, construed and enforced in accordance with the laws of the State of Nevada.

(g) The failure of Grantor to exercise any right or remedy hereunder at any time shall in no way be construed to be a waiver of any such right or remedy or affect Grantor's right to thereafter enforce the same or any other right or remedy as to the same or any other event or condition.

## CVS Store #9981 – Parcel A

(h) This Declaration may be modified, rescinded or amended, in whole or in part, only by an instrument executed by the then-current owner(s) of the Property and Grantor or a Grantor Affiliate and duly recorded in the real estate records of Carson City, Nevada.

(i) This Declaration may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Declaration.

[SIGNATURE PAGES TO FOLLOW]

UNOFFICIAL COPY

## CVS Store #9981 – Parcel A

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date set forth above.

## GRANTOR:

**LONGS DRUG STORES CALIFORNIA, L.L.C.**, a California limited liability company

By: 

Name: Thomas S. Moffatt  
Title: President

## GRANTEE:

**FMG Properties, LLC**,  
a Nevada limited liability company

By: **LEWIS MANAGEMENT CORP.**, a  
Delaware corporation, its Sole Manager

By: SIGNED IN COUNTERPART  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CVS Legal Approval: AM  
Gould & Ratner LLP / Aaron T. May

OFFICIAL COPY

CVS Store #9981 – Parcel A

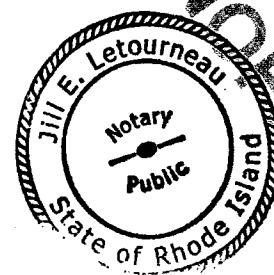
STATE OF RHODE ISLAND )

COUNTY OF PROVIDENCE )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that THOMAS S. McGRATH, President of LONGS DRUG STORES CALIFORNIA, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged and personally appeared before me on this day that, being informed of the contents of said instrument, he executed the same as his free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 21 day of June, 2019.

(Notary Seal)



Notary Public

JILL E. LETOURNEAU  
Notary Public - ID #757074  
State of Rhode Island  
My Comm Expires 09/20/2022

STATE OF \_\_\_\_\_

~~COUNTY OF~~ \_\_\_\_\_

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

**SIGNED IN COUNTERPART**

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

CVS Store #9981 – Parcel A

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date set forth above.

GRANTOR:

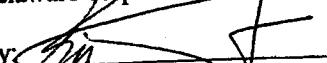
**LONGS DRUG STORES CALIFORNIA,  
L.L.C.**, a California limited liability company

By:   
Name: Thomas S. Moffatt  
Title: President

GRANTEE:

**FMG Properties, LLC,**  
a Nevada limited liability company

By: **LEWIS MANAGEMENT CORP.**, a  
Delaware corporation, its Sole Manager

By:   
Name: KEVIN R. GUSTAFSON  
Its: MEMBER

CVS Legal Approval:   
Gould & Ratner LLP / Aaron T. May

OFFICIAL COPY

CVS Store #9981 - Parcel A

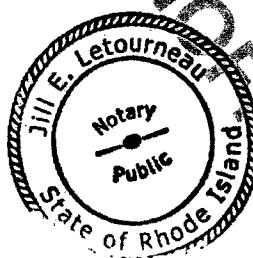
STATE OF RHODE ISLAND )

COUNTY OF PROVIDENCE )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Thomas S. McGratt, President of LONGS DRUG STORES CALIFORNIA, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged and personally appeared before me on this day that, being informed of the contents of said instrument, he executed the same as his free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 21 day of June, 2019.

(Notary Seal)



Notary Public

A handwritten signature of Jill E. Letourneau.

JILL E. LETOURNEAU  
Notary Public - ID #757074  
State of Rhode Island  
My Comm Expires 09/20/2022

STATE OF NEVADA )COUNTY OF WASHEE )

On JUNE 24, 2019 before me, MICHELLE BLASQUEZ, a Notary Public in and for said County and State, personally appeared, KEVIN R. GUSTAFSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Michele Blasquez

CVS Store #9981 – Parcel A

Exhibit ALegal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CARSON CITY, IN THE COUNTY OF CARSON CITY, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

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

## PARCEL 1:

Adjusted Parcel A as shown on the Record of Survey Supporting a Boundary Line Adjustment for Longs Drug Stores California, Inc. according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on June 30, 1998, in Book 8 of Maps, Page 2275, as File No. 219870, Official Records, being more particularly described as follows:

All that certain real property situate within a portion of the North 1/2 of the Southwest 1/4 of Section 10, Township 15 North, Range 20 East, M.D.B.&M., further described as a portion of Parcel A as shown on that Lot Line Deletion, filed for record on March 27, 1998, as Document No. 215329, Official Records of Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point which bears S. 62°28'07" W., a distance of 31.60 feet from the Southeast corner of said Parcel A, said point being on the Northerly right of way of U.S. Hwy 50 East;

THENCE along said right of way of U.S. Hwy 50 East, S. 62°28'07" W., a distance of 7.91 feet to the beginning of a curve concave to the Northwest;

THENCE along said curve having a radius of 4,900.00 feet, a central angle of 03°32'51", an arc length of 303.39 feet;

THENCE leaving said right of way of U.S. Hwy 50 East, N. 23°51'47" W., a distance of 141.13 feet;

THENCE N. 00°21'41" E., a distance of 42.93 feet;

THENCE S. 89°38'19" E., a distance of 319.24 Feet;

THENCE S. 27°16'09" E., a distance of 39.46 feet to the POINT OF BEGINNING.

## PARCEL 2:

Nonexclusive, perpetual easements over the driveways, roadways, sidewalks, parking areas and cross-easement areas for the purpose of pedestrian and vehicular ingress and egress and for the purpose of vehicular parking, as contained in Declaration of Establishment of Restrictions and Grants of Easements, recorded February 18, 2000, as Document No. 245318, Official Records and amended by First Amendment to Declaration of Establishment of Restrictions and Grants of Easements, recorded December 30, 2003, as Document No. 311742, Official Records and as Easements, recorded May 19, 2006, as Document No. 353990, Official Records.

APN: 008-302-34

Document No. 219869 is provided pursuant to the requirements of Section 6.NRS 111.312.

CVS Store #9981 – Parcel A

Exhibit B

Legal Description of the CVS Property

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

PARCEL A

All that certain real property situate within a portion of the North 1/2 of the Southwest 1/4 of Section 10, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel B, C and D as shown on that Lot Line Deletion, filed for record on March 27, 1998, Official Records of Carson City, State of Nevada, Document No. 215328, and as modified by that Dedication of Land for Public Purposes, filed for record on May 11, 1998, Official Records of Carson City, State of Nevada, Document No. 217276, and a portion of Parcel E as shown on that Lot Line Deletion, filed for record on March 27, 1998, Official Records of Carson City, State of Nevada, Document No. 215330; and as modified by that Dedication of Land for Public Purposes, filed for record on May 11, 1998, Official Records of Carson City, State of Nevada, Document No. 217276, a portion of Yucca Street as shown on that Abandonment of a Public Right of Way, filed for record on March 27, 1998, Official Records of Carson City, State of Nevada, Document No. 215327, and a portion of Corsage Road as shown on that Abandonment of a Public Right of Way, filed for record on March 27, 1998, Official Records of Carson City, State of Nevada, Document No. 215326, being more particularly described as follows:

BEGINNING at a point which bears N 89°38' 19"E, a distance of 104.45 feet from the Northeast corner of said Parcel C, said point also being on the Southerly right of way of Carmine Street;

THENCE leaving said right of way of Carmine Street, S 00°21'41" W., a distance of 272.50 feet;

THENCE N 89°38' 19" W., a distance of 122.53 feet;

THENCE S 00°21'41" W., a distance of 130.00 feet;

THENCE N 89°38'19" W., a distance of 155.65 feet;

THENCE N 00°21 '41" E., a distance of 140.71 feet;

THENCE S. 89°38'19" E., a distance of 33.52 feet;

THENCE N. 00°21'41" E., a distance of 166.79 feet;

THENCE N 89°38' 19" W., a distance of 190.58 feet to a point on the Easterly right of way of said Airport Road.

THENCE along said right of way of Airport Road N. 00°17'37" E, a distance of 69.31 feet to the beginning of a curve concave to the Southeast;

## CVS Store #9981 – Parcel A

THENCE along said curve having a radius of 25.00 feet, a central angle of 91°39'18", an arc length of 39.99 feet to a point on the Southerly right of way of Carmine Street;

THENCE along said right of way of Carmine Street, S. 89°38'19" E, a distance of 412.26 feet to the POINT OF BEGINNING.

APN: 008-302-36

Document No. 219869 is provided pursuant to the requirements of Section 6.NRS 111.312.

## PARCEL B

Together with those certain rights and easements as contained in the Declaration of Establishment of Restrictions and Grants of Easements, recorded February 18, 2000, as Document No. 245318 as amended by First Amendment to Declaration of Establishment of Restrictions and Grant of Easements, recorded December 30, 2005, as Document No. 311742, and as further amended by Second Amendment to Declaration of Establishment of Restrictions and Grants of Easements, recorded May 19, 2006, as Document No. 353990 all of Official Records of Carson City, Nevada.

4840-0588-8153, v. 2

RECORDED AT THE  
REQUEST OF

## FIRST AMERICAN TITLE CO.

Recording Requested By  
And When Recorded Return To:Longs Drug Stores California, Inc.  
Attention: Janis Watt  
141 North Civic Drive  
Walnut Creek, CA 945962003 DEC 30 AM 10:28  
311742  
FILE NO. 1  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES 44- DEP Pd

2092249 WDB

A.P.N. 8-302-40  
§ 302-41(Do not write above this line. For recording information only.)  
FIRST AMENDMENT TO  
DECLARATION OF ESTABLISHMENT OF  
RESTRICTIONS AND GRANTS OF EASEMENTS

Carson City, Nevada

This First Amendment to Declaration of Establishment of Restrictions and Grants of Easements is made this 28th day of December, 2003, by and between Longs Drug Stores California, Inc. (hereinafter referred to as "Longs") and Steve and Kathleen Boeche, Husband and Wife (hereinafter referred to as "Boeche").

## RECITALS:

WHEREAS, Longs executed the Declaration of Establishment of Restrictions and Grants of Easements dated February 16, 2000, (hereinafter referred to as "Declaration") as "Declarant" and is the owner of that certain real property hereinafter referred to as Parcels A, B, C, D, and E, which property is set forth on that certain Parcel Map recorded as Document No. 219870, filed on June 30, 1998, in Book 8, Page 2275, and Parcel F1 which is set forth on that certain Parcel Map recorded as Document No. 244169, filed on January 11, 2000, in Book 8, Page 2346, in the Official Records of Carson City, State of Nevada;

WHEREAS, Boeche is the owner of that certain real property hereinafter referred to as Parcel F2 as set forth on that certain Parcel Map recorded as Document No. 244169, filed on January 11, 2000, in Book 8, Page 2346, in the Official Records of Carson City, State of Nevada;

WHEREAS, the parties hereby agree to modify the Declaration to clarify certain provisions, among others, pertaining to the subdivision of Parcel F and the definition of "Common Area."

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

311742

1. Exhibit A-1, Page 2, which is the Parcel Map recorded in the Official Records of Carson City, State of Nevada, as Document No. 244169, filed on January 11, 2000, in Book 8, Page 2346, attached hereto is incorporated herein to the Declaration.
2. Section 1.1 is modified by adding in the third line after the words "service areas," the following:  
"...(excluding any walkways, stairwells, elevators, loading ramps, etc., that are included in an Occupant's place of business)..."
3. All references to "Parcel F" in Section 2.3(a) are hereby amended to refer to "Parcel F2."
4. The reference to "Parcel F" in Section 2.3(c) is hereby amended to refer to "Parcel F1 and/or Parcel F2."
5. Section 2.4 is hereby deleted in its entirety and the following substituted in its place:

**"2.4 Restriction on Development"**

- (a) Parcels F1 and F2 may be developed only in accordance with the following criteria:
  - (i) Parcel F1 and Parcel F2 may be developed with only one pad on each parcel. Prior to the initiation of any improvement work, the site development plans pertaining to either parcel shall require the review and approval of the owner of Parcel C. Such approval shall not be unreasonably withheld.
  - (ii) Should the pad on Parcel F2 be developed as Dairy Queen (or a similar 'fast food' type operator) there may be a drive through design, but the building area shall not exceed two thousand two hundred (2,200) square feet; provided, however, that the pad on Parcel F2 may be developed for additional use up to a maximum building area of three thousand five hundred (3,500) square feet. Should the owner of Parcel F2 elect to construct building areas greater than two thousand two hundred (2,200) square feet, then within thirty (30) days of the date the owner of Parcel F2 obtains all necessary governmental approvals for such additional construction, it shall pay to the owner of Parcel C an amount equal to Thirteen Dollars and Thirty-One Cents (\$13.31) multiplied by the square footage of the expansion area, multiplied again by a factor of four (4). In no event shall the owner of Parcel F2 be permitted to expand beyond two thousand two hundred (2,200)

square feet if such expansion would result in the owner of Parcel C being limited in its own ability to add building area, by reason of governmental or parking limitations or any other restriction on building expansion.

(b) No portion of the Shopping Center shall be used for a food service (except Parcels F1 and F2 as set forth herein), or office purposes (except as incidental to a permitted use), nor for the purposes of any entertainment or recreational facility, or training or educational facility without the prior written consent of the owner of Parcel C.

As used herein 'entertainment or recreational facility' includes, but is not limited to, a bowling alley, skating rink, theater, billiard room, massage parlor, health spa or studio or gym, or other place of public amusement. 'Training or educational facility' includes, but is not limited to, a beauty school, barber college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers."

6. Section 8.15 is amended by adding the following after Declarant's notice address:

"To BOECHE: Steve and Kathleen Boeche  
2236 Oak Ridge Drive  
Carson City, NV 89703

7. Except as specifically amended by this First Amendment, all terms of the Declaration are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written and shall be effective as of the date of the Declaration.

LONGS DRUG STORES CALIFORNIA, INC.  
A California Corporation

By: P.K. Ralph

Its: Vice President

By: CDP

Its: Assistant Secretary

STEVE AND KATHLEEN BOECHE  
Husband and Wife

By: Steve Boeche

By: Kathleen Boeche

[NOTARIZATIONS ATTACHED]

State of NEVADA)  
ss.  
County of Douglas)

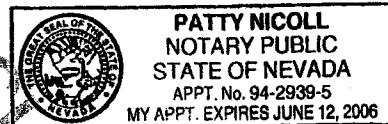
On 12-24-03, before me, Patty Nicoll, Notary Public, personally  
appeared Steve and Kathy Boeche

personally known to me OR -  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 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 the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Patty Nicoll

My Commission Expires 12-6-12-06



OPTIONAL INFORMATION

Document Information

This certificate must be attached to the following document:

Title of Document: First Amendment to Declaration of Establishment of Restrictions  
and Grants of Easements

Project: Carson City, Nevada

Capacity Claimed By Signer

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporate Officer(s) _____	<input type="checkbox"/> General
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Attorney-in-Fact	<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____		

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1/27/2021

## ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 )ss.  
County of Contra Costa )

On December 29, 2003, before me, Mary P. O'Melia, Notary Public, personally appeared

M. K. Raphael and A. J. Pope

personally known to me - OR  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 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 the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Mary P. O'Melia

My Commission Expires 09/30/06



## OPTIONAL INFORMATION

## Document Information

This certificate must be attached to the following document:

Title or Type of Document: First Amendment to Declaration of Establishment of Restrictions and Grants of Easements

Project: Longs Drug Store #426 - Carson City, Nevada

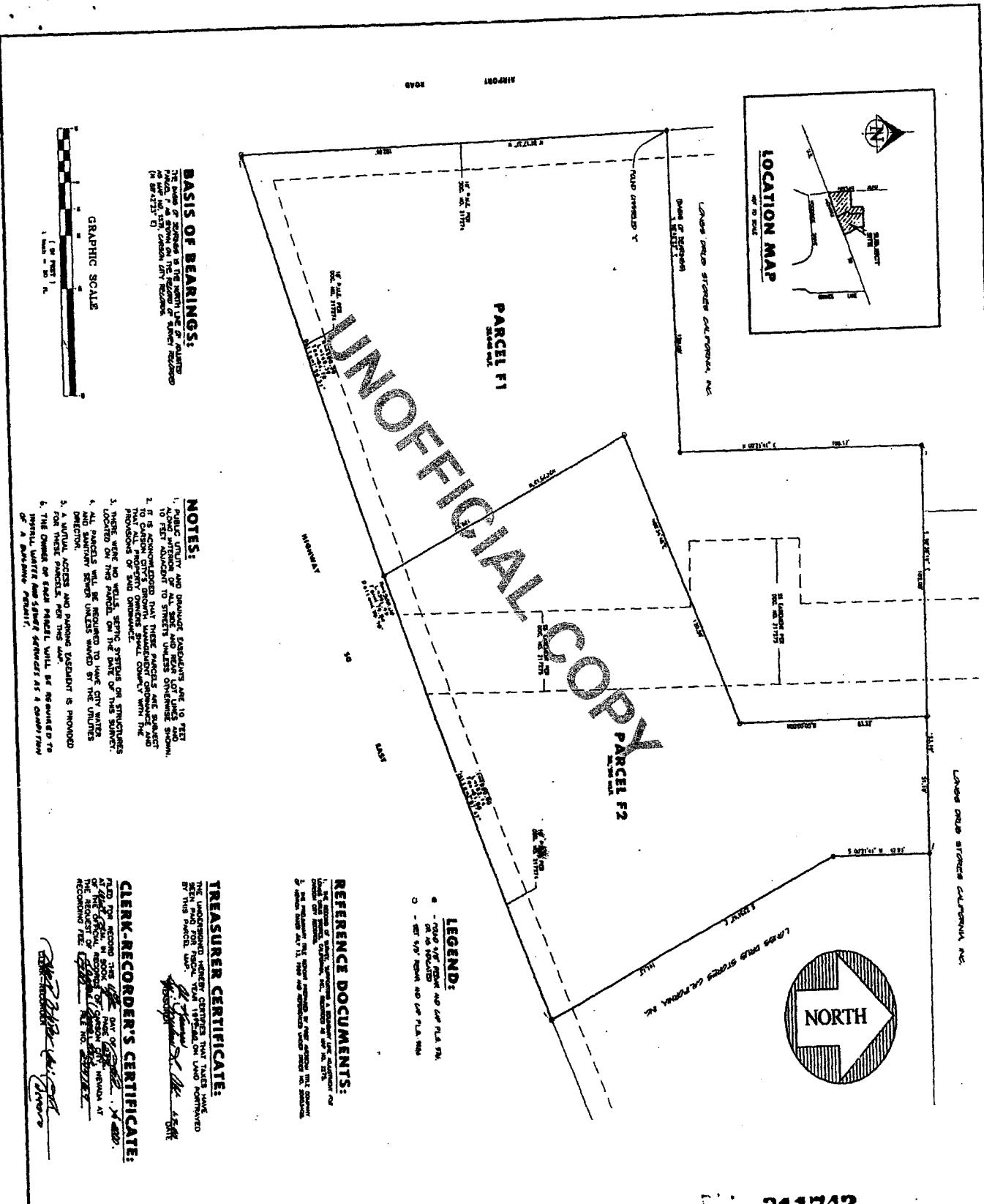
## Capacity Claimed By Signer

- Individual
- Partner(s)
- Attorney-in-Fact
- Other

- Corporate Officer(s)  Vice President and Asst. Secty., respectively
- Limited
- Trustee(s)  General
- Guardian/Conservator

Signer is representing: (name of person[s] or entity[ies])  
Longs Drug Stores California, Inc.

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**Exhibit A-1**  
**Page 2**