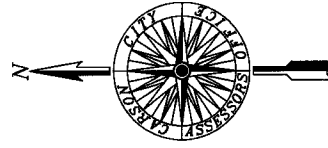
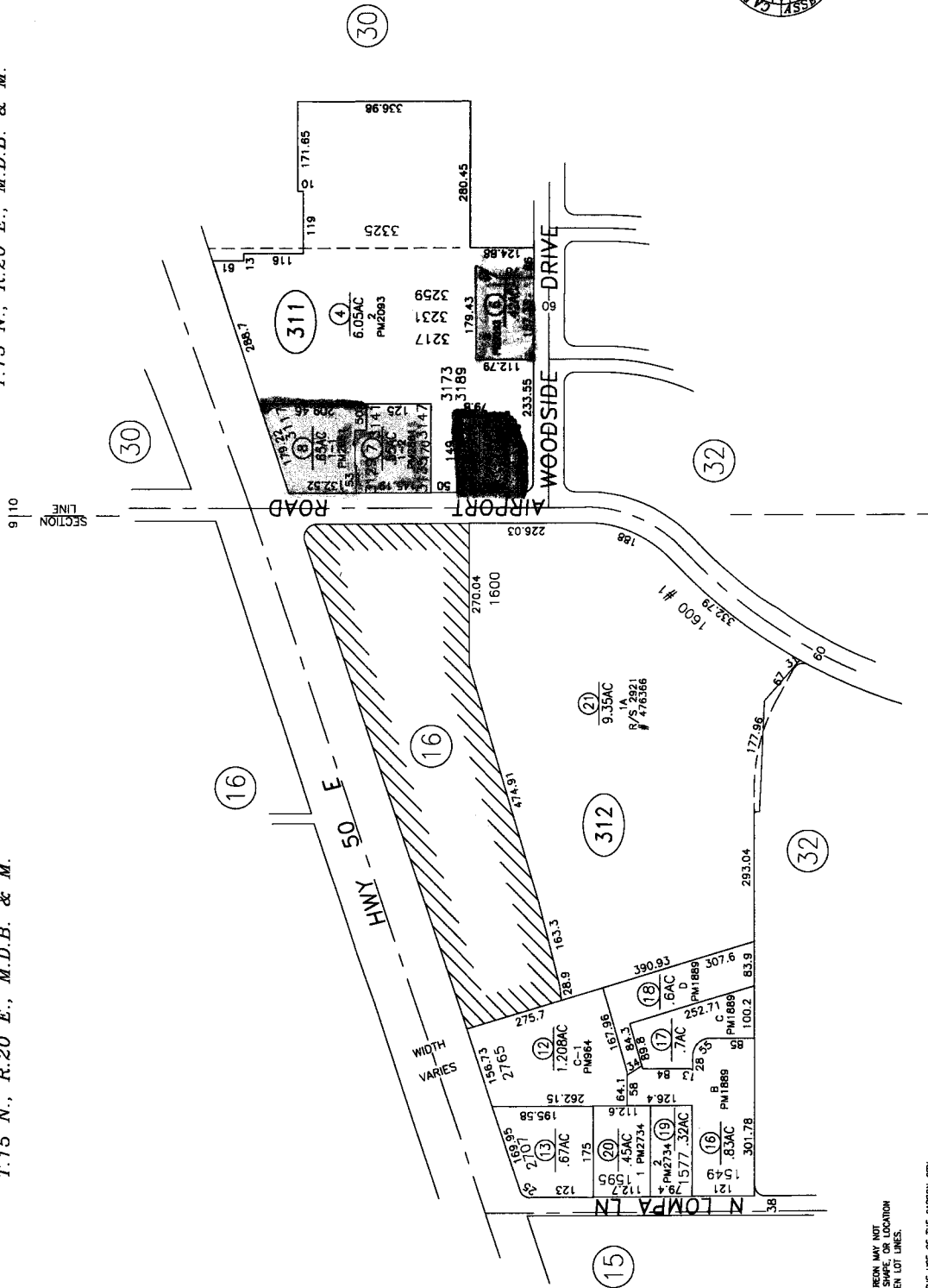


# Exhibit D

8-31

PORTION SW1/4 SECTION 10  
T.15 N., R.20 E., M.D.B. & M.

PORTION SE1/4 SECTION 9  
T.15 N., R.20 E., M.D.B. & M.



SCALE: 1" = 200'  
REVISED: 06/30/2017

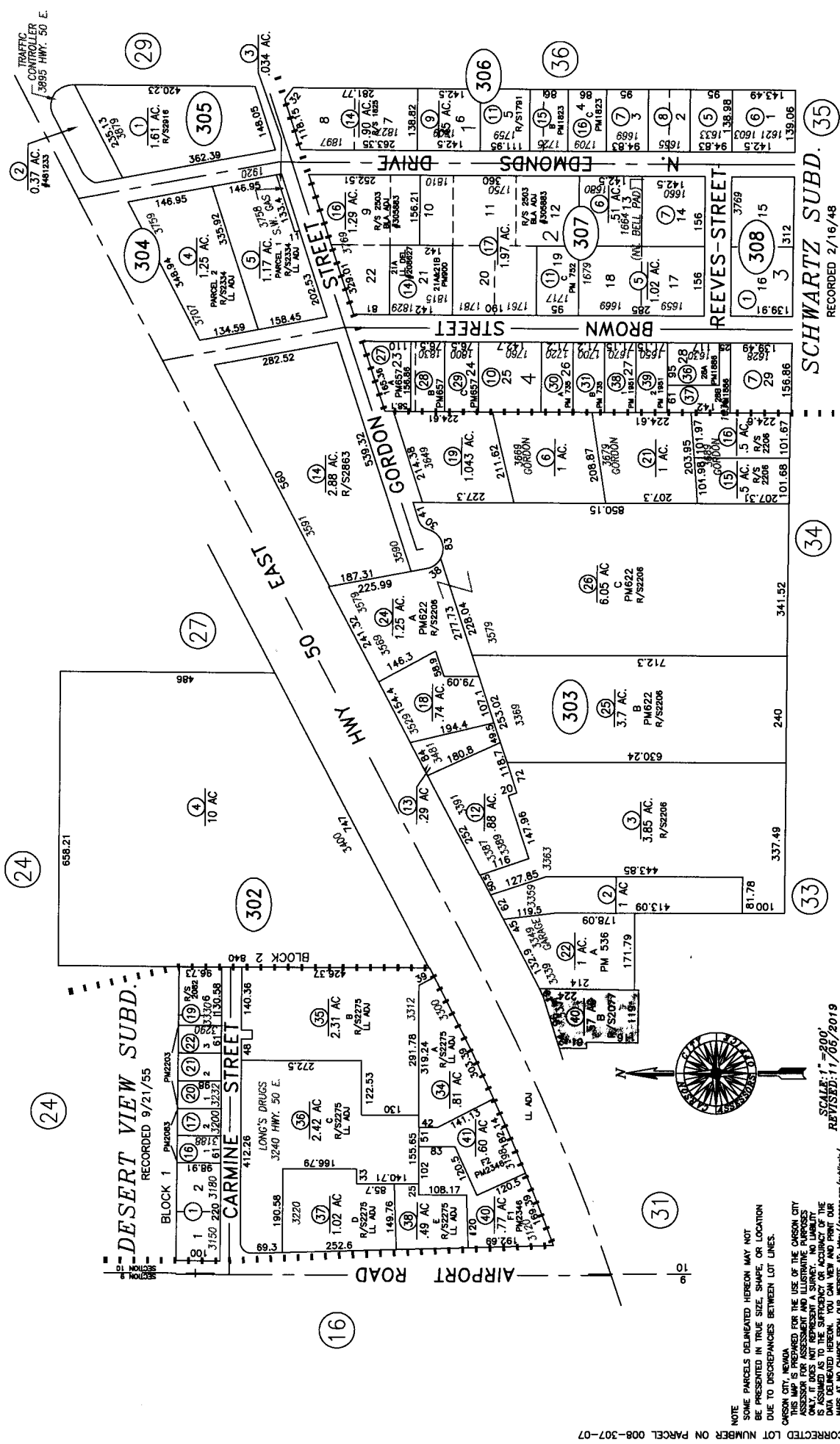
NOTE:  
SOME PARCELS INDICATED HEREON MAY NOT  
EXIST IN THE SAME SIZE, SHAPE, OR LOCATION  
DUE TO DISCREPANCIES BETWEEN LOT LINES.

CARSON CITY, NEVADA  
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY  
PLANNING DEPARTMENT AND IS NOT TO BE USED FOR ANY OTHER  
PURPOSE. THE PLANNING DEPARTMENT ASSUMES NO LIABILITY  
WHETHER IN CONTRACT OR TORT FOR ANY ERRORS OR OMISSIONS  
WHICH MAY APPEAR HEREON. THE SUFFICIENCY OR ACCURACY OF THE  
DATA DELIVERED HEREON, YOU CAN VIEW AND PRINT OUR  
MAPS AT NO CHARGE FROM OUR WEBSITE AT: <http://copper.com/public/>

PARCEL 8-311-03 IS NOW 8-311-07 & 08

N1/2 SW1/4 SECTION 10, T.15 N., R.20 E., M.D.B. & M.

8-30



SCALE: 1" = 200'  
REVISED: 11/06/2019

NOTE  
SOME PARCELS DELINEATED HEREON MAY NOT  
BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION  
DUE TO DISCREPANCIES BETWEEN LOT LINES.

CARSON CITY, NEVADA  
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY  
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES  
ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY  
IS ASSUMED BY THE ASSessor FOR ANY ERRORS OR  
DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR  
MAPS AT NO CHARGE FROM OUR WEBSITE AT: <http://carsoncity.org/publicinfo/>

CORRECTED LOT NUMBER ON PARCEL 008-307-07

When recorded please mail to:  
 DONALD E. KNICKREHM  
 HAWLEY, TROXELL, ENNIS & HAWLEY  
 P.O. Box 1617  
 Boise, ID 83701

# 01P0 William & Airport  
 Carson City, NV  
 3/10/95

**DECLARATION OF RESTRICTIONS  
 AND  
 GRANT OF EASEMENTS**

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**DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS  
("Declaration") is made as of the 14 day of March, 1995, by and between  
Airport 50, LLC, a limited liability company ("First Party"), and Albertson's, Inc., a  
Delaware corporation ("Albertson's").

**1. PRELIMINARY**

**1.1 Definitions:**

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and incorporated herein by this reference, together with those portions of the Expansion Area which are from time to time covered by a building or other commercial structure.

(c) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

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(d) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(e) "Consenting Owners": The Owners of Parcels 1 and 2; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(f) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Expansion Area": All those areas on Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A."

(h) "First Party": Airport 50, LLC, a limited liability company, c/o Doug and Kathy Hone, P.O. Box 2826, Minden, NV 89423.

(i) "floor area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(j) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(k) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

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(l) "Parcel": Parcel 1, 2, 3, 4 or 5 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(m) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(n) "Prime Lessee": An Owner of a Parcel who sells said Parcel to an unaffiliated third party and thereafter enters into a net lease for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(o) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(p) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

(q) "Shopping Center": Parcels 1, 2, 3, 4 and 5 collectively.

1.2 **Parties:** First Party is the Owner of Parcels 1, 3, 4 and 5; and Albertson's is the Owner of Parcel 2. The Parcels are located at the southeast corner of the intersection of U.S. Highway 50 East and Airport Road in Carson City, Nevada as shown on Exhibit "A" and more particularly described in Schedule I attached hereto.

1.3 **Purpose:** The parties plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.



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## II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 **Building Location:** All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. No more than one building shall be located on each Parcel. The parties acknowledge that Exhibit "A" shows Parcel 5 as having a "Building Envelope Line." The total ground floor area of the building on Parcel 5 shall not exceed the Maximum Building Area for Parcel 5 shown on Exhibit "A" (as indicated by "Max") and the building located on Parcel 5 shall be entirely within the Building Envelope Line shown on Exhibit "A." If a gas or service station is located on Parcel 5 then, in addition to the foregoing, (i) the canopy for the same shall be located within the "Canopy Limit Line" shown on Exhibit "A" and (ii) all gas pumps shall be located under the gas or service station's canopy. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by a one inch asphalt dust cap and kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 **Common Area:** The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common

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Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures not shown on the Site Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except pylon, monument and directional signs (as provided in Article IV), paving, bumper guards, curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. All portions of a Building Area which cannot be used for buildings shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written consent of the Consenting Owners to the expansion of any building into the Expansion Area shown on Exhibit "A."

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### 2.3 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed or the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved same provided that, when the approval was sought, the

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one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this subparagraph (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(d) All buildings on Parcels 1 and 2 shall be single story with mezzanine permitted. The building on Parcel 1 shall not exceed thirty-one (31) feet in height and the building on Parcel 2 shall not exceed thirty-eight (38) feet in height. No building on Parcel 3 or 4 shall exceed one (1) story and twenty-eight (28) feet in height (including mechanical fixtures and equipment and screening for same) and no building on Parcel 5 shall exceed one (1) story and twenty-four (24) feet in height (including mechanical fixtures and equipment and screening for same). If a gas or service station is located on Parcel 5 the canopy shall be a minimum of eighteen (18) feet in height but shall not exceed twenty (20) feet in height. No mezzanine or basement shall be used for the sale or display of merchandise.

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(e) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

#### 2.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with

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use of the improved Common Area or with the normal operation of any business in the Shopping Center.

**2.5 Casualty and Condemnation:** In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

**2.6 Indemnification:** Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

### III. EASEMENTS

**3.1 Ingress, Egress and Parking:** Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

#### 3.2 Utility Lines and Facilities:

(a) Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) 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 in the Shopping Center). Notwithstanding the



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foregoing, the parties acknowledge that a cable T.V. line is currently located above ground on Parcel 1 and the parties agree that such line may continue to be located above ground to the extent the same is permitted under the Construction Documents referenced in the Development Agreement and to the extent the same is permitted by applicable governmental ordinances or approvals. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. 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 Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the 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 Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-

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built plans for all such relocated utility lines and facilities 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 Owner 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 Declaration.

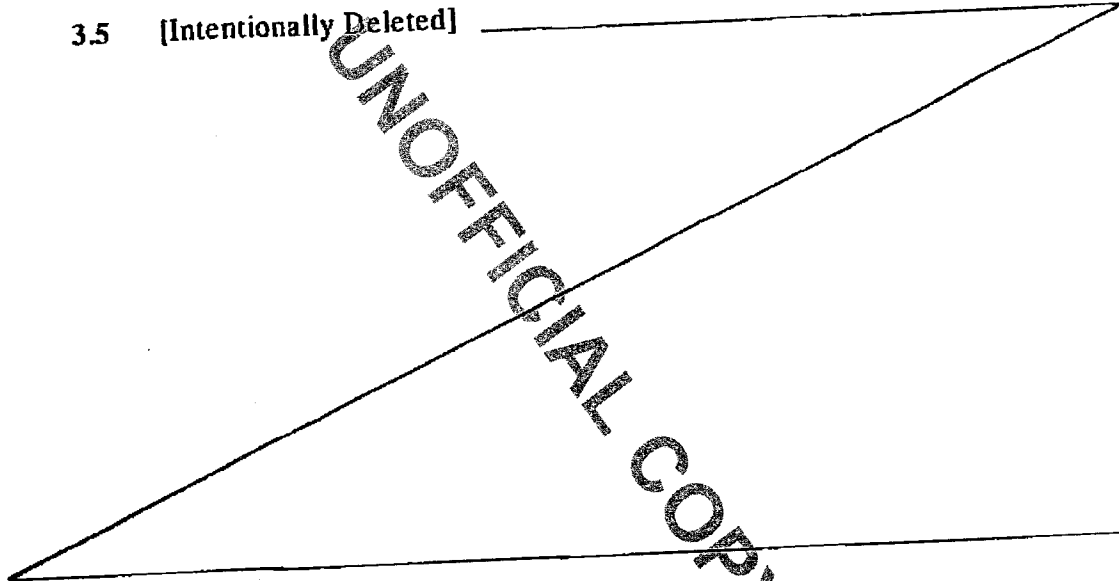
3.3 **Signs:** Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant 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 Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.4 **Building Encroachments:** Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not

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exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 [Intentionally Deleted]



**IV. OPERATION OF COMMON AREA**

**4.1 Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the Consenting Owners or unless otherwise required by law.

**4.2 Employee Parking:** Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time with the prior written consent of the Consenting Owners. In the event employee parking areas are designated as provided herein, then employees of any Owner or occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall

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employees park within 200 feet of the front of any building located on Parcel 1, 2 or 3. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or occupant of the Shopping Center.

#### 4.3 Signs:

(a) The Owner of Parcel 2 shall have the right, subject to governmental approval, to erect a free-standing sign at each of the locations designated "Center Pylon Sign" on Exhibit "A." Such Center Pylon Signs shall be constructed in accordance with the approved Sign Drawings referenced in the Development Agreement. Such signs shall display the designation of the Owner or occupant of Parcel 2 and space for the designations of not to exceed four (4) other businesses in the Shopping Center. First Party shall be entitled to designate which other business in the Shopping Center may display on the four (4) other spaces provided on the Center Pylon Signs (and some businesses may be allowed to display on one of the Center Pylon Signs but not the other, in First Party's discretion). The Center Pylon Signs shall include, in addition, the Shopping Center name designation if such designation is required by governmental authority. The cost of constructing and installing the Center Pylon Sign structures (including electrical hookup to the Common Area meter) shall be paid initially by the Owner of Parcel 2. First Party shall reimburse the Owner of Parcel 2 for one-half (1/2) of the cost of constructing and installing the Center Pylon Signs (including electrical hookup to the Common Area electrical meter) upon the completion of construction of the Center Pylon Signs and receipt of a statement of the costs of construction and installation of the Center Pylon Signs. The cost of maintaining, repairing, replacing and lighting the Center Pylon Signs shall be paid as provided in Section 7.1 of the Common Area Maintenance Agreement. Each displaying business shall supply its own sign can

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and fascia. The Owner (or other occupant) of Parcel 2 shall have the top designation on the Center Pylon Signs (or the next to the top designation if governmental authority requires the Shopping Center name designation on the Center Pylon Signs). The sign fascia to be displayed on the Center Pylon Signs shall be subject to the prior written approval of the Owner of Parcel 2, not to be unreasonably withheld. Any other signage by the Owner (or other occupant) of Parcel 2 (except the standard signs and logos of the Owner [or other occupant] of Parcel 2 as they may exist from time to time) shall be subject to First Party's approval, not to be unreasonably withheld.

(b) In addition to the foregoing, the Owner or occupant of Parcel 5 (subject to governmental approval and provided the amount of signage otherwise permitted by governmental authority to the Owner or occupant of Parcel 2 and for the Center Pylon Signs is not adversely affected thereby) shall have the right to erect a monument sign not exceeding four (4) feet in height or twenty (20) square feet in total size on Parcel 5 at the location designated "Parcel 5 Monument Sign" on Exhibit A ("Parcel 5 Monument Sign").

The cost of constructing, installing, maintaining, repairing and replacing the Parcel 5 Monument Sign structure (if any) shall be paid by the Owner of Parcel 5. The Parcel 5 Monument Sign shall be separately metered. The design of the Parcel 5 Monument Sign structure and sign fascia used on the Monument Sign shall be subject to the prior written approval of the Owner or occupant of Parcel 2.

(c) There shall be no other signs, except directional signs, a gas station pricing sign on Parcel 5, and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1, 3, 4 and 5 shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on

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penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances. The design of any gas station pricing sign on Parcel 5 (and the sign fascia used thereon) shall be subject to the prior written approval of the Owner or occupant of Parcel 2.

4.4 Protection of Common Areas: Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel.

4.5 Sales: No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owner or occupant of Parcel 2 shall be permitted from the parking lot located on Parcel 2 subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days' duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 2, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of Parcel 2 upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2, and (v) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with

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access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

**4.6 Hazardous Materials:**

(a) No Owner of the Shopping Center shall cause or knowingly permit any "Hazardous Materials" (as hereinafter defined) to be stored, released, disposed of, produced or otherwise to exist in the Shopping Center in violation of any law, rule, regulation, or ordinance, now or at any time in effect. "Hazardous Materials" is herein defined as underground storage tanks, or any hazardous substances, materials, pollutants, contaminants or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state or federal law, rule, regulation or ordinance, including, without limitation, asbestos, PCB's, petroleum and petroleum products and urea-formaldehyde. Without limiting the generality of any provision of this Declaration or any of the remedies set forth in this Declaration, any Owner in the Shopping Center violating the foregoing provision shall indemnify, defend, and hold harmless all other Owners and occupants in the Shopping Center from and against any and all damages, fines, penalties, liabilities, claims, diminution in value, expenses (including, without limitation, response costs, monitoring costs, attorneys' fees and attorneys' fees on appeal), judgments, proceedings and causes of action, losses, costs and penalties (collectively, "Environmental Damages") incurred by such other Owners and occupants as a result of the indemnifying Owner's default hereunder.

(b) In addition to the obligations and liabilities set forth in subparagraph (a) above, in the event Parcel 5 is used as a gas or service station the

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following shall apply (it being acknowledged and agreed that nothing in subparagraph (a) above shall be deemed to limit any of the provisions of this subparagraph (b)): The Owner and occupant of Parcel 5 shall each be obligated to indemnify, defend and hold the Owner and occupant(s) of Parcel 2 harmless from and against any and all Environmental Damages arising out of or in any manner directly or indirectly relating to the operation and/or presence of a gas or service station on Parcel 5, whether or not relating to a violation of any law, rule, regulation, or ordinance now or at any time in effect. All obligations of the Owners and occupants of Parcel 5 under this subsection (b) shall be joint and several.

(c) The provisions of subparagraph (a) and (b) above shall not be deemed to limit any party's rights or obligations under any common law, contract, statute, rule or regulation. The provisions of this Paragraph 4.6 shall survive the termination or expiration of this Declaration.

#### V. RESTRICTIONS ON USE

5.1 **Food and Drug Restrictions:** No part of Parcel 1, 3, 4 or 5 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); as a bakery or delicatessen (however the foregoing shall not be deemed to prohibit a sandwich or donut shop); for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.



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**5.2 Shopping Center Restrictions:** No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge (except that a cocktail lounge shall be permitted in any family style restaurant which is allowed under Section 5.3 provided that such cocktail lounge does not exceed twenty percent (20%) of the total floor area of such restaurant and provided also that the cocktail lounge is incidental to the family restaurant business), adult book or adult video store, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than six [6] electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers. Notwithstanding the foregoing provisions, slot machines, video poker machines and similar gaming machines allowed under and subject to the State of Nevada Limited Gaming License shall be allowed uses within the buildings on Parcels 2 and 4, provided that such machines are only incidental to the primary business being conducted in the respective buildings, and provided further that no more than fifteen (15) machines shall be operated on Parcel 2 or Parcel 4.

**5.2A Location Restrictions:** No part of the Shopping Center shall be used as a gas or service station except as follows: A self-service gas or service station which

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does not perform vehicle repairs (hereafter "gas station") shall be allowed on Parcel 5 and shall be allowed to have an automatic single bay car wash as an incidental part of the gas station operation, provided that any such operation shall be maintained in a clean, orderly and aesthetically pleasing condition and shall not be permitted to have displays of automotive parts or tires outside the building. In addition, the Owner of Parcel 2 shall not be charged with or responsible for paying any Common Area maintenance or insurance expenses which are uniquely attributable to a gas station and/or car wash on Parcel 5 and which are in addition to customary maintenance and insurance charges which would apply if Parcel 5 were not being used as a gas station and/or car wash. A convenience store or "mini mart" not to exceed 3,000 square feet of floor area shall be allowed on Parcel 5 as an incidental part of the gas station operation. Notwithstanding Section 5.1 above, such convenience store shall be permitted to sell beer and wine for off-premises consumption, provided that (i) the sale of beer and wine for off-premises consumption shall not impair Albertson's ability to obtain a liquor license and (ii) such beer and wine sales are strictly incidental to the primary gas station business and in no event exceed twenty percent (20%) of the gross revenues from all sources from Parcel 5.

**5.3 Location Restrictions:** No part of Parcel 1 or 3 shall be used as a restaurant (except that a take out restaurant such as Subway Sandwich or Little Caesar's Pizza, or an ice cream shop, shall be allowed, provided that any such store does not exceed 1,500 square feet of floor area, and provided further that no more than two (2) such stores shall be allowed on, respectively, Parcel 1 or Parcel 3) or as a medical, dental, professional or business office (said office uses collectively being referred to as,

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"Office Use") except that the westerly most 2,500 square feet of Building Area on Parcel 3 may be used for an Office Use.

**5.4 Driveup and Drive Through Facilities:** No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. The parties hereby approve the vehicular driveup and drive through customer service facilities shown on Exhibit "A."

**5.5 Mall Restrictions:** There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

## VI. GENERAL PROVISIONS

**6.1 Covenants Run With the Land:** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

**6.2 Successors and Assigns:** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The

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new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

**6.3 Duration:** Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof. Notwithstanding the foregoing, upon the expiration of such sixty-five (65) year term, the term of this Declaration shall automatically and without notice be extended for five (5) successive terms of five (5) years each (each 5 year term being referred to herein as a renewal term ) unless no later than thirty (30) days prior to the expiration of the initial 65 year term or renewal term then in effect (as applicable) the Owners and Prime Lessees of the Parcels containing ninety percent (90%) of the total square footage of Building Area in the Shopping Center duly execute, with acknowledgment, an agreement terminating this Declaration and record the same in the Official Records of Carson City, Nevada, in which event, this Declaration shall terminate upon the expiration of the initial 65 year term or renewal term then in effect (as applicable).

**6.4 Injunctive Relief:** In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

**6.5 Modification and Termination:** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of

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the Owners and Prime Lessees of the Parcels containing ninety percent (90%) of the total square footage of Building Area in the Shopping Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required Owners and Prime Lessees and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

**6.6 Method of Approval:** Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 6.5. Except as otherwise set forth in Section 6.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the

rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

**6.7 Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6.8 Breach Shall Not Permit Termination:** It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**6.9 Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30)

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day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

**6.10 Notices:**

(a) All notices given pursuant to this Declaration 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 Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

First Party: Airport 50, LLC  
c/o Doug and Kathy Hone  
P.O. Box 2826  
Minden, NV 89423

Albertson's: Albertson's, Inc.  
250 Parkcenter Boulevard  
P.O. Box 20  
Boise, ID 83726  
Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the

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return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**6.11 Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

**6.12 Attorney's Fees:** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**6.13 Sale & Sale-leaseback Purchaser:** Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party and thereafter enters into a net lease for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the



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Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

**6.14 Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

**6.15 Not a Partnership:** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**6.16 Third Party Beneficiary Rights:** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

**6.17 Captions and Headings:** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**6.18 Entire Agreement:** This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

**6.19 Construction:** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders,

the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.20 Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.21 Recordation: This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

EXECUTED as of the day and year first above written.

ALBERTSON'S:

Albertson's, Inc.  
a Delaware corporation

FIRST PARTY:

Airport 50, LLC,  
a limited liability company

BY: William H. Arnold  
William H. Arnold  
Vice President, Real Estate Law

BY: Kathleen L. Hone  
Kathleen L. Hone, Manager

BY: Thomas A. Greubel  
Thomas A. Greubel, Manager

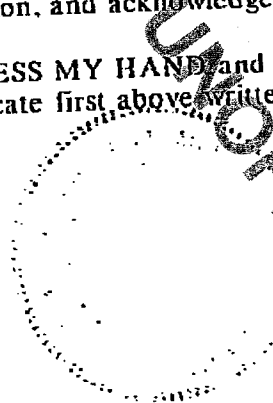
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1/27/2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 30 day of March, 1995, before me, Jacqueline M. McDonald, a Notary Public in and for said State, personally appeared William H. Arnold, known to me to be Vice President, Real Estate Law of Albertson's, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

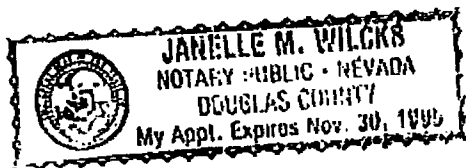


Jacqueline M. McDonald  
Notary Public for the State of Idaho  
Residing at Merger, Idaho  
My Commission Expires 2-01-99

STATE OF NEVADA )  
 ) ss.  
County of Douglas Carson City )

On this 16<sup>th</sup> day of March, 1995, before me, Janelle Wilcks, a Notary Public in and for said State, personally appeared Kathleen L. Hone, to me known to be a manager of Airport 50, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



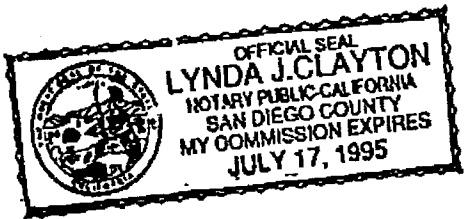
Janelle Wilcks  
Notary Public for the State of Nevada  
Residing at Merger, NV  
My Commission Expires 11-30-95

1/27/2021

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 14 day of March, 1995, before me, LYNDA J. CLAYTON  
a Notary Public in and for said State, personally appeared Thomas A. Greubel, to me  
known to be a manager of Airport 50, LLC, the limited liability company that executed  
the within instrument or the person who executed the instrument on behalf of said  
limited liability company, and acknowledged to me that such limited liability company  
executed the same.

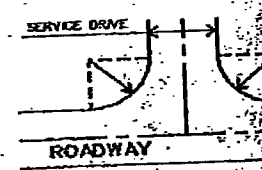
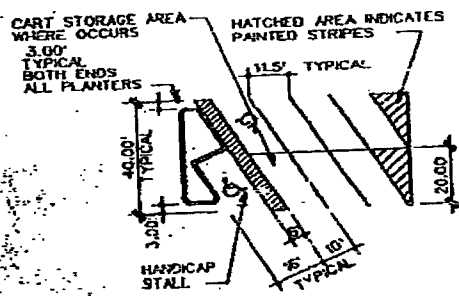
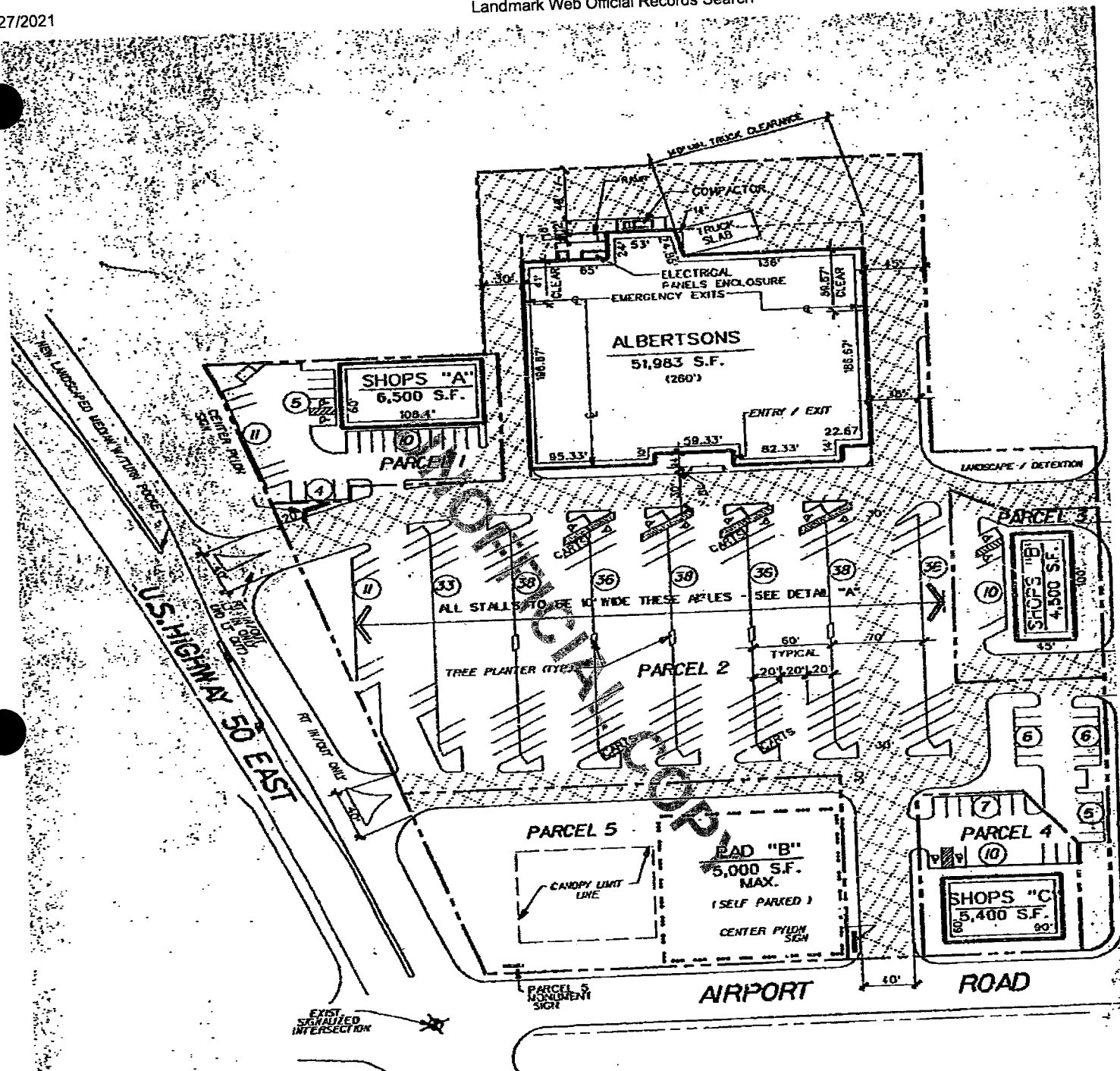
WITNESS MY HAND and official seal hereto affixed the day, month and year  
in this certificate first above written.



Lynda J. Clayton  
Notary Public for the State of California  
Residing at San Antonio  
My Commission Expires 7/17/95

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1/27/2021



**(B) CURB CU**  
1"=50'-0"

000173486

1/27/2021

### GENERAL NOTES



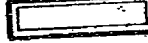


NO TRUCK WELLS, NATURAL DOCK ONLY  
 PARKING REQUIREMENTS: 1/300 S.F. OF G.B.A.

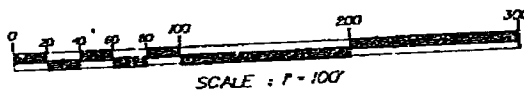
BUILDING SETBACK REQUIREMENTS:  
 FRONT }  
 REAR } PER CODE AND CITY REVIEW  
 SIDE }

LANDSCAPE REQUIREMENTS:  
 PER CODE,  
 POINT SYSTEM LANDSCAPE WILL BE REQUIRED

ZONING REQUIREMENTS:  
 EXISTING- GC COMMERCIAL  
 REQUIRED- GC COMMERCIAL

### LEGEND

- PROPERTY/PARCEL LINE 
- EXPANSION LIMIT LINE 
- BUILDING AREA 
- HEAVY DUTY PAVING 
- BUILDING ENVELOPE LINE 



## EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	73,383
TOTAL CARPARKS REQUIRED	* 228
TOTAL CARPARKS PROVIDED	338 (+110)
TOTAL SITE AREA	375,548 S.F. (+8.62 AC. +/-)

\* DOES NOT INCLUDE SELF PARKED PAD "B"

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 7-29-94
PRESIDENT	SIGNED 7-29-94
EXEC. V.P./SD	SIGNED 7-29-94
SR. V.P./REG.	SIGNED 7-29-94
V.P./RE	SIGNED 7-29-94
V.P./ARCH-ENG.	SIGNED 7-29-94

NO. 1	RFD	REV. PARCEL LINE
NO. 2	RFD	REV. FRONT ENTRY
NO. 3	RFD	REV. TO STREET
NO. 4	RFD	REV. ASSEMBLY
NO. 5	RFD	REV. TO STREET
NO. 6	RFD	REV. TO STREET
NO. 7	RFD	REV. TO STREET
NO. 8	RFD	REV. TO STREET
NO. 9	RFD	REV. TO STREET
NO. 10	RFD	REV. TO STREET
NO. 11	RFD	REV. TO STREET
NO. 12	RFD	REV. TO STREET
NO. 13	RFD	REV. TO STREET
NO. 14	RFD	REV. TO STREET
NO. 15	RFD	REV. TO STREET
NO. 16	RFD	REV. TO STREET
NO. 17	RFD	REV. TO STREET
NO. 18	RFD	REV. TO STREET
NO. 19	RFD	REV. TO STREET
NO. 20	RFD	REV. TO STREET
NO. 21	RFD	REV. TO STREET
NO. 22	RFD	REV. TO STREET
NO. 23	RFD	REV. TO STREET
NO. 24	RFD	REV. TO STREET
NO. 25	RFD	REV. TO STREET
NO. 26	RFD	REV. TO STREET
NO. 27	RFD	REV. TO STREET
NO. 28	RFD	REV. TO STREET
NO. 29	RFD	REV. TO STREET
NO. 30	RFD	REV. TO STREET



PROJECT  
 S.E.C.  
 AIRPORT ROAD  
 AND  
 U.S. HIGHWAY 50  
 & EAST  
 CARSON CITY, NV

STORE NO.  
 1-P

GRANTED BY  
 DATE: 6-15-94

SHEET TITLE  
 EXHIBIT "A"  
 SITE PLAN

1  
 OF 1  
 10/20/94

WOODSIDE DRIVE

DETAIL

**SCHEDULE I**

**(Legal Descriptions of Parcels)**

- Parcel 1:** Parcel B as shown on that certain Record of Survey supporting a boundary adjustment filed for record on the 28th day of October, 1994, in Book 7, Page 2077, of the Official Records of Carson City County, Nevada
- Parcel 2:** Parcel 2 as shown on that certain Parcel Map No. 2093, Filed in the Office of the County Recorder of Carson City County on February 27, 1995 as File No. 172579 of Official Records of Carson City County, Nevada.
- Parcel 3:** Parcel 3 as shown on that certain Parcel Map No. 2093, Filed in the Office of the County Recorder of Carson City County on February 27, 1995 as File No. 172579 of Official Records of Carson City County, Nevada.
- Parcel 4:** Parcel 4 as shown on that certain Parcel Map No. 2093, Filed in the Office of the County Recorder of Carson City County on February 27, 1995 as File No. 172579 of Official Records of Carson City County, Nevada.
- Parcel 5:** Parcel 1 as shown on that certain Parcel Map No. 2093, Filed in the Office of the County Recorder of Carson City County on February 27, 1995 as File No. 172579 of Official Records of Carson City County, Nevada.

ORIGINAL COPY

FILED FOR RECORD  
 REQUEST OF  
*41588 Nipponcon*  
 '95 MAR 24 P1:03 TITLE  
 00Q173486  
 420 RB

APN 008-311-08

APN 008-311-05

APN 008-311-06

APN 008-311-07

APN 008-303-40

RECORDED AT THE  
REQUEST OF  
**Airport 50 LLC**  
2017 JAN 18 AM 10:28  
FILE NO. 471606  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEES 50.00  
FOR RECORDER'S USE ONLY

*Second Amendment to Declaration of*  
TITLE OF DOCUMENT

*Restrictions and Grant of Easements  
and to Common Area Maintenance Agreement*

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

*Kathleen L. Hone*  
Signature

Kathleen L. Hone  
Print Name & Title

WHEN RECORDED MAIL TO:

Airport 50 LLC

P.O. Box 2826

Minden, NV 89423

471606



**SECOND AMENDMENT TO DECLARATION OF  
RESTRICTIONS AND GRANT OF EASEMENTS  
AND TO COMMON AREA MAINTENANCE AGREEMENT**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS AND TO COMMON AREA MAINTENANCE AGREEMENT ("Second Amendment") is made and entered into this 1st day of November, 2016, by and between AIRPORT 50, LLC, a Nevada limited liability company (hereinafter referred to as "First Party"), SAVE MART SUPERMARKETS, a California corporation (hereinafter referred to as "Save Mart") and SSB PROPCO, LLC, a Nevada limited liability company (hereinafter referred to as "SSB PROPCO").

**WITNESSETH:**

WHEREAS, First Party is the owner of Parcels 1, 3, 4 and 5 and Save Mart is the owner of Parcel 2 as said parcels are described in that certain "Declaration of Restrictions and Grant of Easements" dated March 14, 1995, and recorded March 24, 1995 as Document Number 173486 of the Official Records for Carson City, Nevada (the "Declaration"). First Party and Save Mart are also subject to the executed and recorded "Common Area Maintenance Agreement" dated March 14, 1995, and recorded March 24, 1995, as Document Number 173487 of the Official Records for Carson City, Nevada (the "CAMA"); and

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-

WHEREAS, First Party is in the process of selling a portion of Parcel 5 to SSB PROPCO as more particularly described on Exhibit B attached hereto ( "Parcel 1-1" of Parcel Map PM-16-011) and upon consummation of the sale, SSB PROPCO agrees to be subject to the "Declaration" as amended and the "CAMA" as amended; and

WHEREAS, SAVE MART acquired Parcel 2 from Albertson's, Inc., a Delaware corporation on or about the 23rd day of February, 2007, and in connection with the acquisition of Parcel 2 became subject to the "Declaration" as amended and the "CAMA" as amended; and

WHEREAS, all capitalized terms herein shall have the same meaning and definition as set forth in the Declaration unless otherwise expressly defined herein. The parties desire to amend the "Declaration" as amended, and the "CAMA" as amended as herein provided.

NOW, THEREFORE, in consideration of the mutual promises of and benefits to the parties hereto, it is hereby agreed as follows:

1. SSB PROPCO, as the purchaser of Parcel 1-1 hereby agrees to be bound by the terms of the "Declaration" as amended and the "CAMA" as amended.
2. First Party agrees that at the time of the consummation of the sale of Parcel 1-1 to SSB PROPCO, it shall

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pay off the encumbrance affecting Parcels 1, 3, 4, and 5 and thereby remove the Deed of Trust initially in favor of Standard Insurance Company, recorded February 8, 2006, as Document Number 349488 of Official Records of Carson City, Nevada.

3. Save Mart hereby consents to the sale of the Parcel 1-1 by First Party to SSB PROPCO.

4. At such date as First Party consummates the sale of Parcel 1-1 to SSB PROPCO, pursuant to Section 7.1 of the CAMA, the proportionate share of the total common area expenses to be borne by each Owner for any year shall be as follows and the following percentages and charts shall replace the percentages and charts set forth in Section 7.1 of the CAMA:

<u>Parcel</u>	<u>Maximum Building Area (Excluding Expansion Area)</u>	<u>Percent</u>
Parcel 1	6,500	8.60
Parcel 2	51,983	68.62
Parcel 3	4,500	5.94
Parcel 4	5,400	7.12
Parcel 1-1	2,370	3.12
Parcel 1-2	5,000	6.60
	<u>75,753</u>	<u>100.00</u>

5. Exhibit A (Site Plan) attached to and a part of the Declaration and the CAMA is hereby deleted, and a new Exhibit A (Site Plan), attached hereto as Exhibit A, is hereby substituted and added to the Declaration as amended and the CAMA, as amended, and made a part hereof.

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6. All notices as set forth in Section 13.7 of the Declaration shall be sent to First Party, Save Mart or SSB PROPCO to the person and address set forth below:

First Party:

Via U.S. Mail:  
Airport 50 LLC  
P.O. Box 2826  
Minden, NV 89423

Via Overnight Carrier:

Airport 50 LLC  
698 Mottsville Lane  
Gardnerville, NV 89460

Save Mart:

Via U.S. Mail:

Save Mart Supermarkets  
Attn: Real Estate Department  
P.O. Box 4278  
Modesto, CA 95352-4279

Via overnight carrier:

Save Mart Supermarkets  
Attn: Real Estate Department  
1800 Standiford Avenue  
Modesto, CA 95350

SSB PROPCO:

SSB PROPCO, LLC  
465 First Street West  
Second Floor  
Sonoma, CA 95476  
Attn: Peter Wohlfeiler

7. The Declaration and the CAMA, as amended, shall remain in full force and effect. In the event of any

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inconsistency between the terms of the Declaration or the CAMA, as amended by the First Amendment, and this Second Amendment, in all instances the provisions of this Second Amendment shall govern and prevail.

WHEREFORE, the parties have executed this Second Amendment as of the date first above written.

FIRST PARTY:

AIRPORT 50, LLC, a Nevada limited liability company

By *Kathleen L. Hone*  
Kathleen L. Hone

By *Thomas A. Greubel*  
Thomas A. Greubel

ABS:

ABS NOCAL INVESTOR, LLC, a Delaware limited liability company

By *Nicole Piccinini Pesco*  
Nicole Piccinini Pesco

SSB PROPCO, LLC:

SSB PROPCO, LLC, a Nevada limited liability company

By *David R. Grieve*  
David R. Grieve

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STATE OF CALIFORNIA)  
:ss.

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
\_\_\_\_\_, a Notary Public in and for said  
State, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Thomas A. Greubel,  
Jr., Manager of Airport 50, LLC, a limited liability company on  
behalf of said company.

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

\_\_\_\_\_  
Notary Public for the State of  
California  
My Commission Expires \_\_\_\_\_

*See attached form*

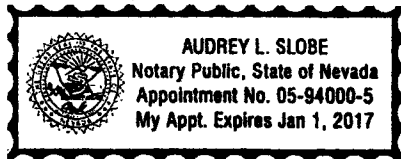
STATE OF NEVADA )  
:ss.

County of Douglas )

The foregoing instrument was acknowledged before me  
~~November 15, 2016~~ *Audrey L. Slobe as*, a Notary Public in and for said  
State, this ~~15th~~ *5th* day of ~~November~~, 2016, by Kathleen L. Hone,  
Manager of Airport 50, LLC, a limited liability company on  
behalf of said company.

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

*Audrey L. Slobe*  
\_\_\_\_\_  
Notary Public for the State of  
California  
My Commission Expires Jan 1, 2017



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On November 21, 2016 before me, Catherine Corral, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Thomas A. Grubel  
Name(s) of Signer(s)

who 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.

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.



Signature Catherine Corral  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Second Amendment to Declaration of Assurances and Grant of Assurances with Guaranty for a Mortgage Investment Trust Document Date: 2016

Number of Pages: 5 Signer(s) Other Than Named Above: ABS Note Investor, LLC - SSB Investor, LLC

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Thomas A. Grubel
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Aerport 50, LLC, a Nevada Limited Liability Company

Signer Is Representing: \_\_\_\_\_

1/27/2021

CIVIL CODE § 1189

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Stanislaus )  
On 5.18.16 before me, Maria Benquerel, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Nicole Picemini Pesco  
Name(s) of Signer(s)

who 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.

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.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**  
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)  
Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



**ACKNOWLEDGMENT**

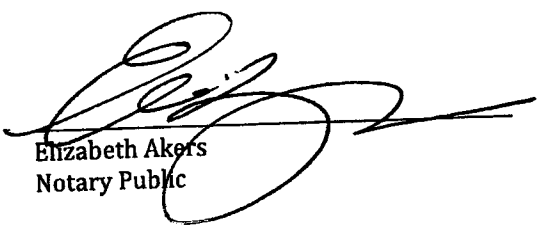
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma

On January 11, 2017, before me, Elizabeth Akers, Notary Public, personally appeared David R. Grieve, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity, and that by his/~~her~~/their signature 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Elizabeth Akers  
Notary Public

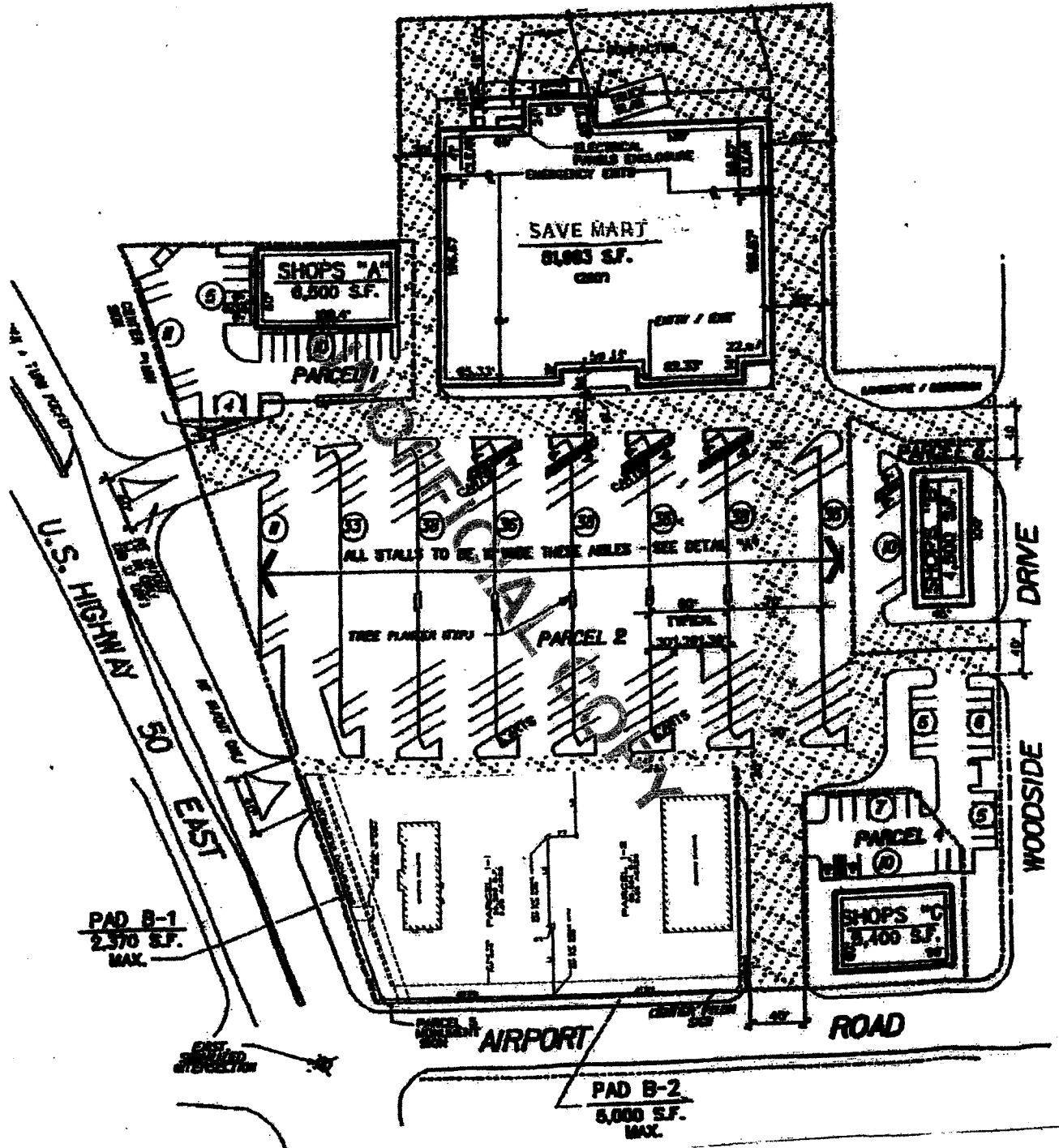


NOTARY SEAL

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"EXHIBIT A"

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