

A.P.N. 1220-04-501-016

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

Mr. James Schultz  
Gabrielsen & Company  
711 Grand Avenue, Suite 200  
San Rafael, California 94901

SPACE ABOVE THIS LINE FOR RECORDERS USE

2031499 WDB

MAIL TAX STATEMENTS TO:

CITY TRANSFER TAX: \$ ~~NONE~~  
DOCUMENTARY TRANSFER TAX: \$ ~~NONE~~

SAME AS ABOVE

Computed on value of the property conveyed  
As declared by the undersigned Assignor

## ASSIGNMENT AND ASSUMPTION OF LEASE

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hart Estate Development Company, a general partnership (the "Assignor"), hereby assigns and delegates to Donlon H. Gabrielsen and Agnes Jane Gabrielsen, Husband and Wife, as to an undivided seventy percent (70%) interest as tenant in common, and Eric H. Gabrielsen, a married man as his sole and separate property as to an undivided thirty percent (30%) interest as tenant in common (collectively, the "Assignees"), and Assignees hereby agree to assume and accept the assignment and delegation of all of Assignor's right, title and interest in and to, and obligations under, that certain Ground Lease Agreement entered into by Hart Estate Investment Company, a California general partnership, as Lessor, and Assignor, as Lessee, dated as of November 7, 1989 ("Ground Lease"), relating to the property commonly known as the Carson Valley Fair, located in Douglas County, State of Nevada and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof. A copy of the Memorandum of Ground Lease is attached hereto as Exhibit "B."

Assignor hereby agrees to indemnify Assignees against and hold Assignees harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, originating or relating to the period prior to the Effective Date (defined below) arising out of the Assignor's obligations under such ground lease. Assignees hereby agree to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, originating or relating to the period on or after the Effective Date (defined below) arising out of the Assignees' obligations under such Ground Lease.

If any litigation between Assignor and Assignees arises out of the obligations of the parties under this Assignment and Assumption of Lease or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment and Assumption of Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and Assumption of Lease and to survive and not be merged into any such judgment.

This Assignment and Assumption of Lease may be executed and delivered in any number of

0553792

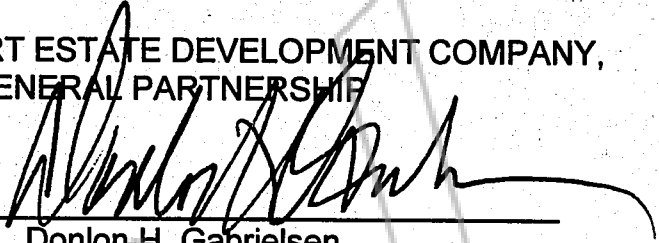
BK1002PG01253


counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignees have executed and delivered this Assignment and Assumption of Lease to be effective as of January 1, 1998 (the "Effective Date").

**ASSIGNOR:**

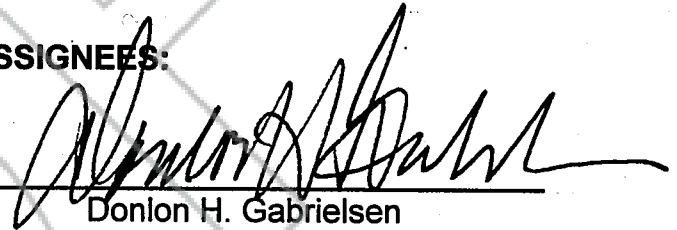
HART ESTATE DEVELOPMENT COMPANY,  
A GENERAL PARTNERSHIP


By:   
Donlon H. Gabrielsen  
Its: General partner

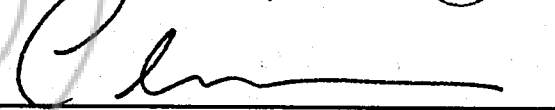
By:   
Agnes Jane Gabrielsen  
Its: General partner

By:   
Eric H. Gabrielsen  
Its: General partner

**ASSIGNEES:**

  
Donlon H. Gabrielsen

  
Agnes Jane Gabrielsen

  
Eric H. Gabrielsen

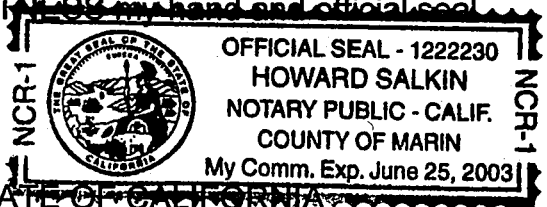
ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
 )  
COUNTY OF MARIN )

SS:

On this 11<sup>th</sup> day of September 2000 before me, Howard Salkin a Notary Public in and for said State, personally appeared Simon H. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.



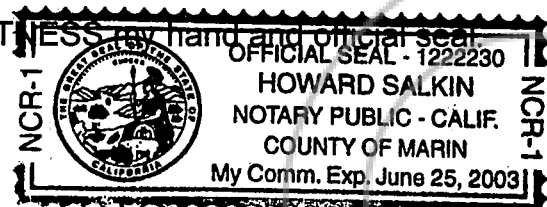
Howard Salkin  
Notary Public  
My Commission expires: 6/25/03

STATE OF CALIFORNIA )  
 )  
COUNTY OF MARIN )

SS:

On this 11<sup>th</sup> day of September 2000 before me, Howard Salkin a Notary Public in and for said State, personally appeared Simon H. Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.



Howard Salkin  
Notary Public  
My Commission expires: 6/25/03

STATE OF COLORADO )  
 )  
COUNTY OF BOULDER )

SS:

On this 31 day of July 2000 before me, Claudia Lenz a Notary Public in and for said State, personally appeared Eric Gabrielsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

**SEAL**

Claudia Lenz  
Notary Public  
My Commission expires: My Commission Expires 02/03/2001

Exhibit A

DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

PARCEL ONE:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29490, Douglas County Records, from which point the Northeast corner of said Section 4, bears North 30°43'28" East, 2116.56 feet; thence along said Easterly right-of-way line North 51°02'32" West, 166.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly right-of-way line North 51°02'32" West, 634.00 feet to the Southerly right-of-way; thence along said Southerly line North 44°54'36 East, 701.78 feet; thence leaving said Southerly right-of-way, South 29°39'15 East, 741.00 feet; thence South 60°20'45" West, 196.00 feet; thence North 89°39'15 West 44.24 feet; thence South 44°54'36 West, 218.83 feet to the True Point of Beginning.

PARCEL TWO:

An easement for a water line, recorded November 7, 1989, in Book 1189, Page 933, Document No. 214299.

PARCEL THREE:

An easement for drainage purposes, recorded November 7, 1989, in Book 1189, Page 936, Document No. 214300.

Reference is made to the Record of Survey filed November 7, 1989, File No. 214971.

NOTE: The above metes and bounds description appeared previously in that certain document recorded May 25, 1993, in Book 593, page 4698, as Instrument No. 307961.

\* \* \* \* \*

**EXHIBIT "B"**  
**MEMORANDUM OF LEASE**

COPY

Michelle M. Erlach, Esq.  
Robison, Belaustagul, Robb & Sharp  
71 Washington Street  
Reno, Nevada 89503

163949mc  
208580 TO

MEMORANDUM OF GROUND LEASE

RECITALS

A. This Memorandum of Ground Lease is entered into this 21<sup>st</sup> day of May, 1993, by and between HART ESTATE INVESTMENT COMPANY, a California general partnership ("Ground Lessor") and HART ESTATE DEVELOPMENT COMPANY, a California general partnership ("Ground Lessee"). Ground Lessor hereby does lease to Ground Lessee all real property known as the Carson Valley Fair Shopping Center, which is herein referred to as the "Property" and legally described in Exhibit "A" attached hereto, and by this reference, incorporated herein as though fully set forth.

B. Ground Lessor and Ground Lessee desire to execute this Memorandum and to provide constructive notice of Ground Lessee's rights under the Ground Lease to all third parties.

1. Exclusive use and possession of leased premises. Ground Lessor does hereby grant, convey, and transfer to Ground Lessee the exclusive use and possession of all land, more particularly described in the attached Exhibit "A".

2. Term. The Ground Lessor leases the Property to Ground Lessee for a term of 30 years, commencing on November 7, 1989, and ending on November 30, 2019 with a ten (10) year option to renew.

3. Lease Terms. Ground Lessor and Ground Lessee have entered into an unrecorded Ground Lease containing the provisions included herein and certain additional provisions. The provisions of the unrecorded Ground Lease are incorporated herein by this reference.

IN WITNESS WHEREOF, Ground Lessor and Ground Lessee have executed this Memorandum of Ground Lease as of the day and year first above written.

GROUND LESSOR:

HART ESTATE INVESTMENT COMPANY,  
a California general partnership

By: [Signature]  
Name: Eric Gabrielsen  
Title: General Partner

By: [Signature]  
Name: Eve Gabrielsen  
Title: General Partner

Address:  
1695 Meadow Wood Lane, Suite 200  
Reno, Nevada 89502  
Attention: \_\_\_\_\_

307960  
BK 0593PG4694



STATE OF CALIFORNIA )  
COUNTY OF Marin )  
SAN FRANCISCO )

On this 21<sup>st</sup> day of May, 1993, personally appeared before me, a notary public, Donlon Gabrielsen, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that he executed the instrument.



June M. Francis  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
COUNTY OF Marin )  
SAN FRANCISCO )

On this 21<sup>st</sup> day of May, 1993, personally appeared before me, a notary public, Agnes Gabrielsen, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that she executed the instrument.



June M. Francis  
NOTARY PUBLIC

A:\WPDATA\CL\EN714386.001\0-MEMO.LSA

307960  
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**EXHIBIT "A"**

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395; said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 28420, Douglas County Records, from which point the Northeast corner of said Section 4, bears North 30°43'28" East, 2116.58 feet; thence along said Easterly right-of-way line North 51°02'32" West, 166.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly right-of-way line North 51°02'32" West, 634.00 feet to the Southerly right-of-way, line of Waterloo Lane, being a 100 foot right-of-way; Thence along said Southerly line North 44°54'36" East, 701.78 feet; thence leaving said Southerly right-of-way, South 29°39'15" East, 741.00 feet; thence South 60°20'45" West, 196.00 feet; thence North 89°39'15" West, 44.24 feet; thence South 44°54'36" West, 218.83 feet to the True Point of Beginning.

A portion of A.P.N. 25-143-01

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'93 MAY 25 AM 1:42

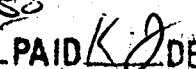
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SUZANNE BLAUGREAU  
RECORDER  
 PAID DEPUTY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 OCT -3 PM 2:40

LINDA SLATER  
RECORDER

\$22<sup>00</sup> PAID  DEPUTY

Description: Douglas, NV Document-DocID 307960 Page: 4 of 4  
Order: 2031499 WDB Comment:

0553792

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