

AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF THE CARSON VALLEY  
BUSINESS PARK AS OF OCTOBER 19, 2001

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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE CARSON VALLEY BUSINESS PARK**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration"), made this 19<sup>th</sup>. day of October, 2001, by the CVBP, LLC, a Nevada limited liability company, hereinafter referred to as "**Declarant.**"

**ARTICLE I**

**RECITALS**

**1.01** Declarant is the owner of certain real property located and situate in the County of Douglas, State of Nevada, consisting of six (6) parcels more particularly described in Exhibit A attached hereto and by reference made a part hereof (hereinafter the "**Property**").

**1.02** Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions for the Property dated December 7, 1993 (the "**Original Declaration**"), a copy of which Original Declaration was recorded as Document No. 324407 in the Office of the County Recorder of Douglas County, Nevada.

**1.03** Declarant desires to sell a portion of the Property to Starbucks Manufacturing Company ("**Starbucks**") consisting of Lot 26A, which Lot is more particularly described on Exhibit B, a copy of which is attached hereto and incorporated by this reference (the "**Starbucks Parcel(s)**"). In order to establish a general plan for the improvement and development of the Starbucks Parcel and the remainder of the Property, Declarant desires to impose on portions of the Property restrictions for the benefit of the Starbucks Parcel(s) and the Non-Starbucks Parcels (as such term is defined herein) and for the benefit of Declarant and the future owners of the Property.

**1.04** In order to ensure the proper development and use of the Property in relation to the development and to protect the Owner (as such term is defined herein) of each Lot within the Property against improper development and use of parcels within the Property and of the Property as a whole and in general to provide for a high quality of improvement and use of the Property in accordance with a general plan for the development of the Carson Valley Business Park as a whole, Declarant desires to impose upon and subject all or portions of the Property to certain covenants for the benefit of all or portions of the Property and each Lot within the Property shall be held, improved and conveyed subject to those covenants which shall be enforceable in accordance with this Declaration.

**1.05** The Declarant and the Owners of the Lots composing the Property desire to amend and restate the Original Declaration in its entirety as provided herein and further desire and intend that this Declaration shall supersede and replace the Original Declaration.

**ARTICLE II**

**GENERAL PROVISIONS**

**2.01** **Establishment of Restrictions and Covenants.**

The Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every parcel of the Property and apply to and bind the heirs, assignees and successors in interest of each and every owner of a parcel or parcels of the Property.

**2.02 Restrictions Operate as Covenants.** Each purchaser of any Lot(s) of the Property covenants and agrees with Declarant, its successors and assigns to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

**2.03 Purpose of Restrictions and Covenants.**

(a) Subject to Section 2.03(b) below, it is the intent and purpose of these covenants and restrictions to allow the location on the Property of general light manufacturing activities, provided that such activities are confined within a building or buildings and do not contribute excessive noise, dust, smoke or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, materials or processes involved. It is the further intent and purpose of these covenants and restrictions to control the user-occupant density on the Property and to expressly prohibit certain uses of the Property.

(b) Notwithstanding Section 2.03(a) above, it is also the intent and purpose of these covenants and restrictions to permit the owner of the Starbucks Parcel(s) to construct, erect, operate and maintain a coffee roasting processing, manufacturing, storage, warehousing and distribution facility and related improvements for activities incidental thereto, including, but not limited to, educational and childcare facilities.

**2.04 Definitions.**

(a) Area of Elevation: Total height and length of a building as projected to a vertical plane.

(b) Building Line: An imaginary line parallel to the street right-of-way line that a building structure may be located (except for overhangs, stairs and sunscreens).

(c) Curbline: The imaginary line parallel to a Lot which is repeated by the curbface abutting the subject Lot.

(d) Lot(s): The fractional part of blocks as divided and subdivided on parcel or subdivision maps of the Official Records of Douglas County, Nevada, as they from time to time be amended or modified. However, for purposes of determining the rights of Declarant, it is assumed that as of the date hereof, Declarant has a total of seventy-four (74) Lots, which consist of a total of three hundred forty (340) acres, in the entire Exhibit A Property, which numbers are subject to change as Declarant sells such lots and acreage to third-party purchasers. As a result thereof, in determining voting rights and ownership, Declarant shall be assumed to have that number of Lots which is determined by subtracting the number of Lots owned by third party purchasers from 74, or if applicable, the number of acres which is determined by subtracting the number of acres owned by third party purchasers from 340.



(e) Non-Starbucks Parcels. Those portions of the Property which are not a part of the Starbucks Parcel(s) and which as of the date hereof are comprised of the Property described on Exhibits C attached hereto.

(f) Owner. The term "*Owner*" shall mean any owner of a Lot in the Park.

(g) Park. The term "Park" means all real property easements, and other appurtenant rights located in that certain business park known as the Carson Valley Business Park.

(h) Right-of-way Line: When reference is made to right-of-way line it shall mean the line which is then established on either the adopted County Master Plan, Traffic Circulation Plan, or the filed subdivision or parcel maps as the ultimate right-of-way line for roads or streets.

(i) Side and Front of Lots and Sites: The Front of a Lot or Site, except a corner Lot or Site, is the portion thereof facing on any street. (Thus a Lot or Site may have two Fronts where, for instance, it faces onto two parallel streets. As to corner Lots or Sites, the narrowest frontage of a Lot or Site facing the street is the Front, and the longest side facing the intersecting street is the Side, irrespective of the direction in which the structures face).

(j) Sign: Any structure, device or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

(k) Site: All contiguous land under one ownership provided, however, that multiple occupancy of a building does not destroy a parcel's character as a Site.

(l) Streets: Reference to all streets or rights-of-way within these restrictive covenants shall mean dedicated vehicular rights-of-way: In the case of private or non-dedicated streets, a minimum setback from the right-of-way line of said streets of fifty (50) feet shall be required for all structures. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards from dedicated streets contained herein.

## ARTICLE III

### PROPERTY OWNERS ASSOCIATION

**3.01 Organization.** The Carson Valley Business Park Property Owner's Association (hereafter, the "*Association*"), is a non-profit, Nevada corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

**3.02 Membership.** Each Owner meeting the requirements of Section 3.03(a) below shall automatically be a member of the Association (a "Member") without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the property interest, ownership of which qualifies such an Owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together

with the title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

### **3.03 Voting Rights.**

(a) **Entitlement.** Members shall be all property Owners owning Property within the Carson Valley Business Park, and each such Member shall have one (1) vote for each acre. For the purposes of determining the number of votes allocated to each Member, ownership of a portion of an acre shall be rounded to the nearest full acre. For example, if a Member owns 1.49 acres of Property within the Carson Valley Business Park, that Member shall receive one (1) vote. If a Member owns 1.51 acres of Property within the Carson Valley Business Park, that Member shall receive two (2) votes.

(b) **Proxy Voting.** Any Member, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association.

**3.04 Meetings of Members.** The Association shall hold an annual regular meeting of the Association on the first Tuesday in September of each year at 10:00 a.m. at the principal office of the Association or such other appropriate location agreed to by the Members, which address shall be identified on the Notice and Agenda of Association Meeting which shall be mailed to Members, postage prepaid, first-class mail, not less than two weeks nor more than fifty days prior to the scheduled meeting. Said annual regular meeting may be held at such other reasonable place or time (not more than 30 days before or after the aforesaid date) as may be designated by notice of the Board given to the Members not less than ten nor more than fifty days prior to the date fixed for said regular meeting.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote 25% of the total vote.

A Chairman shall be selected by the Members. The Chairman of the Association, or, in his absence a temporary Chairman selected by a majority of Members present, once a quorum exists, shall call the meeting to order, conduct the meeting and act as Secretary. Except as provided otherwise in this Declaration, any action may be taken at any legally convened meeting of the Association Members upon the affirmative vote of the members having a majority of the total votes present at such meeting in person or by proxy.

Within seven days after the conclusion of said annual meeting, the Secretary shall send a copy of the meeting minutes to each Member.

**3.05 Duties of the Association.** Subject to and in accordance with the terms of this Declaration, the Association shall have and perform each of the following rights and duties for the benefit of the Members of the Association.

(a) **Members.** The Association shall accept all Owners meeting the requirements of Section 3.03 as Members.

(b) **Repair and Maintenance of Detention Ponds and Roadway and Utility Improvements.** The Association shall maintain in good repair and condition the detention or retention areas and structures and roadway and utility improvements associated with the development to the extent such maintenance obligation is related to areas of the Park owned by the Association and only to the extent that such maintenance obligation is not otherwise the obligation of a third party including without limitation Douglas County. If applicable, each Owner shall be responsible for that portion of the maintenance cost of said detention or retention areas based upon that Owner's percentage ownership of the particular phase of development in which the areas or structures occur.

The Declarant has constructed the roadway and utility improvements in accordance with the Standard Specification For Public Works Construction as adopted by Douglas County and all their applicable state and local codes, ordinances and statutes. The Declarant shall comply with the provisions of Douglas County Code Section 16.32.085, and make a perpetual offer of dedication of the roadway and utility improvements, including the sewer system and the water system sufficient to provide fire and domestic flows, to the satisfaction of the Douglas County Public Works Department.

The subdivision shall be connected to the Airport water system for domestic service, pursuant to an Improvement Agreement.

The subdivision shall be connected to the North Valley wastewater treatment plant for sewer service, pursuant to an off site Improvement Agreement.

The Association shall maintain in good repair and condition the roadway and utility improvements associated with the development. Until such time that Douglas County accepts the dedication of said roadway and utility improvements, each Owner shall be responsible for that portion of the maintenance cost of said areas based upon that Owner's percentage ownership of the particular phase of development in which the roadway and utility improvements occur, provided, however, that Declarant shall be solely responsible for the portion attributable to the Starbucks Parcel(s).

(c) **Insurance.** The Association shall obtain and maintain in effect policies of insurance adequate, in the opinion of the Association, in kind and amount which the Association shall deem necessary or expedient to carrying out the Association's functions.

(d) **Create Assessments and Liens.** The Association shall have the right to impose assessments and to impose lien rights upon property owned by members in order to enforce the requirements of this section. All of the Exhibit A Property is subject to Association assessment and lien rights which are created hereby. The Association shall have the right and duty, not inconsistent with this Declaration or applicable law, to create dues, assessments, and is hereby granted lien rights on member property, for appropriate association activities.

(e) **Limitation for Starbucks Parcel(s).** Notwithstanding anything in this Declaration to the contrary, Declarant, the other Owners of the Property, and Members of the



Association agree and acknowledge that for a period continuing five (5) years from the Effective Date hereof, the Owner of the Starbucks Parcel(s) shall in no event be required to pay any assessments, charges or fees (including, without limitation, those set forth in Section 3.05(a)-(d) above) in a total, cumulative amount in excess of Two Thousand Dollars (\$2,000) per year. Declarant shall be solely responsible for paying any such assessments, charges or fees related to the Starbucks Parcel(s) which are in excess of such Two Thousand Dollars (\$2,000) per year maximum liability during said five (5) year period.

**3.06 Liability of Association Members.** No Member of the Association shall be personally liable to any of the other Association Members, to the Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and employees, or the Architectural Review Committee, provided that such Association Member has, upon the basis of such information as may be possessed by him, acted in good faith.

## ARTICLE IV

### REGULATION OF IMPROVEMENTS

#### **4.01 Approval of Plans.**

(a) **Approval Required.** No improvement constructed after the date hereof shall be erected, placed, altered, maintained or permitted to remain on any land subject to this Declaration until final plans and specifications showing the following shall have been submitted to and approved in writing by the Association; plot layout including guest and employee parking facilities; all exterior elevations with materials and colors therefor; existing topography and finished grades; signs; screening; and landscaping and outdoor lighting fixtures. Such plans and specifications shall be submitted in writing in duplicate over the authorized signature of the owner, lessee, licensee or his authorized agent. Material changes in approved plans must similarly be submitted to and approved by the Association. All such requests for approval shall be submitted directly to the Association as follows:

CVBP, LLC  
Gary Cook, Managing Member  
318 N. Carson Street, #209  
Carson City, Nevada 89701  
(775) 885-2333, FAX: 885-7314

or at such other address as may be specified in a written notice to be mailed first class, postage prepaid, via regular U.S. mail to the last known address of each owner of real property subject to this Declaration.

(b) **Architectural Review Committee.** The Association may from time to time or at any time during the term of this Declaration establish an architectural review committee for the purpose of assisting the Association in the regulation of improvements on the real property subject to this Declaration. Any such architectural review committee shall have three (3) committee members, one appointed by the Owner of the Starbucks Parcel(s), and the remaining two (2) to be appointed by the Association. The Association may delegate all or any portion of its rights, powers and responsibilities pursuant to this Declaration to such architectural review committee. The

composition, powers, procedures and duties of said architectural review committee shall be determined by the Association in the Association's sole discretion.

(c) **Basis for Approval.** The Association shall have the right to disapprove plans, specifications or other matters submitted to it pursuant hereto in the event that the same are not in accordance with this Declaration, or in the event the same are incomplete, or in the event the Association, in its sole discretion, deems the same contrary to the best interests of the Park. The Association may base its approval or disapproval of plans, specifications or other matters to it pursuant hereto on, among other things, the maintenance, enhancement or restoration of the overall quality of the Park, the adequacy of site dimensions, height of any improvements, conformity and harmony of external design with neighboring structures, effect of location and proposed use of improvements on neighboring sites and the types of operations and used thereof, lighting, relations of topography, grade and finish ground elevation of the site being improved to that of neighboring sites, proper facing of main elevations with respect to nearby streets, adequacy of screening of mechanical, air conditioning or rooftop utility installations. and conformity of the plans, specifications and other matters submitted to the Association pursuant hereto for the purpose and general plan and intent of this Declaration. The Association may establish Development Guidelines or other written requirements from time to time to embody the Association's policies and goals for the Park and to guide Owners of Property subject to this Declaration in obtaining approvals hereunder. The Association may prospectively revise such Development Guidelines or otherwise written guidelines from time to time following thirty (30) days notice to Owners of Property subject to this Declaration and affected by any such revisions, and thereafter any approvals required hereunder shall be guided by such revised guidelines.

(d) **Approval Procedures.** The Association in its sole discretion may establish plan approval procedures in order to achieve the desired quality of site development through review of plan submissions. Such procedures may, but need not necessarily, include a pre-design conference whereby, prior to submission of any plans, the owner, lessee, licensee or other occupant of the site or his authorized agent and his representatives for the various design disciplines involved, meets with the Association, or its designated review committee to discuss the requirements of this Declaration with respect to any proposed improvement of said site. In addition, such procedures may, but need not necessarily include a requirement that the Owner, lessee, licensee or other occupant of the Site or his authorized agent submit a preliminary plan, working drawings, a landscape plan, and a use or operation plan or any other plans and specifications for review and approval by the Association at any time or times during the planning and development of any site subject to this Declaration.

(e) **Result of Inaction.** If the Association fails to either approve or disapprove in writing any plans submitted pursuant to this Article within sixty (60) days after the same have been submitted to the Association, it shall be conclusively presumed that the Association has approved said plans and specifications; provided, however, that if within said sixty (60) day period, the Association gives written notice of the fact that a reasonable additional period not to exceed sixty (60) additional days is required for the approval of such plans and specifications, there shall be no presumption that the same are approved until the expiration of the extended period set forth in said notice.

(f) **Review Fee.** A reasonable review fee shall be paid to the Association at each such time that any plans, specifications or other matters are submitted for approval pursuant to this Declaration. The Association shall from time to time establish the amount of such review fee.

#### 4.02 **Actions Following Approval.**

(a) **Proceeding with Work.** Upon receipt of The Association's approval pursuant hereto of any improvements, the owner, lessee, licensee or other occupant of the site or his authorized agent to whom such approval is given shall be entitled to construct such improvements as are permitted pursuant to the Association's approval, and shall, as soon as practicable, satisfy all conditions of such approval and diligently proceed with the commencement and completion of all approved construction, refinishings, alterations, excavations or other site improvement. In all cases work shall be commenced within one (1) year from the date of such approval, or if work is performed which unreasonably deviates from such approval, or if there is other failure to comply with this Section, then any approval given pursuant to this Declaration shall be deemed revoked. The Association may, upon request made prior to the expiration of said one (1) year period, extend, in writing, the time for commencing work, or the Association may otherwise waive, in writing, the failure to comply with this Section.

(b) **Completion of Work.** In any event, construction, reconstruction or alteration of any such improvement shall be completed within two (2) years after the commencement thereof except for so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other reasons of force majeure beyond the control of owner, lessee, licensee or the occupant on the site or his authorized agent. Failure to comply with this Section shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and any other remedies provided by law or in equity.

4.03 **Notice of Acceptance or Nonacceptance.** Within thirty (30) days after written demand is delivered to the Association and upon payment of a reasonable fee established by the Association, there shall be recorded a Notice of Acceptance executed by the Association and certifying that as of the date thereof that the Association is unaware of any failure to comply with the Declaration with respect to a Site and that the Association does not claim that any improvements theretofore made or other work done on or within a site violates the Declaration, or a Notice of Nonacceptance executed by the Association and certifying that as of the date thereof that such improvements or work do not so comply, in which case the Notice of Nonacceptance shall identify the noncomplying improvements or work and set forth with particularity the matters alleged to constitute such noncompliance. Any lessees, purchaser or encumbrancer in good faith for value shall be entitled to reply on said Notice of Acceptance or Nonacceptance with respect to the matters set forth therein, such matters being conclusive as between the Association and all such subsequent parties in interest.

Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article III, unless actual Notice of Acceptance or Nonacceptance, executed by the Association, shall appear of record in the



Office of the County Recorder of Douglas County, Nevada, or unless legal proceedings shall have been instituted to enforce a compliance or completion.

**4.04 Liability.** Provided that if the Declarant, the Association and its Members shall have acted in good faith, neither they nor their representatives shall be liable for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications whether or not defective; (b) any construction or performance of any work whether or not pursuant to approved plans, drawings and specifications; (c) the improvement or development of any property within the Park; or (d) the execution and filing of a Notice of Acceptance pursuant to Section 3.04 whether or not the facts therein are correct.

**4.05 Permitted Uses.**

(a) Subject to Section 4.05(b) below, no operation or use of property within the Carson Valley Business Park shall be permitted until the plans and specifications therefor have been submitted and approved in writing by the Association pursuant to the procedures in Article III.

Unless otherwise specifically prohibited herein, any industrial or commercial operation and use will be permitted if it is performed or carried out entirely within a building that is designed and constructed so that said enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as but not limited to, unreasonable vibration, sound, electro-mechanical disturbances, radiation, air or water pollution, dust or emission odors, toxic or non-toxic matter. All lighting is to be reasonably shielded from adjacent sites. The Association may restrict, control or prohibit any use or uses of any site subject to this Declaration, which the Association in its sole discretion deems to create a nuisance to adjacent sites or which the Association deems offensive or detrimental to any other property subject to this Declaration. On-site childcare shall also be a permitted use on any of the Property.

(b) **Starbucks Parcel(s).** Notwithstanding Section 2.03(a) above, it is also the intent and purpose of these covenants and restrictions to permit the Owner of the Starbucks Parcel(s) to construct, erect, operate and maintain a coffee roasting, processing, manufacturing, storage, warehousing and distribution facility and related improvements for activities incidental thereto including without limitation education and childcare centers.

**4.06 Prohibited Uses.**

(a) **General.** Subject to the Owner of the Starbucks Parcel(s) right to use the Starbucks Parcel(s) for the operational and uses set forth in Section 4.05(b) above, the following operations and uses shall not be permitted on any property subject to these restrictions: any residential use (except caretaker's quarters); churches; schools (except as an accessory or support use to primary permitted uses); uses which would endanger or interfere with the safe operation of aircraft due to electrical interference, smoke, glare, distracting lights, attractions of birds or similar nuisance; all commercial uses not specifically authorized pursuant to Douglas County Codes Section 17.36.420 are prohibited (Ord. 452 Sec. 1 [part], 1986); trailer courts; labor camps; junk yards; drilling for or the removal of oil, gas or other hydrocarbon substances; commercial excavation of building or construction materials; distillation of bones; dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse; fat rendering; stockyard or slaughter of animals; smelting of iron, tin, zinc or other ores; cemeteries; jail or honor farms; acid manufacture; asphalt



manufacture or refining; fertilizer manufacture; storage of bailing rags, paper, iron or junk; tar distillation or tar products manufacture; petroleum refining and oil extraction plants; cement, lime, gypsum or plaster of paris manufacture.

(b) **Non-Starbucks Parcels.** In addition to the prohibited uses set forth in Section 4.06(a) above, the Non-Starbucks Parcels shall not be used for the following uses:

(i) **Power Plant Substations.** The placement of power plant substations within any of the Non-Starbucks Parcels within the Park shall be prohibited.

(ii) **Overhead Power Lines.** The placement of power lines (i) on, over or under the Starbucks Parcel(s) or (ii) anywhere in the Park within three hundred (300) feet of any property line boundary of the Starbucks Parcel(s) shall be prohibited.

(iii) **Use Restriction.** All Owners and lessees of Non-Starbucks Parcels in the Park shall be prohibited from engaging in the business of coffee bean roasting, manufacturing or processing. In addition, any Owner or lessee of Non-Starbucks Parcels within the boundaries of the Park, as may be expanded from time to time, shall be prohibited from engaging in the primary business of coffee bean distribution on any portion of the Park.

(iv) **Sewage Treatment Facilities.** The placement of any sewage treatment facility on, in or under any of the Non-Starbucks Parcels in the Park shall be prohibited.

(v) **Odor.** Any Owner or lessee of any portion of any Non-Starbucks Parcels in the Park shall be prohibited from conducting or permitting any use or operation which does or could reasonably be expected to emit any odor which could interfere with or adversely affect Starbucks' planned operations on the Starbucks Parcel(s).

**4.07 Nuisances.** No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any site other than normal accumulation and storage of trash in connection with a confined and reasonably prompt trash disposal or pickup program, and no odors shall be permitted to arise therefrom so as to render any site or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereto. No nuisance shall be permitted to exist or operate upon any site so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants.

**4.08 Repair of Structures.** No structure or improvement upon any site shall be permitted to fall into disrepair, and each such structure or improvement shall at all times be kept in good condition and repair and adequately appointed or otherwise finished.

**4.09 Variance.** Upon good cause being shown by any Owner of Property as determined by the Association, the Association hereunder is hereby granted the discretion and right to permit a variance from any of the requirements of this Declaration in order to prevent any owner from experiencing an unreasonable hardship resulting from the purpose, size or topography of a particular Lot.

**4.10 Land Uses.** Subject to the Owner of the Starbucks Parcel(s) right to use the Starbucks Parcel(s) for the uses set forth in Section 4.05(b) above, all land uses on the Property are and shall be subject to the Development Standards listed in Article V of this Declaration.

## ARTICLE V

### DEVELOPMENT STANDARDS

**5.01 Setbacks and Building Height.** No building shall be located on any one or more Lots nearer to the Front Lot line or nearer to the Side Lot line than the minimum setback set forth below.

(a) **Front Yard Setback.** Thirty (30) feet from the curblin, except that fifty (50) feet is required when adjacent to a major arterial road; unsupported roofs or sunscreens may project three (3) feet into the setback area. Provided, however that parcels that abut the airport runway in the rear yard shall have a front yard setback of fifty (50) feet from the curblin.

(b) **Side Yard Setback.** Twenty (20) feet, except that unsupported roofs and sunscreens may project three (3) feet into the setback area; provided that if a single building is constructed on two or more Lots, (or if a site on which a single building was originally constructed is further subdivided into two or more Lots in accordance with the provisions of Paragraph 5.01 of this Declaration) no side yard setback is required from interior Lot lines; provided further that, in any event, there shall be at least forty (40) feet of open space between all buildings on the property, which area shall be a Side Yard Setback Area for the purpose of this Declaration. In the case of a corner Lot, the street side setback shall be thirty (30), except that unsupported roofs and sunscreens may project six (6) feet into the setback area. Interior Lot lines for a corner Lot shall be considered side Lot lines.

(c) **Rear Yard Setback.** The rear yard setback shall be forty (40) feet from the rear Lot line.

(d) **Building Height.** The building height shall not exceed forty five (45) feet.

Notwithstanding the foregoing, Declarant shall have the right to grant a variance to any Owner in connection with any of the requirements contained in this Section 5.01, provided, however, that any such variance granted is approved by Douglas County.

**5.02 Site Coverage.** Maximum building coverage of thirty five percent (35%) of a Site is allowed. Parking structures shall not be calculated as building area; however, said structures shall be used only for the parking of company vehicles, employee's vehicles, or vehicles belonging to persons visiting the subject firm. No less than fifteen percent (15%) of a Site (to a required maximum of 0.75 acres of any Site) shall be landscaped area with an automatic watering system for lawn, trees and shrubs.

**5.03 Signs.** Subject to Section 5.03(l) below, no Sign shall be permanently erected or maintained on the Property except in conformity with the requirements of Douglas County and the following:

(a) Signs visible from the exterior of any building may be lighted, but no Signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion.

**(b)** Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site.

**(c)** All signs attached to the building shall be flush mounted.

**(d)** Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No Sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. However, no sign shall exceed two hundred (200) square feet in area per face. An additional twenty (20) square feet shall be allowed for each additional business conducted on the Site. Provided, however, that Signs shall not exceed one and five tenths percent (1.5%) of the wall surface area upon which they are located up to a maximum of two hundred (200) square feet.

**(e)** A Sign advertising the sale, lease or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty two (32) square feet.

**(f)** No ground Signs shall exceed four (4) feet above grade in vertical height. Also, ground Signs no larger than sixty (60) square feet in surface area per side shall not be erected in the first ten (10) feet, as measured from the property line of any street side setback area. However, the above standards shall not apply to the Community directional Sign, Special Purpose Sign, Construction Sign, or Future Tenant Identification Sign.

**(g)** Wall Signs shall be fixture Signs; Signs painted directly on the surface of the wall shall not be permitted.

**(h)** A wall Sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering or the pictorial symbol and calculating the area enclosed by such line.

**(i)** One (1) Construction Sign denoting the architects, engineers, contractor and other related subjects shall be permitted upon the commencement of construction. Said Sign shall conform to applicable zoning ordinances and regulations.

**(j)** A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor, and identification of the Carson Valley Business Park shall be permitted. Said Sign shall conform to applicable zoning ordinances and regulations.

**(k)** Special Purpose Signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and Community Directional or Identification Signs used to give directions to and identify areas within the Carson Valley Business Park, shall be in conformity with applicable zoning ordinances and regulations.

**(l)** Notwithstanding the restrictions set forth in 5.03(a)-(k) above, the Owner of the Starbucks Parcel(s) shall be permitted and have the right to install wall and/or building signage on the Starbucks Parcel(s), provided, however, that the installation of such signage is performed in accordance with any applicable Douglas County rules or regulations governing such signage. If any Park signage is installed by any Owner or the Association which lists any Park user's name, the Owner of the Starbucks Parcel(s) shall have the right to have its name listed on such signage in at



least the size equivalent to such other user and at no cost to such Owner. In addition, the Association shall be prohibited from changing the name of the Park or the name of a street within or near the Park to incorporate the name of any competitor of Starbucks who, as one of its primary business purposes, is in the coffee industry.

**5.04 Parking.** Each owner of a Site shall provide adequate off-Street parking to accommodate all parking needs of the site. The intent is to eliminate the need for any on-street parking.

Required off-street parking shall be provided on the Site of the use served, or on a contiguous Site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking may be required by the Association to satisfy the intent of this Article, which shall be at the sole expense of the Owner, lessee or occupant of the Site to be benefited by such additional parking.

The following guide and applicable provisions of the Douglas County shall be used to determine parking requirements:

Office. Three (3) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, elevator shafts, equipment areas).

Manufacture, Research and Assembly: Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor space.

Warehouse: Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each one thousand (1,000) square feet of gross floor area for the first twenty thousand (20,000) square feet of gross floor area; for the second twenty thousand (20,000) square feet one (1) space for each four thousand (4,000) square feet of gross floor area and for areas in excess of the initial forty thousand (40,00) square feet of floor area of the building. If there is more than one shift, the number of employees on the largest shift shall be used in determining parking requirements.

Notwithstanding the foregoing, Declarant shall have the right to grant a variance to any Owner in connection with any of the requirements contained in this Section 5.04, provided, however, that any such variance granted is approved by Douglas County.

**5.05 Landscaping.**

(a) All landscaping walkways, driveways and parking areas, loading and storage areas and other exterior areas upon any Site shall at all times be maintained in good condition and repair and kept free and clear of all weeds, trash and other debris.

The Association in its discretion may hire contractors to maintain the exterior areas which the Owner, lessee or occupant of a Site after written notice has failed to restore to good condition and repair. The cost of such repair plus ten percent (10%) for handling such repair shall be billed to the Owner or occupant of the building on such Site and shall be paid within ten (10) days from the date of such billing.



(b) The Front Yard Setback Area of each Site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the Curb Line and a point twenty five (25) feet interior to the front property line shall be landscaped except for any access driveway or sidewalks in said area.

(c) Side and Rear Yard Setback Areas not used for driveway, parking or storage shall be landscaped utilizing ground cover or shrub and tree materials for a minimum of ten (10) feet parallel to the property line.

(d) Undeveloped areas proposed for future expansion shall be maintained by Declarant in natural condition with native vegetation.

(e) Areas used for parking shall be landscaped, screened with shrubbery or fenced in such a manner as to interrupt or screen said areas from view from access streets and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and trees.

(f) All landscaped areas must be provided with an operating automatic irrigation sprinkler or water system on a time clock with sufficient coverage to insure proper maintenance of the landscaped area.

**5.06 Loading Areas.** Loading docks will be allowed which front a street provided the loading docks are not less than two hundred (200) feet from said street. Side loading shall be allowed provided the loading dock is set back a minimum of one hundred (100) feet from the Street curbline. Said loading docks must be screened from view from adjacent streets.

**5.07 Storage Areas.** All outdoor storage shall be visually screened from streets and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the Building Line.

**5.08 Refuse Collection Area.** All outdoor refuse collection areas shall be visually screened from access Streets and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage Street and the Building Line.

**5.09 Telephone and Electrical Services.** All "on site" electrical lines (excluding lines in excess of 12KV) and telephone lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from Streets and adjacent property.

**5.10 Nuisances.** No portion of the Property shall be used in such a manner as to create an unreasonable nuisance to adjacent Sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, radiation, air or water pollution, dust emissions of odorous, toxic or noxious matter.

**5.11 Service Stations.** No service station shall be constructed or operated on the Property. However, underground fuel tanks for the fueling of company, company employee or owner owned vehicles is permitted subject to the provisions of the Douglas County Codes.

**5.12 Construction Materials.** No buildings shall be constructed using metal or metallic materials unless the front and side areas of the building utilize a facade of stone, brick, block or other materials and the design, use and nature of materials are first reviewed and approved by the Architectural Review Committee.

## ARTICLE VI

**[INTENTIONALLY DELETED]**

## ARTICLE VII

### ENFORCEMENT

**7.01 Abatement and Suit.** Violation or breach of any restriction and covenant herein contained shall give to the Association, and every other Owner of Property for whose benefit these restrictions and covenants are expressly made, the right to enter upon the Property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and the meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violations.

**7.02 Deemed to Constitute a Nuisance.** The result of every action or permission whereby any restriction or covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association or by any Owner of Property for whose benefit these restrictions and covenants are made.

**7.03 Attorney's Fees.** In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, including, without limitation the attorneys' fees of the Association, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

**7.04 Inspection.** The Association or its designated representative may from time to time at any reasonable hour or hours, enter and inspect any Property subject to these restrictions to ascertain compliance therewith.

**7.05 Failure to Enforce Not a Waiver of Rights.** The failure of the Association or any other Owner of Property to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction or covenant.

**7.06 Injunctive Relief.** By purchasing a Lot, each Owner acknowledges that his or its potential violation of the covenants and restrictions set forth in this Declaration may prove to make

a damage claim impossible and hereby agrees that injunctive relief will be appropriate, and will not oppose the imposition of an injunction.

**7.07 Lien Rights.** As set forth otherwise herein and subject to Section 3.05(e) above, there is reserved to the Association, the right to create operating and capital improvement assessments, and there is hereby created a lien against each Lot, in favor of the Association, for such operating expenses, capital investments properly imposed and expenses for enforcement of the terms of this Declaration against any Owner.

## ARTICLE VIII

### TERM, TERMINATION AND MODIFICATION

**8.01 Term.** This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty five (25) years from the date hereof, unless otherwise specifically provided. Notwithstanding the foregoing, that the Term of this Declaration shall automatically renew for additional twenty-five (25) year periods unless a Majority of the Owners of Lots within the Park elect to terminate this Declaration, in which event the Association shall record a notice of termination of this Declaration in the Office at the County Recorder of Douglas County, Nevada.

**8.02 Termination and Modification.** This Declaration, or any provision hereof, or any covenant or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, only with the written consent of the Owners of sixty five percent (65%) of the Property in the Park, provided, however, that so long as any single Owner owns at least twenty percent (20%) of the Property, no such termination, modification or amendment shall be effective without the written approval of such Owner. No such termination, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the County Recorder of Douglas County, Nevada.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**9.01 Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

**9.02 Rights of Mortgagees.** All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all such property purchased subject to all of the restrictions, covenants and other provisions of this Declaration.

**9.03 Mutuality, Reciprocity, Runs With Land.** Except as otherwise provided herein, all restrictions, covenants and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective Owners of all parcels of the Property and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns.

In addition, all restrictions herein contained shall operate as covenants running with the land for the benefit of the land described in Exhibit A hereto and shall inure to the benefit of all grantees of said land, their heirs, successors and assigns, and shall apply to and bind the grantees of any and all parcels of the Property, their heirs, successors and assigns.

**9.04 Paragraph Headings.** Paragraph headings where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

**9.05 Effect of Invalidation.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**9.06 Annexation.** Declarant may at any time or from time to time during the pendency of these restrictions add property to the Property which is covered by this Declaration, and upon the recording of a Certificate of Annexation of property containing the provisions set forth in Section 9.08 of this Article IX, the covenants contained in this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the annexed land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of parcels within the annexed land shall be the same as in the case of the original Exhibit A Property.

**9.07 Certificate of Annexation.** The Certificate of Annexation of real property referred to in Section 9.07 of this Article IX shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Douglas County, Nevada, and page numbers where this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the annexed property in the manner set forth in Section 9.07 of this Article IX; and
- (c) An exact description of the annexed real property.
- (d) Any additional or specific restrictive covenants which may be applicable solely to the annexed real property.
- (e) Such additional matters as the Association may desire to state in the Certificate.



**9.08 Project Name.** The name of the Property shall be Carson Valley Business Park or such other name as may be chosen by the Association.

**9.09 Choice of Law.** This Declaration shall be governed by the laws of the State of Nevada.

**9.10 Conflict.** If any conflict arises between the provisions of this Declaration and any other document affecting the property subject to this Declaration, the provisions of this Declaration shall control.

**9.11 Deed to Common Areas.** Simultaneously with the execution of this Declaration, Declarant shall transfer all roads, detention basins, and other "common area" properties to the Association. In addition, if Declarant acquires an additional "common area" properties in the future, Declarant shall promptly transfer such "common areas" to the Association. Such conveyances will be without compensation to Declarant, other than the recovery of costs related to such conveyances. Furthermore, in the event that Douglas County determines in its Master Planning process that the property described as the V&T right-of-way need no longer be reserved for public or regulated transportation services, Declarant must release all of its right, title, and interest in and to said property or easement to adjoining property owners, including the Association where appropriate, in exchange for consideration deemed appropriate by the parties or arrived at through binding arbitration.

**9.12 Declarant's Representations and Warranties .** Declarant hereby represents and warrants that as of the date of this Declaration, Declarant owns at least sixty-five percent (65%) of the Park and has the authority to execute this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove written.

“DECLARANT”

CVBP, LLC,  
a Nevada limited liability company

By:   
Gary Cook

Its: Managing Member

C

D

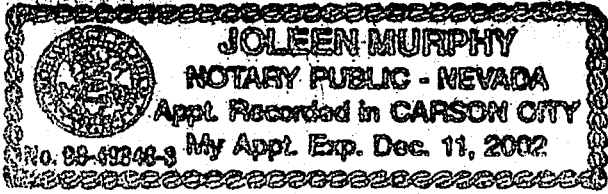
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STATE OF NEVADA )

: ss

CARSON CITY )

On this 19<sup>th</sup> day of October, 2001, personally appeared before me, a notary public, Gary M. Cook, known to me to be the Managing General Partner of Carson Valley Business Park Partners, a Nevada Limited Partnership, who acknowledged to me that he executed the foregoing document on behalf of said limited partnership.



Joleen Murphy  
Notary Public

*COOPER*

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

PARCEL 1:

A portion of the Northwest one-quarter of Section 4 and the Northeast one-quarter of Section 5, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Johnson Lane which bears S.  $00^{\circ}02'46''$  E., 40.00 feet from the Northwest corner of said Section 4;

thence N.  $89^{\circ}56'52''$  E., along said Southerly right-of-way line, 1,187.35 feet;

thence S.  $00^{\circ}03'08''$  E., 385.31 feet;

thence 222.28 feet along the arc of a curve to the right having a central angle of  $44^{\circ}39'25''$  and a radius of 285.19 feet (chord bears S.  $22^{\circ}16'34''$  W., 216.70 feet);

thence S.  $44^{\circ}36'16''$  W., 793.47 feet;

thence 857.23 feet along the arc of a curve to the left having a central angle of  $44^{\circ}39'02''$  and a radius of 1,100.00 feet (chord bears S.  $22^{\circ}16'45''$  W., 835.70 feet);

thence S.  $00^{\circ}02'46''$  E., 701.08 feet to the East-West one-quarter section line of said Section 4;

thence S.  $89^{\circ}40'44''$  W., along said East-West one-quarter section line, 230.00 feet to the West one-quarter corner of said Section 4;

thence N.  $89^{\circ}58'18''$  W., along the East-West one-quarter section line of said Section 5, 275.88 feet;

thence N.  $00^{\circ}02'30''$  W., 2,625.65 feet to said Southerly right-of-way line of Johnson Lane;

thence S.  $89^{\circ}54'40''$  E., along said Southerly right-of-way line, 275.67 feet to the POINT OF BEGINNING.

Lot 1 also shown on amended Record of Survey Map, recorded on August 13, 1986, in Book 886, at Page 1335, as Document No. 139018 and formerly known as a portion of Lot 7 of Division of Land Map No. 27700 and Record of Survey Map No. 75477, in the office of the Douglas County Recorder, Douglas County, Nevada.

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BK 1101 PG 2709



PARCEL 2:

A portion of the Northwest one-quarter of Section 4, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Johnson Lane which bears S. 88°07'22" E., 1,188.01 feet from the Northwest corner of said Section 4;

thence N. 89°56'52" E., along said Southerly right-of-way line, 1,459.93 feet to the North-South one-quarter section line of Section 4;

thence S. 00°02'34" W., along said North-South one-quarter section line, 798.47 feet;

thence 661.10 feet along the arc of a curve to the right having a central angle of 44°33'42" and a radius of 850.02 feet (chord bears S. 22°19'25" W., 644.56 feet);

thence S. 44°36'16" W., 695.32 feet;

thence N. 45°23'44" W., 1,490.00 feet;

thence N. 44°36'16" E., 360.00 feet;

thence 222.28 feet along the arc of a curve to the left having a central angle of 44°39'25" and a radius of 285.19 feet (chord bears N. 22°16'34" E., 216.70 feet);

thence N. 00°03'08" W., 385.31 feet to the POINT OF BEGINNING.

Lot 2 also shown on Record of Survey Map, recorded on August 13, 1986, in Book 886, at Page 1335, as Document No. 139018 in the office of the Douglas County Recorder, Douglas County, Nevada and formerly known as Lot 6 and a portion of Lots 7 and 9 of Division of Land Map No. 27700 and Record of Survey Map No. 75477.

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0527315  
BK 1101 PG 2710

PARCEL 3:

A portion of the Northwest one-quarter of Section 4, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point which bears S.  $44^{\circ}03'57''$  E., 1,226.18 feet from the Northwest corner of said Section 4;  
thence S.  $45^{\circ}23'44''$  E., 1,490.00 feet;  
thence S.  $44^{\circ}36'16''$  W., 549.77 feet;  
thence 391.72 feet along the arc of a curve to the left having a central angle of  $31^{\circ}42'59''$  and a radius of 707.64 feet (chord bears S.  $28^{\circ}44'47''$  W., 386.73 feet) to the East-West one-quarter section line of said Section 4;  
thence S.  $89^{\circ}40'44''$  W., along said East-West one-quarter section line, 1,109.46 feet;  
thence N.  $00^{\circ}02'46''$  W., 701.08 feet;  
thence 857.23 feet along the arc of a curve to the right having a central angle of  $44^{\circ}39'02''$  and a radius of 1,100.00 feet (chord bears N.  $22^{\circ}16'45''$  E., 835.70 feet);  
thence N.  $44^{\circ}36'16''$  E., 433.47 feet to the POINT OF BEGINNING.

Lot 3 also shown on Amended Record of Survey Map, recorded in the office of the Douglas County Recorder, Douglas County, Nevada, on August 13, 1986, in Book 886, at Page 1335 as Document No. 139018 and formerly known as as portion of Lots 8 and 9 of Division of Land Map No. 27700 and Record of Survey Map No. 75477.

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BK 1101 PG 2711

PARCEL 4:

A portion of the Northwest one-quarter of Section 4, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the North-South one-quarter section line of said Section 4, which bears S.  $00^{\circ}02'34''$  W., 838.47 feet from the North one-quarter corner of said Section 4;  
thence S.  $00^{\circ}02'34''$  W., along said North-South one-quarter section line, 1,814.48 feet to the center of said Section 4;  
thence S.  $89^{\circ}40'44''$  W., along the East-West one-quarter section line of said Section 4, 1,303.80 feet;  
thence 391.72 feet along the arc of a curve to the right having a central angle of  $31^{\circ}42'59''$  and a radius of 707.64 feet (chord bears N.  $28^{\circ}44'47''$  E., 386.73 feet);  
thence N.  $44^{\circ}36'16''$  E., 1,245.09 feet;  
thence 661.10 feet along the arc of a curve to the left having a central angle of  $44^{\circ}33'42''$  and a radius of 850.02 feet (chord bears N.  $22^{\circ}19'25''$  E., 644.56 feet) to the POINT OF BEGINNING.

Lot 4 also shown on Amended Record of Survey Map recorded on August 13, 1986, in Book 886, at Page 1335 as Document No. 139018, in the office of the Douglas County Recorder, Douglas County, Nevada and formerly known as a portion of Lot 9 of Division of Land Map No. 27700 and Record of Survey Map No. 75477.

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PARCEL 5:

A portion of the Southeast 1/4 of Section 5 and the Southwest 1/4 of Section 4, all in Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Lots 19, 20, 21 and 22 of that certain Land Division Map recorded in the office of the Douglas County Recorder, State of Nevada, on November 29, 1978, in Book 1178, at Page 1599 as Document No. 27700. Reference is also hereby made to that certain Record of Survey Map recorded in Book 183, at Page 1298 as Document No. 75477.

EXCEPTING THEREFROM Lot 21, all that portion of said land granted to the County of Douglas, in Deed recorded on December 16, 1986, in Book 1286, at Page 1918, as Document No. 146773 and further recorded on December 31, 1986 in Book 1286, at Page 4337, as Document No. 147785.

PARCEL 6:

Non-exclusive easements for ingress and egress as an appurtenance to Parcels 1 through 5 above, as described in Quitclaim Grant of Easement recorded on March 17, 1981 in Book 381, at Page 1302 as Document No. 54436 and in Book 381, at Page 1304 as Document No. 54437 and those easements for ingress and egress as shown on Division of Land Map recorded November 29, 1978 as Document No. 27700 and on Record of Survey Map recorded on January 27, 1983, as Document No. 75477, Official Records.

Continued...

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BK 1101 PG 2713



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

A portion of the South 1/2 of the Southeast 1/4 of Section 33, Township 16 North, Range 20 East, M.D.B. & M., more particularly described as follows:

PARCEL 7

Lot 16 of the AMENDED CARSON CITY INDUSTRIAL AIRPARK, according to the official plat thereof, filed in the office of the Carson City Nevada Recorder, on December 14, 1971, Plat Book No. 2, Map No. 363, File No. 98759, Official Records.

EXCEPTING THEREFROM that portion dedicated as Conestoga Drive, per document recorded April 11, 1980, in Book 275, at Page 118 as Document No. 95616.

PARCEL 8

Lot 19 of the AMENDED CARSON CITY INDUSTRIAL AIRPARK, according to the official plat thereof, filed in the office of the Carson City Nevada Recorder, on December 14, 1971, Plat Book No. 2, Map No. 363, File No. 98759, Official Records.

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BK 110 | PG 2714

All that certain lot, piece or parcel or land situate in the County of Douglas, State of Nevada, described as follows:

That portion of Section 4, Township 13 North, Range 20 East, M.D.B. & M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southwesterly corner of Lot 26 of that certain Record of Survey #5 for Carson Valley Business Park Phase 2, as said map was recorded in Book 0601 at Page 5640 as Document No. 516867 of the Official Records of said Douglas County; thence Northerly along the Westerly line of said Lot 26, N. 0°03'08" W., 1762.12 feet to the beginning of a curve concave to the Southeast and having a radius of 50.00 feet; thence Northerly and Easterly along said curve through a central angle of 90°00'00" an arc distance of 78.54 feet; thence Easterly along the Northerly line of said Lot 26, N. 89°56'52" E., 970.83 feet to the beginning of a curve concave to the Northwest and having a radius of 280.00 feet; thence Northeasterly along said curve through a central angle of 40°09'41" an arc distance of 196.26 feet to a point on said curve, a radial line through said point bears S.40°12'49" E.; thence S. 0°03'08" E., 61.69 feet; thence N. 89°56'52" E., 502.85 feet to a point on the Easterly line of "Remainder Block K" parcel, as said parcel is shown on said Record of Survey #5; thence Southerly along said Easterly line, S. 0°02'34" W., 2767.54 feet to the Southeast corner of said "Remainder Block K" parcel, said corner being the South ¼ corner of said Section 4; thence Westerly along the Southerly line of the Southwest ¼ of said Section 4, S. 89°28'50" W., 1319.48 feet to the Southwesterly corner of said "Remainder Block K" parcel; thence Northerly along the Westerly line of said parcel, N. 0°21'38" W., 963.07 feet to a point on the Southerly line of said Lot 26; thence Westerly along said Southerly line, S. 89°45'49" W., 375.06 feet to the Point of Beginning.

Said Parcel is shown as Lot 26A on Record of Survey in support of a boundary line adjustment recorded August 13, 2001 in Book 0801, Page 3020, as Document No. 520441.

The above metes and bounds description appeared previously in that certain document recorded August 13, 2001 in Book 0801, Page 3021, as Document No. 520442.

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

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