

DOC # 0725960
06/30/2008 09:02 AM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE RENO

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 101 Fee: 114.00
BK-0608 PG- 7491 RPTT: 0.00



RECIPROCAL EASEMENT AGREEMENT
BETWEEN
KOHL'S DEPARTMENT STORES, INC.
AND
RIVERWOOD PARTNERS, LLC
AND
RIVERWOOD REDEVELOPMENT, LLC

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:**

Law Department
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051

TABLE OF CONTENTS

	<u>Page</u>
Article 1 DEFINITIONS	2
1.1 Agreement	2
1.2 Approving Owners	2
1.3 Building	2
1.4 Building Area	2
1.5 Claims	2
1.6 Common Area	2
1.7 Constant Dollars	2
1.8 Floor Area	3
1.9 Governmental Regulations	3
1.10 Improvements	3
1.11 Interest Rate	3
1.12 Mortgagee	4
1.13 Occupant	4
1.14 Owner	4
1.15 Permittee	4
1.16 Person	5
1.17 Prime Lease	5
1.18 Prime Lessee	5
1.19 Project Pylon Sign(s)	5
1.20 Restaurant	5
1.21 Service Areas	5
1.22 Tract	5
1.23 Utility Lines	5
Article 2 BUILDING AND COMMON AREA DEVELOPMENT	6
2.1 Building Location	6
2.2 Common Area	7
2.3 Type and Design of Improvements	7
2.4 Construction Requirements	9
2.5 Temporary License	10
2.6 Indemnity	11
2.7 Approval Procedures	11
2.8 Liens	11
Article 3 EASEMENTS	12
3.1 Ingress and Egress	12
3.2 Parking	12
3.3 Utility Lines and Facilities	13
3.4 Signs	15
3.5 Permanent Drive	15
3.6 Storm Drainage and Detention Easements	15
3.7 Pedestrian Access Easements	15



3.8	Building Encroachments	16
3.9	Dedication to Public Entities.....	17
3.10	No Merger	17
Article 4 OPERATION OF COMMON AREA		17
4.1	Parking Requirements	17
4.2	Employee Parking	18
4.3	Occupant Signs.....	18
4.4	Protection of Common Area.....	20
4.5	Changes to Common Area.....	20
Article 5 RESTRICTIONS ON USE.....		22
5.1	Land Restrictions.....	22
5.2	Proprietary Rights of Kohl's	29
5.3	Hazardous Materials.....	29
Article 6 MAINTENANCE STANDARDS.....		30
6.1	Maintenance Obligations.....	30
6.2	Maintenance Director	32
Article 7 LIGHTING.....		32
7.1	General Requirements	32
7.2	Additional Lighting	32
Article 8 INSURANCE AND INDEMNITY		33
8.1	Liability Insurance.....	33
8.2	Insurance Coverage During Construction	34
8.3	Property Insurance.....	35
8.4	Insurance Requirements	36
8.5	Waiver of Subrogation	36
8.6	Indemnification by Owners	37
8.7	Applicability of Article 8 to Mike & Dink Tract	37
Article 9 PROPERTY DAMAGE AND EMINENT DOMAIN.....		37
9.1	Maintenance of Buildings and Service Areas	37
9.2	Utility Lines.....	37
9.3	Damage to Buildings.....	38
9.4	Casualty Damage to Common Area.....	39
9.5	Eminent Domain.....	39
Article 10 PAYMENT OF TAXES.....		39
10.1	Taxes and Assessments	39
Article 11 DEFAULT.....		40
11.1	Default	40
11.2	Right to Cure	41
11.3	Remedies Cumulative.....	41
11.4	Attorneys' Fees.....	42



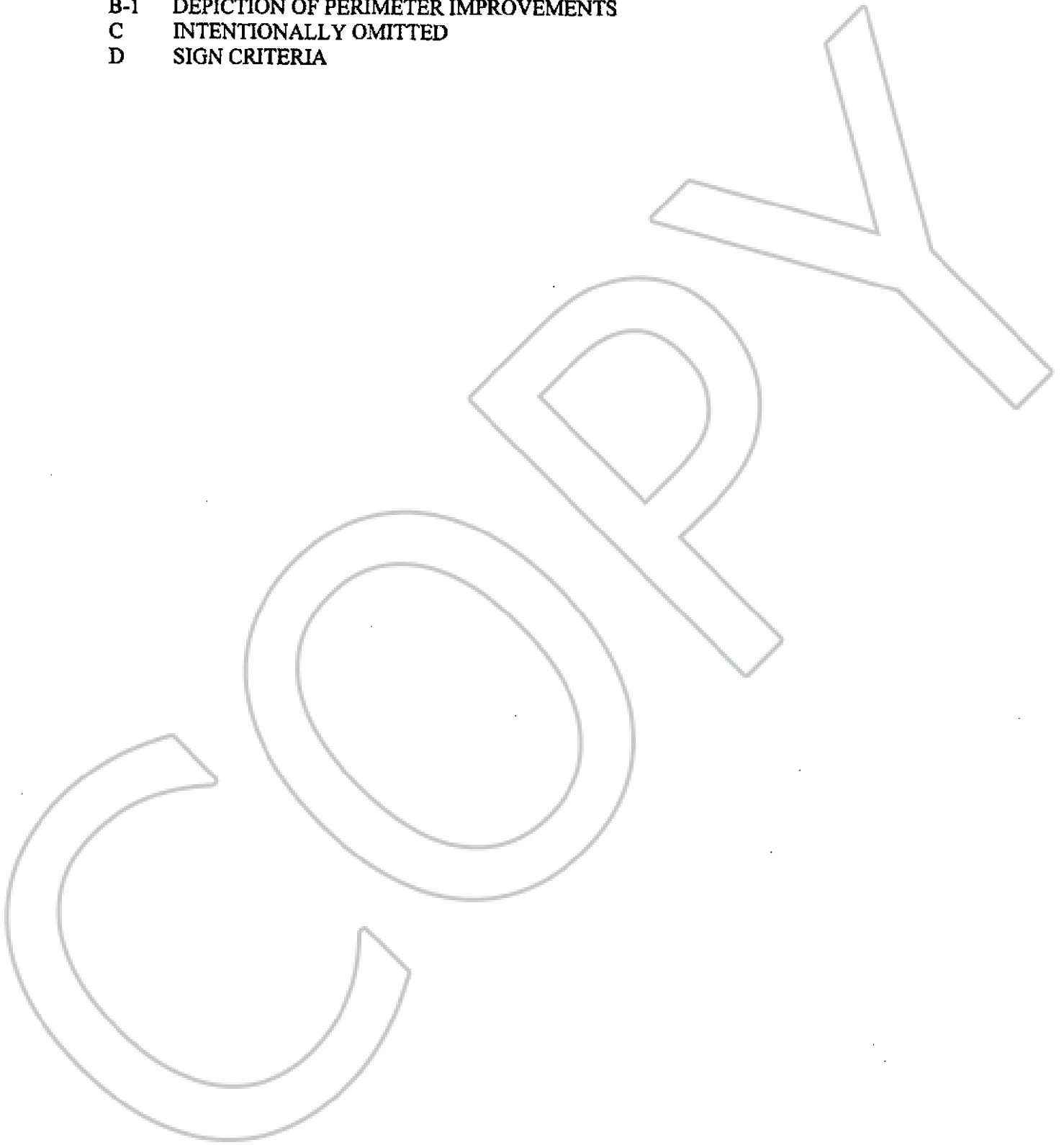
Article 12 LIEN FOR EXPENSES OR TAXES	42
12.1 Effectiveness of Lien	42
12.2 Priority of Lien	42
Article 13 BINDING EFFECT	43
13.1 Successors and Assigns	43
13.2 Limitation on Release	43
13.3 Termination of Kohl's Lease	44
Article 14 MISCELLANEOUS	44
14.1 Covenants Run With the Land	44
14.2 No Public Dedication	44
14.3 Duration	44
14.4 Modification and Termination	45
14.5 Method of Approval	45
14.6 Multiple Owners	46
14.7 Estoppel Certificates	46
14.8 Breach Shall Not Permit Termination	46
14.9 Notices	46
14.10 Waiver	48
14.11 Severability	48
14.12 Not a Partnership	48
14.13 Captions and Headings	48
14.14 Interpretation	48
14.15 Entire Agreement	48
14.16 Joint and Several Obligations	48
14.17 Recordation	48
14.18 Mortgagee Protection	49
14.19 Variances	49
14.20 Counterparts	49
14.21 Limitation on Liability	49
14.22 Excusable Delays	50
14.23 Adjacent Parcels	50
Article 15 APPLICABILITY OF AGREEMENT TO THE MIKE & DINK TRACT	50
Article 16 ENFORCEABILITY	50

EXHIBITS

- A-1 LEGAL DESCRIPTION OF THE KOHL'S TRACT
- A-2 LEGAL DESCRIPTION OF THE DEVELOPER TRACT
- A-3 LEGAL DESCRIPTION OF THE RRL TRACT
- A-4 LEGAL DESCRIPTION OF THE MIKE & DINK TRACT
- B SITE PLAN



- B-1 DEPICTION OF PERIMETER IMPROVEMENTS
- C INTENTIONALLY OMITTED
- D SIGN CRITERIA



RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of MAY 29th, 2008, by and between KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Kohl's"), RIVERWOOD PARTNERS, LLC, a Nevada limited liability company ("Developer"), and RIVERWOOD REDEVELOPMENT, LLC, a Nevada limited liability company ("RRL").

RECITALS

A. Developer is the owner of a certain tract of land legally described in EXHIBIT A-1 attached hereto and made a part hereof and identified as the "Kohl's Tract" on the site plan attached hereto as EXHIBIT B and made a part hereof (the "Site Plan").

B. Developer is the owner of a certain tract of land legally described in EXHIBIT A-2 attached hereto and made a part hereof and identified as the "Developer Tract" on the Site Plan. The Developer Tract consists of the "Pad Tract", the "Anchor B Tract" and the "Anchor C/D Tract", each of which is depicted on the Site Plan attached hereto.

C. RRL is the owner of a certain tract of land legally described in EXHIBIT A-3 attached hereto and made a part hereof and identified as the "RRL Tract" on the Site Plan.

D. The Kohl's Tract, the Developer Tract and the RRL Tract (collectively, the "Project") are located at the southeast corner of the intersection of US 395 and Topsy Lane, in the County of Douglas, State of Nevada.

E. Developer is the owner of a certain tract of land legally described in EXHIBIT A-4 attached hereto and made a part hereof and identified as the "Mike & Dink Tract" on the Site Plan.

F. The Kohl's Tract, the Developer Tract, the RRL Tract and the Mike & Dink Tract are collectively referred to herein as the "Land".

E. Pursuant to a certain Ground Lease dated MAY 29th, 2008 (the "Kohl's Lease"), by and between Developer, as landlord, and Kohl's, as tenant, Kohl's leased the Kohl's Tract from Developer.

F. In order to effectuate the common use and operation of their respective Tracts, the signatories hereto desire to enter into certain covenants and agreements, and to grant to each other certain reciprocal easements, in, to, over, and across their respective Tracts.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kohl's, RRL and Developer hereby agree as follows:



ARTICLE 1

DEFINITIONS

1.1 **Agreement.** "Agreement" shall mean this Reciprocal Easement Agreement.

1.2 **Approving Owners.** "Approving Owners" shall mean the Owner designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of this Agreement. There shall be one Approving Owner representing the Developer Tract, one Approving Owner representing the RRL Tract, one Approving Owner representing the Kohl's Tract, and one Approving Owner representing the Mike & Dink Tract. Developer shall be the initial Approving Owner for the Developer Tract, RRL shall be the initial Approving Owner for the RRL Tract, Kohl's shall be the initial Approving Owner for the Kohl's Tract and Developer shall be the initial Approving Owner for the Mike & Dink Tract. Each Approving Owner shall have the right to assign its position as Approving Owner pursuant to Section 13.1.

1.3 **Building.** "Building" shall mean any permanently enclosed structure placed, constructed or located on a Tract (except for the Mike & Dink Tract), which for the purpose of this Agreement shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

1.4 **Building Area.** "Building Area" shall mean all those areas on each Tract (except for the Mike & Dink Tract) designated as "Building Area" on the Site Plan and within which Buildings may be constructed, placed or located. Buildings may be constructed anywhere within a Building Area. One or more Buildings may be located within a Building Area.

1.5 **Claims.** "Claims" shall mean causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs).

1.6 **Common Area.** "Common Area" shall mean all areas within the Project, exclusive of Buildings. The parties hereto acknowledge that the "Common Area" for the purposes of this Agreement shall not include the "Phase 1" perimeter improvements or the "Phase 2" perimeter improvements as same are depicted on Exhibit B-1 attached hereto. The Phase 1 and Phase 2 perimeter improvements are addressed separately in that certain Reciprocal Easement Agreement by and between Developer, Kohl's, RRL and Max Baer Productions, Ltd., dated as of May 29th, 2008.

1.7 **Constant Dollars.**

(a) "Constant Dollars" shall mean the present value of the dollars to which such phrase refers. The first adjustment of Constant Dollars shall occur on January 1, 2014, and Constant Dollars shall be adjusted every five (5) years thereafter. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number.

(b) "Base Index Number" shall mean the level of the Index for September 1, 2008.



(c) "Current Index Number" shall mean the level of the Index for the month of September of the year preceding the adjustment year.

(d) "Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84'100), or if publication of the Index is discontinued, a substitute index selected by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) of comparable statistics computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.8 **Floor Area.** "Floor Area" shall mean the actual number of square feet of space contained on each floor within a Building, as measured from the exterior faces of the exterior walls or storefront and/or the centerline of any common walls, including mezzanine and basement space and including stairs, interior elevations, escalators, air conditioning and other interior equipment rooms; provided, however, that the following areas shall not be included in such calculations:

- (a) loading docks and platforms, transformer vaults, utility and mechanical penthouses, and utility enclosures;
- (b) mezzanine space and basement space which are not used for the display or sale of merchandise;
- (c) space attributable to multi-deck, platform, rack and other multi-level systems used solely for the storage of merchandise to the extent located above the ground floor;
- (d) patio/outdoor seating areas or outside selling areas or outside garden area.

Within thirty (30) days after written request from another Owner therefor, an Owner shall certify to the requesting Owner the amount of Floor Area applicable to each Building on its Tract and shall furnish a copy of any "as built" survey in such Owner's possession to the requesting Owner for informational purposes only.

1.9 **Governmental Regulations.** "Governmental Regulations" shall mean any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force.

1.10 **Improvements.** "Improvements" shall mean any Building, sign or Common Area improvements located in the Project.

1.11 **Interest Rate.** "Interest Rate" shall mean the Prime Rate plus two percent. As used herein, "Prime Rate" shall mean the rate of interest published from time to time as the "Prime Rate" in *The Wall Street Journal* under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the Prime Rate shall be the mathematical



average of such rates, and (ii) if such rate is no longer published in The Wall Street Journal or is otherwise unavailable, the Prime Rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by the Approving Owners.

1.12 **Mortgagee.** "Mortgagee" shall mean any mortgagee under a mortgage, a grantee under a deed to secure debt, or a trustee or beneficiary under a deed of trust constituting a lien on any Tract.

1.13 **Occupant.** "Occupant" shall mean any Person or Prime Lessee from time to time entitled to the use and occupancy of any portion of a Building in the Project under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

1.14 **Owner.** "Owner" shall mean (i) the record holder of fee simple title to a Tract, its heirs, personal representatives, successors and assigns, or (ii) a Prime Lessee as to a Tract that is subject to a Prime Lease. Owner shall also include any Person designated in writing by an Owner to act on behalf of such Owner in the exercise of the powers granted to such Owner under this Agreement. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Project owned by such Owner that accrue during the period of such ownership. If a Tract is owned by more than one Person, the Person or Persons holding at least 51% of the ownership interest in the Tract shall designate one of their number to represent all owners of the Tract and such designated Person shall be deemed the Owner for such Tract. If a Tract is owned by more than one Person and the Persons fail to designate a representative, then such Persons' right to vote under this Agreement shall be suspended until such representative is designated.

1.15 **Permittee.** "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Project; provided, however, persons engaged in civic, public or political activities within the Project, including but not limited to the following activities, shall not be considered to be Permittees:

- (a) exhibiting any placard, sign or notice;
- (b) distributing any circular, handbill, placard or booklet;
- (c) soliciting memberships or contributions for private, civic, public or charitable purposes;
- (d) parading, picketing or demonstrating; and
- (e) failing to follow rules or regulations established by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) relating to the use of the Project.



1.16 **Person.** "Person" shall mean individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

1.17 **Prime Lease.** "Prime Lease" shall mean the Kohl's Lease and any other lease between a fee owner of an entire Tract, as landlord, and a Prime Lessee, as tenant.

1.18 **Prime Lessee.** "Prime Lessee" shall mean the tenant under the Kohl's Lease and any other Occupant of an entire Tract who is not the fee owner of such Tract, but who, pursuant to a lease or other agreement by which such Prime Lessee assumes during the term thereof all obligations and responsibilities relating to the ownership and operation of such Tract and any business thereon, is designated by the fee owner of such Tract as the Owner of such Tract for purposes of this Agreement.

1.19 **Project Pylon Sign(s).** "Project Pylon Sign(s)" shall mean the pylon and/or monument signs designated on the Site Plan, to the extent permitted by applicable Governmental Regulations.

1.20 **Restaurant.** "Restaurant" shall mean any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on-site or off-site consumption; provided, however, notwithstanding anything herein to the contrary, a supermarket, grocery store or similar operation shall not be deemed a Restaurant, nor shall the following be considered a "Restaurant": an operation occupying less than three thousand (3,000) square feet of Floor Area devoted to quick service without table service and not selling alcoholic beverages such as, but not limited to, a donut shop, yogurt store, bagel store, ice cream store, juice and smoothie store (such as, but not limited to, Jamba Juice), coffee store (such as, but not limited to, Starbucks, Peet's or Coffee, Bean & Tea Leaf), take-out only pizza store, pretzel store or bakery with incidental food service).

1.21 **Service Areas.** "Service Areas" shall mean trash compactors and enclosures, exterior lighting attached to a Building, drive-up or drive-through customer service facilities directly adjacent or in close proximity to a Building, side yards and rear yards used for outdoor storage (provided such outdoor storage does not interfere with the flow of vehicular traffic), loading docks, electrical facilities and transformers, truck ramps and other similar exclusive service facilities and outward extensions, and customer pickup areas directly adjacent or in close proximity to a Building, whether or not described, labeled or depicted as such on the Site Plan. The Service Areas are the exclusive property of the Owner of the Tract and not part of the Common Area.

1.22 **Tract.** "Tract" shall mean that portion of the Land owned by an Owner.

1.23 **Utility Lines.**

(a) "Utility Lines" shall mean those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, detention or retention systems or structures, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, other public or private utilities providing service to the Project. The term "Utility Lines" shall be deemed to



refer to both "Common Utility Lines" and "Separate Utility Lines" (as hereinafter defined).

(b) "Common Utility Lines" shall mean those Utility Lines which are installed to provide the applicable service to both the Kohl's Tract and the balance of the Project. Any surface water collection, retention and distribution facilities shall be deemed to be a Common Utility Line.

(c) "Separate Utility Lines" shall mean those Utility Lines which are installed to provide the applicable service to either the Kohl's Tract or the balance of the Project, but not both. For the purpose of this Agreement, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

ARTICLE 2

BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location.

(a) Unless otherwise approved in writing by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld in the sole and absolute discretion of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), all Buildings shall be placed or constructed upon the Tract only in the Building Areas. Buildings may be located (or relocated) anywhere within the Building Area provided the total Floor Area of all Buildings constructed within a Building Area does not exceed the maximum square footage of Floor Area permitted on such Tract by the application of the minimum parking requirements set forth in Section 4.1 below. If a portion of any Building Area is at any time paved and used as Common Area, such portion may be subsequently used for building purposes provided that all parking requirements and other provisions relating to such area are complied with. Likewise, such building may be subsequently razed and, until replaced, the area shall thereafter be deemed part of the Common Area, and shall be improved to the same standards as the other Common Area, either as automobile parking and drive area or as landscaped area.

(b) Except for the Mike & Dink Tract, all unimproved but disturbed portions of a Tract shall be covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by Governmental Regulations and maintained in a clean and neat condition at the subject Owner's sole cost and expense until such time as Buildings are constructed thereon. All unimproved and undisturbed portions of a Tract may be left in its natural state (i.e., covered with high desert sage brush). Although no Owner shall have an obligation to commence construction of any Building on its Tract, once construction of a Building has been commenced, such Building shall be completed within a reasonable period of time.



(c) Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall the provisions of Section 2.1 apply to the Mike & Dink Tract.

2.2 **Common Area.** The Common Area, as the same is constructed, shall be constructed substantially as shown on the Site Plan (except for the Common Area located on the Mike & Dink Tract); provided, however, no fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area, exclusive of (i) any curbing, screen walls, retaining walls, berms, landscaping and other forms of traffic control depicted on the Site Plan, (ii) any permitted staging and/or storage areas, or (iii) any fencing used in connection with construction activities otherwise permitted by the terms of this Agreement. The Common Area is hereby reserved for the sole and exclusive use of the Owners and Occupants of the Project, and their respective Permittees. The Common Area may be used only for vehicular driving, parking and pedestrian traffic and such other purposes as are usual and customary in shopping centers in the metropolitan area in which the Project is located, unless otherwise specifically prohibited in this Agreement. The Common Area shall be maintained as provided for in Article 6. The Owners acknowledge and agree that incidental temporary 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/or the Common Area, all of which are permitted under this Agreement so long as all activities requiring the use of such equipment are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Project.

2.3 **Type and Design of Improvements**

(a) The Improvements shall be constructed in conformity with plans and specifications approved by the applicable governmental authorities. Such plans and specification shall be submitted to the Approving Owners for informational purposes only prior to submittal to the applicable governmental authorities.

(b) No Building shall be built in such a manner as to adversely affect the structural integrity of any other Building in the Project. Except for any nominal attachment (flashing and seal) to an existing Building on the other Tract (it being the intent of the Parties to establish and maintain the appearance of one continuous Building complex), no Owner shall have the right to make any attachment whatsoever to another Owner's Building (such other Owner being referred to in this subparagraph only as "Other Owner") without such Other Owner's prior written approval, which may be withheld in such Other Owner's sole and absolute discretion. If the Other Owner approves the requested attachment, the Owner making the attachment shall, prior to making such attachment, obtain the Other Owner's prior written approval (which may be withheld in it sole and absolute discretion) of the drawings and specifications detailing the attachment. The Owner making the attachment shall do so in a manner that does not result in the interruption of the business activities conducted on the adjoining Tract or result in damage to the Improvements in place on the adjoining Tract. Such attachment shall be in strict conformance with the approved drawings and specifications detailing the



same. The Owner making the attachment shall repair any affected portion of the Other Owner's Building due to the attachment to the Other Owner's Building.

(c) The Buildings located on the Anchor C/D Tract shall not exceed one story in height; provided, however, the foregoing restriction shall not prohibit the construction of mezzanines. Furthermore, the Buildings located on the Anchor C/D Tract shall not exceed thirty-six (36) feet, unless otherwise permitted by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld by the Approving Owners in their sole and absolute discretion. The Building on the Kohl's Tract shall not exceed forty (40) feet without the approval of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld by the Approving Owners in their sole and absolute discretion. The Building located on the Anchor B Tract shall not exceed thirty-eight (38) feet, with architectural elements not to exceed forty-two (42) feet, unless otherwise permitted by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld by the Approving Owners in their sole and absolute discretion. The Buildings located on the RRL Tract shall not exceed twenty-six (26) feet (plus an additional nine (9) feet for the construction of architectural elements, not to exceed fifty percent (50%) of the linear frontage of such Buildings), unless otherwise permitted by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld by the Approving Owners in their sole and absolute discretion. The Buildings located on the Pad Tract shall not exceed twenty-eight (28) feet (with architectural elements not to exceed thirty-two (32) feet), unless otherwise permitted by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), which approval may be granted or withheld by the Approving Owners in their sole and absolute discretion.

The height of any Building shall be measured perpendicular from the finished floor elevation of the ground level of the Building to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Building. Any Owner shall have the right to install, maintain, repair, replace and remove Communications Equipment used in connection with the business being conducted by an Occupant on the top of the Building on its Tract which may extend above the height limits established above; provided, however, such Communication Equipment shall be set back from the front of the Building and screened (if required by governmental authority) to reduce visibility thereof by customers. As used herein, the phrase "Communications Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable. Notwithstanding the foregoing, or anything to the contrary contained herein, the provisions of this Section 2.3(c) shall not apply to or bind the Mike & Dink Tract.

(d) The Owners acknowledge that Kohl's initially proposes to construct on the Kohl's Tract a Building which is classified as an "unlimited area" building under certain building codes (By way of explanation, but not limitation, an "unlimited area" building is designated II-N or V-N under the Uniform Building Code). All Buildings constructed within the Project shall comply with the following requirements:



(i) no Building shall be constructed within 60 feet of the Building Area on an adjoining Tract unless such Building, hereinafter referred to as the "Adjacent Building," shall be located immediately adjacent to the common boundary line and is attached to the Building, if any, on the adjacent Tract in accordance with Section 2.3(b);

(ii) if an Adjacent Building exists, then no Building shall be located within 60 feet of the Adjacent Building unless such Building is attached to the Adjacent Building in accordance with Section 2.3(b); the Adjacent Building and all other Buildings on the Tract that are attached to the Adjacent Building and to each other are hereinafter referred to as the "Building Group";

(iii) any Building that is not part of the Building Group, shall be located at least 60 feet distant from the Building Group; and

(iv) the Adjacent Building or the Building Group, as the case may be, shall comply with the Building code requirements applicable to an "unlimited area" building, including without limitation the installation of an approved sprinkler system for fire protection.

(e) In addition to the requirements set forth above, no Building shall initially be placed or constructed on their respective Tracts in a manner which will, based on then existing governmental regulations, either preclude the construction of an "unlimited area" building within the Building Areas, or cause an existing "unlimited area" building thereon to no longer be in conformance with applicable building code requirements; provided, however, subsequent changes in governmental regulations shall not obligate an Owner to modify or alter its existing Building.

(f) If required by any governmental authority, each Owner shall join in a recordable declaration which confirms the existence of a 60-foot clear area around the Building Areas.

(g) There shall not be constructed in the Project any parking structure, whether over or under ground level.

(h) Without the prior written consent of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), no enclosed mall shall be permitted within the Project.

2.4 **Construction Requirements.**

(a) All construction activities performed within the Project shall be performed in compliance with all applicable Governmental Regulations. All construction shall use new materials, and shall be performed in a good, safe, workmanlike manner.

(b) All work performed in the construction, repair, replacement, alteration or expansion of any Improvements shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the



Project, or any part thereof, to or from any public right-of-way, or (ii) the receiving of merchandise by any business in the Project, including, without limitation, access to its Building. Further, no construction activities performed by an Owner shall (1) cause any unreasonable increase in the cost of constructing Improvements upon another Owner's Tract; (2) unreasonably interfere with construction work being performed on any other part of the Project; (3) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Project by any other Owner or its Permittees; or (4) cause any Building located on another Tract to be in violation of any Governmental Regulations. Unless otherwise specifically stated herein, the Person contracting for the performance of such work ("Contracting Owner") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Improvements damaged or destroyed in the performance of such work.

(c) The Contracting Owner shall indemnify, defend, protect and hold harmless the Owners and Occupants for, from and against any and all Claims arising out of or in any way connected with the performance of such work, including an Owner's or Occupant's own negligence, unless such cause of action is solely the result of the negligent or willful misconduct of the indemnified Owner or Occupant.

(d) Staging for the initial construction of Buildings or the replacement, alteration, expansion, maintenance or repair of any Improvements 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 (i) be located solely on the constructing Owner's Tract, or (ii) be limited to specific areas ("Staging Area") of the Project designated on the Site Plan or otherwise approved in writing by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract). Each Staging Area on any Tract shall be located in such a way that it will not unreasonably interfere with the use of the Common Area on any other Tract. If a business is operating on the Kohl's Tract, then no other staging and/or storage area shall be located within fifty (50) feet of the Kohl's Tract, unless located within a Building Area. If substantial work is to be performed, the constructing Owner shall, at the request of any Approving Owner, fence off the staging and/or storage area. Upon completion of such work, the constructing Owner shall, at its expense, restore any damaged Common Area to a condition equal to or better than that existing prior to commencement of such work.

2.5 Temporary License. Each Owner hereby grants to the other Owners and to its respective contractors, materialmen and laborers a temporary license during the term of this Agreement for access and passage over and across the Common Area located on the granting Owner's Tract, to the extent reasonably necessary for such Owner to construct and/or maintain, repair and replace Improvements upon its Tract; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use and operation of (i) any business conducted by an Owner or Occupant, or (ii) the Common Area on the granting Owner's Tract. Prior to exercising the rights granted herein, an Owner shall provide each granting Owner with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance



coverage required by this Agreement. The Owner shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the Common Area on the granting Owner's Tract to a condition which is equal to or better than the condition which existed prior to the commencement of such work. If a dispute exists between the contractors, laborers, suppliers and/or others connected with construction activities, each Owner shall have the right to prohibit the contractors, laborers, suppliers and/or others working for another Owner from using the Common Area on its Tract.

2.6 **Indemnity.** In addition to the indemnification provided in Section 8.6 hereof, each Owner shall indemnify, defend, protect and hold every other Owner and their respective officers, directors, shareholders, employees and agents harmless for, from and against any and all Claims arising out of or related to injury to or death of any person or damage to or destruction of any property occurring on any Tract and arising out of or resulting from any construction activities performed by or at the request of an Owner or its Occupants, including an Owner's own negligence, unless such damage or destruction is caused solely by the negligent or willful act or omission of the indemnified Owner.

2.7 **Approval Procedures.**

(a) Before any action requiring the Approving Owners' approval under Section 2.3 hereof is commenced, sufficient information shall be sent to the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) to enable the Approving Owners to make a decision as to the proposal. Each Approving Owner shall have the right to approve or disapprove the proposal in accordance with the manner and time procedures set forth in Section 14.5 below, and if such Approving Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval.

(b) No Approving Owner shall be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any proposal submitted pursuant to this Agreement. Each Owner agrees that, by acquiring title to its Tract and submission of such plans, drawings and/or specifications, it will not bring any action or suit against any Approving Owner to recover any such damages. In addition, each Owner shall indemnify, defend, protect and hold the Approving Owners and their respective officers, directors, shareholders, employees and agents harmless for, from and against any and all Claims arising out of or related to the approval or disapproval of any plans, drawings and/or specifications submitted to an Approving Owner by or on behalf of such Owner or its Occupants. No approval shall be considered an approval of the plans, drawings and/or specifications from an engineering perspective or a determination that they comply with Governmental Regulations or otherwise meet building, environmental or engineering design standards, or that any such Improvements have been built in accordance with such plans, drawings and/or specifications.

2.8 **Liens.** If any lien is recorded against the Tract of one Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or



causing such lien to be so recorded agrees to cause such lien to be discharged within fifteen (15) days after the entry of a final judgment (after all appeals) for the foreclosure of such lien. Notwithstanding the foregoing, upon request of the Owner whose Tract is subject to such lien, the Owner permitting or causing such lien to be recorded agrees to (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, or (ii) give such assurance as would enable a title insurance company to insure over such lien or claim of lien, failing which the Owner or Prime Lessee whose Tract is subject to such lien shall have the right, at the expense of the Owner permitting or causing such lien to be so recorded, to transfer said lien to bond. Nothing herein shall prevent the Owner permitting or causing such lien to be recorded from contesting the validity thereof in any manner such Owner chooses so long as such contest is pursued with reasonable diligence. If such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien of record. The Owner permitting or causing such lien agrees to defend, protect, indemnify and hold harmless the other Owner and its Tract from and against all Claims arising out of or resulting from such lien.

ARTICLE 3

EASEMENTS

3.1 **Ingress and Egress.** Each Owner, as grantor, hereby grants to each other Owner, as grantee, for the benefit of each Tract belonging to the other Owners, and for the use of said Owner and its Permittees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Tract(s). Except as otherwise provided in Section 3.5 hereof, the easements granted pursuant to this Section 3.1 shall expire upon the expiration or earlier termination of this Agreement.

3.2 **Parking.** During the term of this Agreement, each Owner, as grantor, hereby grants to each other Owner, as grantees, for the benefit of each Tract belonging to the other Owners, and for the use of said Owners and their respective Permittees, nonexclusive easements for vehicular parking upon, over and across the parking areas within the Common Area located on the grantor's Tract(s). The easements granted pursuant to this Section 3.2 shall expire upon the expiration or earlier termination of this Agreement.

The easement rights granted under this Section 3.2 and Section 3.1 above shall be subject to the following reservations as well as any other applicable provisions contained in this Agreement:

(i) Each Owner reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;



(ii) Each Owner that has established a staging and/or storage area on its Tract pursuant to Section 2.4 reserves the right to exclude and restrain persons from using the staging and/or storage area during the period of time it is used for such purposes;

(iii) Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using the Common Area on its Tract; and

(iv) The easements granted in this Section 3.2 and Section 3.1 above shall not encumber, benefit or otherwise apply to the Mike & Dink Tract.

3.3 Utility Lines and Facilities.

(a) Each Owner, as grantor, hereby grants to each other Owner, as grantee, for the benefit of each Tract belonging to the other Owners, a perpetual, nonexclusive easement in, to, over, under, along, through and across the Common Area of the grantor's Tract(s) reasonably necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of Utility Lines serving the grantee's Tract, including but not limited to, sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines.

(b) All Utility Lines shall be underground except:

(i) 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 other Improvements) or which have been approved by the Approving Owners;

(ii) above-ground surface water collection, retention and distribution facilities;

(iii) as may be required by governmental agencies having jurisdiction over the Project;

(iv) as may be required by the provider of such service; and

(v) fire hydrants.

(c) At least twenty (20) days prior to any installation, maintenance, connection, repair, relocation or removal of Utility Lines located on another Owner's Tract pursuant to the easement granted herein (except in an emergency, the work may be initiated with reasonable notice), the grantee shall first provide the grantor with a written statement describing the need for such work, shall identify the proposed location of the Utility Line, the nature of the service to be provided, the anticipated commencement and completion dates for the work and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 8.2.



(d) The initial location of any Utility Line shall be subject to the prior written approval of the Owner whose Common Area is to be burdened thereby, such approval not to be unreasonably withheld or delayed. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet (5') on each side of the centerline if the easement is granted to a private party or to an Owner. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area or with the normal operation of any business in the Project. 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 within 30 days after the date of completion of construction of the easement facilities. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such Utility Line.

(e) The grantee of any Separate Utility Line shall indemnify the grantor from all Claims arising out of or resulting from the installation, maintenance and operation of the Utility Line. If the Owners elect to install Common Utility Lines, all repair, maintenance, replacement and other work thereon shall be performed by the maintenance director pursuant to Section 6.2 as part of Common Area maintenance.

(f) The grantor shall have the right to relocate a Utility Line upon twenty (20) days' prior written notice, provided that such relocation:

(i) shall not be commenced during the months of October, November or December;

(ii) shall not interfere with or diminish the utility service to the grantee during the grantee's business hours; and if an electrical line/computer line is being relocated, then the grantor and grantee shall coordinate such interruption to eliminate any detrimental effects to the extent reasonably possible;

(iii) shall not reduce or unreasonably impair the usefulness, capacity or function of such Utility Line;

(iv) shall be performed without cost or expense to grantee;

(v) shall be completed using materials and design standards which equal or exceed those originally used; and

(vi) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey to the affected Owners, shall be performed at the grantor's expense and shall be accomplished as soon as possible following completion of such relocation.



(g) Subject to the provisions of Section 14.3 hereof, the terms and provisions of this Section 3.3 shall survive the expiration or earlier termination of this Agreement.

3.4 **Signs.** Each Owner, as grantor, hereby grants to each other Owner, as grantee, for the benefit of each Tract belonging to the other Owners, a perpetual, non-exclusive easement under, through and across the Common Area of the grantor's Tract(s) for the installation, operation, maintenance, repair and replacement of the freestanding signs referred to in Section 4.3 of this Agreement and all Utility Lines appurtenant thereto. No signage (temporary or otherwise, including, but not limited to, an electronic marquee) with respect to Persons who are not Owners or Occupants shall be permitted on any Project Pylon Signs located in or upon the Project. Subject to the provisions of Section 14.3 hereof, the terms and provisions of this Section 3.4 shall survive the expiration or earlier termination of this Agreement. The easement granted in this Section 3.4 shall not encumber, benefit or otherwise apply to the Mike & Dink Tract.

3.5 **Permanent Drive.** Unless otherwise approved in writing by the Approving Owners, which approval may be withheld in each Approving Owner's sole and absolute discretion, those certain accessways shown on the Site Plan as "Permanent Drive(s)" including, without limitation, the curb cuts on such accessways, shall not be altered or modified. Subject to the provisions of Section 14.3 hereof, the terms and provisions of Section 3.1, insofar as they apply to the Permanent Drives, shall be perpetual and shall survive the expiration or earlier termination of this Agreement.

3.6 **Storm Drainage and Detention Easements.** Each Owner hereby grants and conveys to each other Owner owning an adjacent Tract the perpetual right and easement to discharge surface storm water drainage and/or runoff from the grantee's Tract over, upon and across the Common Area of the grantor's Tract, upon the following conditions and terms: (i) the Common Area grades and the surface water drainage/retention system for the Project shall be initially constructed in strict conformance with grading, drainage and utility plans for the Project approved by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), and (ii) no Owner shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Tract if such alteration would materially increase the flow of surface water onto an adjacent Tract either in the aggregate or by directing the flow of surface water to a limited area. All surface water collection, retention and distribution facilities shall be deemed a Utility Line. All drains, gutters, downspouts, berms, swales, and other drainage facilities and systems (collectively, "Systems") shall be maintained by each Owner, with respect to the portion of each such System located upon an Owner's Tract, in a neat, orderly, safe and sanitary condition, and in such a manner as to facilitate the orderly discharge of water by means thereof, unless the Owners elect to install Common Utility Lines pursuant to Section 3.3(e) above, in which event all repair, maintenance, replacement and other work thereon shall be performed by the maintenance director pursuant to Section 6.2 as part of Common Area maintenance. Subject to the provisions of Section 14.3 hereof, the terms and provisions of this Section 3.6 shall survive the expiration or earlier termination of this Agreement.

3.7 **Pedestrian Access Easements.** Developer and Kohl's each grant and convey to each other for the use of the other and for the use of the other's Permittees, a nonexclusive, perpetual easement for the passage and accommodation of pedestrians over and across that portion of the Developer Tract identified on the Site Plan as the "Pedestrian Access Area". Such



Pedestrian Access Area easement shall be the greater of either eight (8) feet in width (measured perpendicular to the boundary line of the Kohl's Tract), or such width as is necessary to fulfill applicable legal requirements from time to time in effect, including those under any life safety, or fire or building code applicable to building exits. Kohl's shall have the right to construct, install, maintain, repair and replace steps and/or a hard surface within the Pedestrian Access Area. Developer covenants and agrees not to construct or place, nor permit to be constructed or placed, any building or structure on the Pedestrian Access Area. The foregoing easements, together with the specified covenant and agreement regarding use, shall be appurtenant to and for the benefit of each of the Kohl's Tract and the Developer's Tract, and shall be binding on, enforceable against and burden the Kohl's Tract and the Developer Tract, and shall continue in effect for the term of this Agreement and thereafter for so long as the Building on the Kohl's Tract uses the Pedestrian Access Area for the foregoing purposes (including a reasonable period of time to permit reconstruction or replacement of such Building if the same is destroyed, damaged or demolished). Subject to the provisions of Section 14.3 hereof, the terms and provisions of this Section 3.7 shall survive the expiration or earlier termination of this Agreement.

3.8 Building Encroachments.

(a) In order to accommodate any Building improvements which *inadvertently* may be constructed beyond a Tract's boundary line, each Owner grants to each Owner owning an adjacent Tract an easement, not to exceed a maximum lateral distance of six inches (6"), in, to, over, under and across that portion of the grantor's Tract adjacent to such common boundary line for the maintenance and replacement of such encroaching Building improvements. The foregoing easement grants shall not diminish or waive any right of an Owner to recover damages resulting from the constructing Owner's failure to construct its Building within its Tract

(b) The easements in each instance shall (i) continue in effect for the term of this Agreement and thereafter for so long as the Building using the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished); and (ii) include the reasonable right of access necessary to exercise and enjoy such grant upon terms and with the limitations described in Section 2.5.

(c) With respect to Buildings constructed along the common boundary line between Tracts, nothing herein shall be deemed to create or establish:

(i) a "common" or "party" wall to be shared with the adjacent Building; or

(ii) the right for a Building to receive support from or apply pressure to the adjacent Building.

(d) The easements granted in this Section 3.8 shall not encumber, benefit or otherwise apply to the Mike & Dink Tract.



3.9 **Dedication to Public Entities.** Without the prior written consent of the Approving Owners, which consent may be granted or withheld in the sole and absolute discretion of each Approving Owner, no Owner shall grant any easement for the benefit of any property not within the Project; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner on its Tract to governmental or quasi-governmental authorities or to public utilities.

3.10 **No Merger.** Notwithstanding an Owner's ownership of more than one Tract, the easements granted hereunder shall burden and benefit each Tract individually, without merger as a result of such common ownership, and upon conveyance of a Tract so that such Tract ceases to be under common ownership, neither the Owner conveying said Tract nor the Owner acquiring said Tract shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Agreement is recorded in the office of the recorder of the county in which the Project is located.

ARTICLE 4

OPERATION OF COMMON AREA

4.1 Parking Requirements.

(a) There shall be no charge for parking in the Common Area without the prior written consent of the Approving Owners or unless otherwise required by law. Except as provided in Article 15 below, the parking area on the Kohl's Tract, the RRL Tract and on each separate Tract comprising the Developer Tract shall contain sufficient ground level parking spaces, without reliance on parking spaces that may be available on another Tract (exclusive of parking spaces used for cart corrals and/or recycle centers), in order to comply with the greater of Governmental Regulations or the following minimum requirements:

(i) five (5) parking spaces for each thousand (1,000) square feet of Floor Area, exclusive of Restaurant parking requirements set forth below;

(ii) if a business use contains a drive-up or drive-through unit (such as a remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles (exclusive of any drive-aisle) for each drive-up unit; and

(iii) ten (10) parking spaces for each thousand (1,000) square feet of Floor Area for each single Restaurant.

(b) If an Owner or Occupant operates a Restaurant incidentally to its primary business purpose, then so long as such incidental operation continues, the portion of the Floor Area occupied by such Restaurant shall be excluded from the application of subsection (iii) above. For purposes of this clause only, a Restaurant shall be an "incidental operation" if it occupies less than seven percent of the Occupant's Floor Area and does not have a separate customer entry/exit door to the outside of the Building. If



an Occupant uses Floor Area for both Restaurant and retail purposes, and such Restaurant purpose is not an "incidental operation", only the portion of Floor Area allocated for Restaurant purposes shall be subject to the application of subsection (iii) above.

(c) Subject to applicable Governmental Regulations, all parking spaces within the Project (except handicap spaces) shall be not less than nine and feet (9') in width.

(d) If a condemnation of part of a Tract or sale or transfer in lieu thereof reduces the number of usable parking spaces below that which is required in this Section 4.1, the Owner whose Tract is so affected shall use commercially reasonable efforts (including, without limitation, using proceeds from the condemnation award or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth in this Section 4.1. If such compliance is not possible, the Owner whose Tract is so affected shall not be deemed in default hereunder, but such Owner shall not be permitted to expand the amount of Floor Area located upon its Tract. If such Floor Area is thereafter reduced other than by casualty, the Floor Area on such Tract may not subsequently be increased unless the parking requirement is satisfied.

4.2 **Employee Parking.** Each Owner shall use commercially reasonable efforts to cause the employees of the Occupants of its Tract to park their vehicles only on such Tract.

4.3 **Occupant Signs.**

(a) No freestanding sign shall be permitted within the Project unless constructed in areas designated on the Site Plan and in accordance with the sign criteria attached hereto as Exhibit D ("Sign Criteria"). Unless otherwise provided in the Sign Criteria, only one such sign may be located in each designated area. The freestanding signs at the Project shall be used as permitted in the Sign Criteria.

(b) To the extent such signs are permitted by applicable Governmental Regulations, the Project Pylon Sign(s) shall display the designation of Kohl's in the position identified in the Sign Criteria, the name of the Project and other businesses in the Project. The cost of constructing, installing, maintaining, insuring, repairing and replacing the Project Pylon Sign(s) structure (including electrical hookup to a common meter) shall first be paid by the Developer, who shall then be reimbursed for such costs by the Owners of all Tracts and/or Occupants entitled to display designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon within thirty (30) days following receipt of reasonable evidence of such costs. Each Person displaying a designation on a Project Pylon Sign shall supply and maintain its own sign fascia and can, which design shall be subject to all applicable Governmental Regulations and the Sign Criteria. The initial design of the Project Pylon Sign structures shall be as set forth in the Sign Criteria. Any change to the initial design of any Project Pylon Sign structure shall be subject to the prior written approval of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract). Once constructed, the Project Pylon Signs may not be taken down, altered or modified without the prior written approval of the Approving Owners (other than the Approving Owner for the Mike &



Dink Tract). Landlord shall have the right to place the name of the Project on each side above all tenant panels. The Owner of the Kohl's Tract shall have the right, at such Owner's sole cost and expense, to place and maintain Kohl's identification sign panels in the locations identified in the Sign Criteria; provided, however, in the event the "casino" to be located to the east of the Project obtains all of the governmental approvals necessary to construct a separate freestanding sign located at the corner of Topsy and U.S. Highway 395, the Owner of the Kohl's Tract shall have the right to locate its identification panel, in the first (1st) tenant position on the Landlord's freestanding sign(s) located at the corner of Topsy and U.S. Highway 395, as provided in the Sign Criteria.

(c) Any Occupant may have only one (1) identification sign placed on the front exterior of the Building it occupies and one on the rear exterior of the Building it occupies; provided, however, that if the space occupied by any such Occupant is located at a corner of a Building or is the entire Building, then such Occupant may have one (1) identification sign on each of three (3) sides of the Building. Any Occupant occupying a freestanding Building shall have the right to display exterior signage on all four (4) sides of such Building. Any Occupant occupying at least ten thousand (10,000) square feet of Floor Area can have more than one exterior sign on its front elevation so long as such exterior sign(s) comply with the Sign Criteria and applicable Governmental Regulations. Notwithstanding anything to the contrary contained herein, in no event shall the foregoing restrictions in this Section 4.3(c) be applicable to the Kohl's Tract. No Occupant identification sign attached to the exterior of a Building shall violate any Governmental Regulations or restriction on identification signs set forth in the Sign Criteria, including any restriction upon the location of any such sign or the manner in which such sign is installed upon or attached to such Building.

(d) No identification sign attached to the exterior of a Building shall be:

(i) Placed on canopy roofs extending above the Building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted.

(ii) Placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; and provided further that the foregoing restriction shall not prevent one so-called "nostalgic" neon sign from being displayed in the Project so long as such sign complies with the Sign Criteria and Governmental Regulations.

(iii) Painted on the surface of any Building.

(iv) Flashing, moving or audible; provided, however, that such restriction shall not prohibit the "Landmark Sign" (as same is designated on the Site Plan) from being moving, flashing or audible; and provided further that the foregoing restriction shall not prevent one so-called "nostalgic" neon sign from being displayed in the Project so long as such sign complies with the Sign Criteria and Governmental Regulations.



(v) Made using exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; provided, however that one so-called "nostalgic" neon sign shall be permitted in the Project so long as such sign complies with the Sign Criteria and Governmental Regulations.

(vi) Made of paper or cardboard, or be temporary in nature (exclusive of contractor signs), or be a sticker or decal; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space of a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar items of information.

(e) Notwithstanding anything contained herein to the contrary, each Owner shall be permitted to place within the Common Area located on its Tract the temporary display of leasing information and the temporary erection of one (1) sign identifying each contractor working on a construction job on its Tract. Each Owner shall have the obligation to operate, maintain and repair, in a clean, sightly and safe condition, all signs, including components thereof, located upon its Tract pursuant to the provisions hereof.

(f) Exclusive of signs permitted by this Section 4.3 or by the Sign Criteria, no other form of exterior expressions, including, but not limited to, pennants, pictures, notices, flags, seasonal decorations, writings, lettering, designs or graphics, shall be placed on or attached to the exterior of any Building; provided, however, that the Occupant of the Anchor B Tract shall be permitted to display flags on a flag pole, provided such flag is maintained and displayed in a first-class manner and such flag pole is located immediately adjacent to such Building.

(g) Notwithstanding anything to the contrary contained herein, in no event shall the foregoing restrictions set forth in this Section 4.3 be applicable to the Mike & Dink Tract.

4.4 Protection of Common Area. Each Owner and Occupant shall have the right to take such steps as it deems necessary to prevent those Persons not authorized by this Agreement to use the Common Area from using the Common Area for ingress, egress, parking or any other purpose. Subject to Governmental Regulations, such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Project except along the common boundary line of any Tract with any other Tract; provided, however, that any impairment of vehicular access to or from the Project, or any part thereof, shall require the Approving Owners' (other than the Approving Owner for the Mike & Dink Tract) prior written approval, which may be withheld in such Approving Owners' (other than the Approving Owner for the Mike & Dink Tract) sole and absolute discretion.

4.5 Changes to Common Area.

(a) Except as expressly permitted by this Agreement, no Improvements shall be placed in the Common Area and no changes shall be made to the Improvements constructed in Common Area without the approval of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), except that each Owner hereby



reserves the right, from time to time without obtaining the consent or approval of any other Owner, to make at its own expense any insignificant change, modification or alteration in the portion of the Common Area situated on its Tract, provided that:

(i) the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Project) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan;

(ii) there shall be maintained at all times within such Common Area, a sufficient number of vehicular parking spaces to meet the parking requirements set forth in Section 4.1;

(iii) all Governmental Regulations applicable to such modifications shall be satisfied by the Owner performing the same; and such action shall not result in any other Owner being in violation of any Governmental Regulations;

(iv) no change shall be made in the access points between the Common Area and the adjacent public streets; provided, however, that additional access points may be created with the approval of the Approving Owners, which approval shall not be unreasonably withheld;

(v) at least 30 days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) copies of the plans therefor; and

(vi) such work shall not be performed during the months of November and December.

The provisions of this Section 4.5 do not apply to any changes, modifications or alterations of Common Area located within Building Areas which result from or arise out of the construction, expansion or maintenance of Buildings. Furthermore, the provisions of this Section 4.5 do not apply to any changes, modifications or alterations of Common Area made in connection with emergency repairs or required by Governmental Regulations.

(b) An Approving Owner (other than the Approving Owner for the Mike & Dink Tract) may withhold its consent to any material change to the entrances or exits to or from the Project in its sole and absolute discretion. Except as otherwise provided herein and in paragraph (c) below, an Approving Owner shall not unreasonably withhold, condition or delay its consent to changes in the Common Area improvements provided that the parking complies in all respects with Section 4.1. Nothing in this Section 4.5 shall be interpreted to require the Approving Owners' approval to (i) the construction, alteration or relocation of any Service Areas to the extent that they are located, and do not impede access, to the rear or sides of Buildings, or (ii) any changes, modifications or alterations of Common Area located within Building Areas which result from or arise out of the construction, expansion or maintenance of Buildings, (iii) any changes,



modifications or alterations of Common Area made in connection with emergency repairs or required by Governmental Regulations; (iv) any changes, modifications or alterations of the Common Area located on the Mike & Dink Tract.

(c) Within the area marked on the Site Plan as "Kohl's Protected Area", an Owner (other than the Owner of the Kohl's Tract) may not, without the Owner of the Kohl's Tract's prior written consent, which may be granted or withheld in the Owner of the Kohl's Tract's sole and absolute discretion, (i) alter the location, height or size of any Building or other Improvement, including Common Area Improvements such as accessways in, to or out of the Project, or (ii) change the number, location or layout of parking spaces (it being acknowledged by the Owners that such parking must comply in all respects with Section 4.1); provided, however, that the foregoing shall not apply to changes to the Kohl's Protected Area resulting from emergency repairs or to the extent required by Governmental Regulations.

ARTICLE 5

RESTRICTIONS ON USE

5.1 Land Restrictions.

(a) The Project shall be used only for retail sales, offices, Restaurants or other commercial purposes. No use shall be permitted in the Project (or any portion thereof) which is inconsistent with the operation of a first-class retail shopping center within the Carson City metropolitan area. Without limiting the generality of the foregoing, the following uses shall not be permitted on the Developer Tract, the RRL Tract or the Mike & Dink Tract without the prior written consent of the Approving Owners (which consent may be granted or withheld in the sole and absolute discretion of the Approving Owners):

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building (except that this provision shall not prohibit normal cooking odors which are associated with the operation of a Restaurant or quick-service or fast-food operation or odors which are associated with a first class hair salon operation);

(ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; provided, however, this prohibition shall not limit, restrict or prohibit the operation of first-class micro-brewery or winery;

(iii) Any "second hand" store or "surplus" store, thrift shop or other business principally engaged in the sale of used merchandise; provided that the foregoing shall not prevent the operation of a "Play It Again Sports";

(iv) Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);



(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);

(vi) Any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (except that a "going out of business sale" may be conducted provided that there is no direct advertising of any such sale upon the premises of the applicable Occupant);

(vii) Any central laundry, central dry cleaning plant or laundromat (except that this provision shall not prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in first-class shopping centers); provided, however that the foregoing restriction shall not prevent a laundry, pick-up and drop-off dry cleaning facility or laundromat (but not a dry cleaning plant) from being operated in connection with a hotel, residential facility, and/or living quarters located on the Mike & Dink Tract so long as such use complies with applicable Governmental Regulations.

(viii) Any service station or automobile, truck, trailer or recreational vehicles sales, leasing, display, body shop or repair operation; provided, however, that this restriction shall not prevent the sale of new vehicles from the Mike & Dink Tract so long as any such use is located at least two hundred (200) feet from the Kohl's Tract; and further provided that this restriction shall not be applicable to the retailer operating under the name "Sportsman's Warehouse" or "The Sports Authority", which retailer shall be permitted to sell, lease and display utility trailers and recreational vehicles); and further provided that this restriction shall not prevent a service station on the Pad Tract and/or on the Mike & Dink Tract;

(ix) Any bowling alley or skating rink; provided, however, this restriction shall not apply to the Mike & Dink Tract;

(x) Any movie theater, night club or live performance theater; provided, however, this restriction shall not apply to the Mike & Dink Tract so long as any such use is located at least one hundred fifty (150) feet from the Kohl's Tract;

(xi) Any living quarters, sleeping apartments or lodging rooms; provided, however, this prohibition shall not limit, restrict or prohibit any such uses on the Mike & Dink Tract, so long as such use is located at least hundred fifty (150) feet from the Kohl's Tract;

(xii) Any veterinary hospital or animal raising facility (except that this prohibition shall not prohibit pet shops or pet supply superstores and veterinary services which are incidental thereto or one veterinary office not to exceed 2,500 square feet of Floor Area);

(xiii) Any mortuary, funeral home or crematory;



(xiv) Any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a bookstore, video store or other retailer (such as an electronics retailer) which carries a broad inventory of books or videos and other materials directed towards the interest of the general public [as opposed to a specific segment thereof]);

(xv) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business; provided, however, this prohibition shall not limit, restrict or prohibit the operation of first-class micro-brewery Restaurants, such as BJ's, Rock Bottom, Granite City as operated as of the date of this Agreement, so long as such use is located at least one hundred fifty (150) feet from the Kohl's Tract;

(xvi) Any health spa, fitness center or athletic facility which occupies more than five thousand (5,000) square feet of Floor Area (except that this provision shall not prohibit the operation of a day spa or a retail operation that contains a day spa as an incidental use of such retail operation [e.g. Ulta]); and, provided, further, however, a health spa, fitness center or workout facility of any size shall be permitted on the Mike & Dink Tract.

(xvii) Any flea market, amusement or video arcade, pool or billiard hall, car wash, tattoo parlor or dance hall (except that this provision shall not prohibit a Restaurant from including six [6] or fewer video games (not including any video poker or similar video gambling machines, which machines shall be subject to the restrictions set forth in Section 5.1(a)(xxi) below) or pool tables as an incidental use to its operations or prohibit a service station from having a car wash as an incidental use to its operations); provided, however, this restriction shall not apply to the Mike & Dink Tract or to the Pad Tract;

(xviii) Any training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms (except this provision shall not prohibit any book "readings" from being conducted within a bookstore operation as an incidental use of such bookstore operation), places of instruction or other operations catering primarily to students or trainees rather than to customers in any part of the Project (except that this provision shall not prohibit on-site employee training [whether for employment at the Project or at another business location of such Occupant] by an Occupant incidental to the conduct of its business anywhere within the Project or on-site training, instruction or classes offered as an incidental use of a retail operation anywhere in the Project, provided that such training, instruction or classes are related to the products offered by such retail operation [e.g. a retail operation selling computers or computer software may offer demonstrations or classes to teach individuals how to use such products or a retail operation that sells kitchenware may offer cooking classes]);



(xix) Any church, school, day care center or related religious or educational facility or religious reading room (except this provision shall not prohibit the operation of a day care center of no more than ten thousand (10,000) square feet of Floor Area on the Mike & Dink Tract or a tutorial operation [e.g. Score!] at the Project);

(xx) Any massage parlor (except that this provision shall not prohibit massages in connection with a beauty salon, day spa, medical facility, health club or athletic facility); and

(xxi) Any casino or other gambling facility or operation, including but not limited to, off track or sports betting parlors, table games such as black jack or poker, slot machines, video gambling machines and similar devices, and bingo halls (except that this provision shall not prohibit government-sponsored gambling activities or charitable gambling activities if such activities are incidental to the business operation conducted by the Occupant); provided, however, that the foregoing restrictions shall not: (1) prohibit such gambling and/or betting activities if such activities are incidental to the business operations of an Occupant of the Pad Tract or the Anchor B Tract, (2) prohibit such gambling and/or betting activities if such activities are incidental to the business operations of an Occupant of the RRL Tract and such incidental use is approved in advance by the Approving Owners, which approval may be granted or withheld in the sole and absolute discretion of the Approving Owners, and (3) apply to the Mike & Dink Tract; provided, however, in all events such use shall be located at least one hundred fifty (150) feet from the Kohl's Tract.

(b) As used in this Agreement, "Retail Office" shall mean an office which provides services directly to consumers (i.e., financial institutions, real estate agencies, stock brokerages, title company and escrow offices, travel and insurance agencies, and medical, dental and legal clinics). The term "General Office" shall mean office use which does not provide services directly to consumers. Without the prior written consent of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) (which consent may be granted or withheld in the sole and absolute discretion of the Approving Owners), the following restrictions shall apply:

(i) not more than twenty percent (20%) of the total Floor Area on the Developer Tract or the RRL Tract may be used for Retail Offices and General Offices (subject to clause (iii) below);

(ii) no Retail Office Occupant shall occupy more than nine thousand (9,000) square feet of Floor Area; and

(iii) the incidental use of general office space (including for a leasing and/or administrative office for the Project) shall not be considered General Office use for the purpose of this Section 5.1(b).



Notwithstanding anything to the contrary set forth herein, the provisions set forth in Section 5.1(b) shall not apply to the Pad Tract or the Mike & Dink Tract.

(c) Without the prior written consent of the Approving Owners, the following shall not be allowed to operate in the Land or Common Area, except as otherwise permitted in this Agreement: traveling carnivals, fairs, auctions, shows, booths for the sale of fireworks, sales by transient merchants using vehicles or booths and other promotions of any nature. The foregoing restriction shall not prohibit any temporary fairs, auctions, shows, kiosks or booths to the extent same are incidental to a mixed use development and are operated in a neat, clean, orderly and first class manner ("Permitted Temporary Events"); provided, however, in all events any such Permitted Temporary Event shall be located at least one hundred fifty (150) feet from the Kohl's Tract and further provided that in no event shall a carnival be considered a Permitted Temporary Event. Any Permitted Temporary Events on the RRL Tract or the Developer Tract shall occur a maximum of four (4) times in any calendar year, and each event shall be limited to a maximum duration of seven (7) consecutive days. Any Permitted Temporary Events on the Mike & Dink Tract shall occur a maximum of seven (7) times in any calendar year, and each event shall be limited to a maximum duration of fourteen (14) consecutive days.

Except as otherwise permitted in this Agreement, if unauthorized Persons, including without limitation tenants or invitees of tenants occupying Buildings now or at any future time located in the Project, use the parking area for other than temporary parking by customers while shopping in the Project without the prior written consent of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), Developer shall, upon written request by Kohl's, take whatever action as shall be necessary to prevent said unauthorized use.

(d) The following restrictions shall apply to the Developer Tract, the RRL Tract and the Mike & Dink Tract:

(i) No portion of the Developer Tract, the RRL Tract or the Mike & Dink Tract shall be used for any business consisting of more than 50,000 square feet of Floor Area of which more than 35% of the Floor Area of such business is devoted to the sale of apparel; provided, however, this restriction shall not apply to the following: a sporting goods store, any store leased to Sportsman's Warehouse (or any of its affiliates), any store leased to TJ Maxx (or any of its affiliates), a store leased to Nordstrom Rack (or any of its affiliates), or any store leased to Macy's (or any of its affiliates).

(ii) For so long as the operation on the Kohl's Tract is a Kohl's department store, no business located on the Developer Tract within two hundred fifty (250) feet of the main entrance of the Building Area on the Kohl's Tract shall be allowed to conduct gaming activities.

For purposes of clause (i) above, one-half of the aisle space adjacent to any shelving or display case used for the display of apparel shall be included in calculating Floor Area.



The restriction set forth in clause (i) above shall automatically and permanently terminate without notice if (1) Kohl's fails to operate its business for the use covered by the exclusive on the Kohl's Tract for eighteen (18) consecutive months on the Kohl's Tract or in another location with a front door within five miles of the front door of the Building on the Kohl's Tract, excepting closures for reasonable periods of time for holidays, remodeling, closures due to rebuilding and repair after casualty and closures due to force majeure which prevent Kohl's from operating its business, or (2) Kohl's no longer has an interest in the Shopping Center as an owner or lessee.

(e) No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Tracts, nor shall oil wells, tanks, tunnels, or mineral excavation or shafts be permitted upon the surface of any portion of the Tracts, or within five hundred feet (500') below the surface of any of the Tracts. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected, maintained or permitted on any portion of the Land. The provisions of this Section 5.1(e) shall not be applicable to the Landmark Sign (as same is depicted on the Site Plan).

(f) No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on the sidewalks in front of or alongside the Buildings or within the remainder of the Common Area without the prior written approval of the Approving Owners, which approval may be granted or withheld in their sole and absolute discretion; provided, however, sidewalk displays and sales of merchandise, including without limitation, food sales and food bars on the sidewalks of the Project shall be permitted; provided, however, such displays and sales of merchandise shall be subject to the following restrictions:

- (i) all such displays must be conducted upon the sidewalk areas;
- (ii) the Occupants conducting such displays and sales must conduct similar displays and sales in the ordinary course of business at their other locations, if any;
- (iii) such displays and sales shall not unreasonably interfere with the pedestrian traffic upon the sidewalk areas;
- (iv) all such displays or sales shall be maintained in a neat, clean and orderly condition;
- (v) there shall be no exterior signs or banners relating solely to such displays or sales except for normal and customary signs identifying goods and prices and except for temporary promotional signs or banners which are professionally prepared;
- (vi) all displays and sales shall be conducted on the sidewalk contiguous to the Occupant's premises and in compliance with all applicable Governmental Regulations;



(vii) no items displayed on the Developer Tract shall be closer than seventy-five feet (75) from the Kohl's Tract;

(viii) such displays and sales shall be primarily seasonal in nature or general merchandise;

(ix) there shall be no displays of sheds, portable buildings, playground equipment or yard equipment;

(x) no such display shall include any commodity building material such as, without limitation, sand, gravel, lumber, or related similar items;

(xi) such displayed items shall not occupy more than seventy-five percent (75%) of the linear frontage of the sidewalk adjoining the Building of such Occupant and more than sixty percent (60%) percent of the depth of such sidewalk;

(xii) such displays and sales shall not be permitted to be conducted more than two (2) times a year nor for more than five (5) days at a time;

(xiii) all merchandise shall be moved indoors during non-business hours; and

(xiv) such displays and sales shall not be permitted in the two-week period immediately preceding Easter Sunday or during the months of October, November and December.

Notwithstanding the foregoing, the restrictions set forth in (vii) through (viii) and (xi) through (xii) and (xiv) inclusive, above, shall not apply to the Kohl's Tract.

(g) The provisions of Section 5.1(f) hereof shall not be applicable to the following:

(i) the temporary storage of shopping carts in cart corrals;

(ii) any recycling center required by law, the location of which shall be subject to the approval of the Approving Owners (other than the Approving Owner for the Mike & Dink Tract);

(iii) trash enclosures designated on the plans approved by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract);

(iv) the installation of an "ATM" banking facility within an exterior wall of a bank or credit union;

(v) the placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;



(vi) any area designated as "Outdoor Seating Areas" on the Site Plan;
and

(vii) the retailer operating under the name "Sportsman's Warehouse" or "The Sports Authority" within the area designated on the Site Plan in the Anchor B Tract; and

(viii) the Pad Tract or the Mike & Dink Tract.

(h) The name "Kohl's" shall not be used to identify the Project or any business or trade conducted on Land other than the Kohl's Tract. Until the Approving Owners (except for the Approving Owner for the Mike & Dink Tract) agree upon a name change, the Project shall be called Riverwood.

(i) This Agreement is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate, or cause to be operated a business or any particular business in the Project or on any Tract.

5.2 Proprietary Rights of Kohl's. Any Owner, Occupant, or Person owning, leasing or otherwise making use of any portion of the Land shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) used by Kohl's in connection with the Project or the conduct of its business thereat are registered and/or the proprietary property of Kohl's or its affiliates, (ii) except as provided herein, no usage of those marks or names will be made in naming or referring to any activity within or without the Project, and (iii) no usage of such marks or names shall be made without the prior written consent of Kohl's and Kohl's legal counsel. Kohl's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Kohl's and to charge a fee or royalty therefor. Notwithstanding anything to contrary contained herein, Kohl's hereby grants Developer the right to identify Kohl's on its website for the Project and/or the Land and in leasing information provided to prospective tenants of the Project and/or Land, but Kohl's will be removed if Kohl's has no interest in the Project as an owner or a lessee.

5.3 Hazardous Materials. No Owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Tract, or the Land, except as commonly displayed, offered, sold or used in the ordinary course of the usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Owner shall indemnify, defend, protect and hold harmless the other Owners from and against all Claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Owner, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "Environmental Laws" shall mean all Governmental Regulations which relate to or deal with human health or the environment, all as may be amended from time to time.



ARTICLE 6

MAINTENANCE STANDARDS

6.1 **Maintenance Obligations.** Subject to the maintenance director provision set forth in Section 6.2, each Owner shall maintain, or cause to be maintained, the Common Area on its Tract in a safe and attractive condition and in a good state of repair. Any unimproved and undisturbed Common Area may be left in its natural state (i.e., covered with high desert sage brush), and any unimproved but disturbed Common Area shall be mowed and kept litter-free. The minimum standard of maintenance for the improved Common Area shall be comparable to the standard of maintenance followed in other first-class retail developments of comparable size in the metropolitan area in which the Project is located; notwithstanding the foregoing, however, the Common Area shall be operated, maintained and repaired in compliance with all applicable Governmental Regulations and with the provisions of this Agreement. All Common Area improvements shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integration of the Project as a whole. The maintenance and repair obligation shall include, but shall not be limited to, the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;

(b) Periodically removing all papers, debris, filth, refuse, ice and snow, including periodic vacuuming and broom sweeping to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All sweeping shall be performed at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the Common Area by the Permittees. Snow shall be plowed as soon as a two-inch accumulation occurs and replowed as necessary to maintain less than a two-inch accumulation at all times; upon cessation of the snowfall, the Common Area shall be plowed to the paved surface;

(c) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional signs, markers, striping and pedestrian crossings upon or within the Common Area;

(d) Maintaining, repairing and replacing, when necessary, traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking", in good repair and condition;

(e) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Owner shall maintain and provide electricity to all lighting fixtures attached to its respective Building(s) at its sole cost and expense. Service Area lighting and exterior



building lighting, including any associated with a canopy or other architectural features forming a part of such Building, shall not be considered to be a Common Area improvement, but instead the maintenance and replacement of such fixtures, and the cost of illumination, shall be the obligation of the Owner upon whose Tract such fixtures are located;

(f) Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary, including those adjacent to the exterior walls of Buildings. Maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings. Modifying irrigation system to satisfy governmental water allocation or emergency requirements. If landscaping additions/modifications are required as a result of a Building addition, expansion or remodel, or if perimeter landscaping around a Building is damaged by reason of the Occupant of the Building failing to operate its landscape irrigation system, then the installation, replacement and maintenance of such landscaping shall be performed solely by such Occupant and shall not be included within the maintenance of the Common Area;

(g) Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades constructed pursuant to Section 4.4 above);

(h) Maintaining, repairing and replacing, when necessary, all Common Utility Lines;

(i) Performing itself or contracting with a competent third party or parties to perform any of the services described herein;

(j) Maintaining commercial general liability insurance as set forth in Article 8 hereof;

(k) Supervising traffic at entrances and exits to the Project and within the Project if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow; and

(l) Keeping the Common Area and all Common Utility Lines free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Agreement.

(m) Maintaining, cleaning, repairing and replacing all sidewalks, including those adjacent and contiguous to Buildings located within the Project. Sidewalks shall be cleaned at least monthly and shall be swept at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area.

(n) If and only to the extent reasonably approved by the Approving Owners, providing security services for the Common Area.



Notwithstanding anything contained herein to the contrary, each Owner shall maintain and repair in a clean, safe and sightly condition, at its sole cost, any exterior shipping/receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area located on its Tract.

6.2 **Maintenance Director.** Subject to the mutual agreement of the Owners, a third party may be appointed as an agent of the Owners to maintain the Common Area in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all Owners to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Area.

ARTICLE 7

LIGHTING

7.1 **General Requirements.** The lighting system shall be designed in accordance with Governmental Regulations. After completion of the Common Area lighting system on its Tract, each Owner hereby covenants and agrees to keep its Tract fully illuminated each day from dusk to at least 10:30 p.m. (8:30 p.m. on Sundays) unless the Approving Owners (other than the Approving Owner for the Mike & Dink Tract) agree upon a different time. Each Owner shall keep any exterior Building security lights illuminated from dusk until dawn. During the term of this Agreement, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tracts. Unless otherwise approved in writing by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), the lighting system shall use a lamp source of metal halide and shall be designed to produce a minimum maintained lighting intensity measured at grade at all points of at least:

- (a) five footcandles at curb in front of the entrance to any Building.
- (b) two footcandles at entry drives to the Project.
- (c) two footcandles in the general parking areas.
- (d) one footcandle at the perimeter of the parking areas.

Notwithstanding the preceding sentence, if the applicable governing authorities require a different standard of lighting, such governmental requirement shall control. Each Owner may elect to control the lighting system located on its Tract. The type and design of the Common Area light standards shall be approved by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract). The provisions of this Section 7.1 shall not apply to the Mike & Dink Tract.

7.2 **Additional Lighting.** It is recognized that one or more Occupants within the Project (each, a "Late Night User") may wish to be open for business at different hours from other businesses in the Project, and may wish to have the Common Areas illuminated beyond the hours described in Section 7.1. Each Late Night User shall have the right, upon no less than



thirty (30) days notice, to require the Owners to keep the lights in all or part of the Common Areas illuminated until such later hours as the Late Night User shall designate by notice to the Owners. If only one Occupant in the Project makes such a request for a particular date, such Occupant shall pay one hundred percent (100%) of the cost (the "Late Night Lighting Cost") of electric power for the extra hours of illumination. If other Occupants are also open for business during all or part of such extended hours, then the Late Night Lighting Costs shall be equitably allocated among such Late Night Users, as reasonably determined by the Approving Owners (other than the Approving Owner for the Mike & Dink Tract), based on the relative Floor Area of each Late Night User, and their respective hours of operation beyond the closing time. From time to time upon the Late Night User's request, each Owner shall furnish such Late Night User with such reasonable supporting information as such Late Night User may reasonably require in order to verify the Owners' manner of calculating the Late Night Lighting Costs, and the allocation of the Late Night Lighting Costs among the Late Night Users. Any request by a Late Night User for additional lighting may be withdrawn or terminated at any time, and a new request or a request for different hours of illumination may be made, upon thirty (30) days notice to the Owners. The provisions of this Section 7.2 shall not apply to the Mike & Dink Tract.

ARTICLE 8

INSURANCE AND INDEMNITY

8.1 Liability Insurance.

(a) Each Owner shall maintain or cause to be maintained (as to its Tract only) commercial general liability insurance with broad form coverage insuring against claims on account of bodily injury or death, personal and advertising injury, and property damage or destruction (i.e., exclusions for liability assumed under contract must be deleted) that may arise from, or be related to (i) the conduct of the Owner and/or Occupants, or (ii) the condition, use or occupancy of each Owner's Tract (the "Owner's Liability Insurance"). The Owner's Liability Insurance shall have a combined single limit of liability of not less than Five Million Dollars (\$5,000,000.00) in Constant Dollars for bodily injury, personal injury and property damage arising out of any one occurrence and shall be written on an "occurrence" basis form and not on a "claims made" form. The other Owners shall be "additional insureds" under the policies of the Owner's Liability Insurance as same applies to the insuring Owner's Tract.

(b) The following provisions shall apply to the Owner's Liability Insurance:

(i) the policy may not be canceled or reduced in amount or coverage below the requirements of this Agreement, without at least 30 days' prior written notice by the insurer to each insured and additional insured;

(ii) the policy shall provide for severability of interests;

(iii) the policy shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds; and



(iv) the policy shall provide for contractual liability coverage with respect to the indemnity obligations set forth in this Agreement.

(c) Each Owner agrees to furnish to any other Owner requesting same reasonable evidence that: (i) such insurance is in full force and effect; (ii) the premiums have been paid in full; and (iii) the appropriate parties are designated as additional insureds. The Owners agree that such evidence being readily available on the Internet shall be a satisfactory method of delivering such evidence.

(d) If the use of a Tract includes the sale of alcoholic beverages, the Owner's Liability Insurance shall include coverage for employer's liability, host liquor liability, liquor liability and so-called "dram shop" liability coverage with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) in Constant Dollars per occurrence. If an Owner has fuel facilities on its Tract, then such Owner shall also maintain pollution liability insurance.

8.2 Insurance Coverage During Construction.

(a) Prior to commencing any construction activities within the Project, each Owner shall obtain or require its contractor to obtain and thereafter maintain, so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

(i) Workers' compensation and employer's liability insurance:

(A) Worker's compensation insurance as required by any applicable law or regulation.

(B) Employer's liability insurance in the amount of \$1,000,000.00 in Constant Dollars each accident for bodily injury, \$1,000,000.00 in Constant Dollars policy limit for bodily injury by disease, and \$1,000,000.00 in Constant Dollars each employee for bodily injury by disease.

(ii) General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

(A) Required coverages:

(1) Premises and Operations;

(2) Products and Completed Operations;

(3) Contractual Liability insuring the indemnity obligations assumed by the contractor under the contract documents;



- (4) Broad Form Property Damage (including Completed Operations);
 - (5) Explosion, Collapse and Underground Hazards; and
 - (6) Personal Injury Liability
- (B) Minimum limits of liability:
- (1) \$2,000,000.00 in Constant Dollars per occurrence;
 - (2) \$5,000,000.00 in Constant Dollars aggregate for Products and Completed Operations (which shall be maintained for a three-year period following final completion of the work); and
 - (3) \$5,000,000.00 in Constant Dollars general aggregate applied separately to the Project.

(iii) **Automobile Liability Insurance:** Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than \$1,000,000.00 in Constant Dollars combined single limit each accident for bodily injury and property damage combined.

(iv) **Umbrella/Excess Liability Insurance:** The general contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.00 in Constant Dollars. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$10,000,000.00 in Constant Dollars.

(b) If the construction activity involves the use of another Owner's Tract, then the Owner of such other Tract shall be added as an additional insured and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement without at least 30 days' prior written notice to the insureds and each additional insured. If such insurance is canceled or expires, then the constructing Owner shall immediately stop all work on or use of the other Owner's Tract until either the required insurance is reinstated or replacement insurance obtained.

8.3 **Property Insurance.** To assure performance of their respective obligations under Section 9.2 hereof and Section 9.3 hereof, the Owners of the respective Tracts shall cause to be carried special form property insurance in an amount not less than the full insurable replacement cost (excluding footings, foundations or excavations) of all Buildings and other Improvements (including Common Area Improvements) on their respective Tracts (the "Owner's Property Insurance").



8.4 Insurance Requirements.

(a) The Owner's Liability Insurance and the Owner's Property Insurance shall be carried by an insurance company or companies qualified to do business in the State in which the Project is located with a Best's Key Rating Guide Property/Casualty (United States) rating of at least A- and a financial rating of VIII or better (or a comparable standard under an international rating system).

(b) The insurance referenced in this Article 8 may be provided under (i) an individual policy specifically covering such Owner's Tract, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, (iii) a plan of self-insurance satisfying the criteria set forth in Section 8.4(c) below, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Article 8, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000.00 in Constant Dollars unless such Owner complies with the requirements regarding self-insurance pursuant to Section 8.4(c) below.

(c) Any insurance required to be maintained by an Approving Owner may be maintained in whole or in part either under a plan of self-insurance, or from a carrier which specializes in providing coverage to or for such Approving Owner or its affiliates, or firms in the same or related businesses if such Approving Owner's tangible net worth exceeds Two Hundred Million Dollars (\$200,000,000.00) in Constant Dollars as shown in its most recent audited financial statement, or if such Approving Owner's financial statements are reported on a consolidated basis with a parent corporation, then as certified by an officer of such Approving Owner. An Approving Owner shall be permitted to have an Affiliate provide the insurance required hereunder if such Affiliate agrees in writing that its program is applicable to such Approving Owner and that it guarantees performance of such Approving Owner's insurance obligations under this Agreement; provided, however, such Affiliate may undertake the self-insurance obligation only if it satisfies the financial criteria requirement. An "Affiliate" shall mean an entity owning at least 50 percent interest in the Approving Owner.

8.5 Waiver of Subrogation. The Owners and Occupants each hereby waive any rights one may have against the other on account of any loss or damage occurring to an individual Owner or Occupant, or its respective property, either real or personal, arising from any risk generally covered by the Owner's Property Insurance, from any risk covered by standard forms of special form property insurance policies then in effect and from any risk covered by any other property insurance which is actually carried by said Owner or Occupant. Said Owners and Occupants, shall use reasonable efforts to obtain, if needed, appropriate endorsements to the Owner's Property Insurance with respect to the foregoing waiver; provided, however, that failure to obtain such endorsements shall not affect the waiver hereinabove given. In addition, said Owners and Occupants shall cause the insurance companies issuing the Owner's Property Insurance to waive any right of subrogation that said insurance companies may have



against the Owners and Occupants. It is the intent of the parties that with respect to any loss from a peril required to be covered under a policy of Owner's Property Insurance, the parties shall look solely to their respective insurance company for recovery. The foregoing waivers of subrogation shall be operative only so long as available in the state where the Project is situated, and provided further that no policy of insurance is invalidated thereby.

8.6 Indemnification by Owners. Subject to the provisions of Section 8.5 hereof regarding waiver of subrogation with respect to damage to property, each Owner shall defend, indemnify, protect and hold the other Owners and Occupants harmless for, from and against any and all Claims in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the indemnifying Owner's Tract, including an Owner's or Occupant's own negligence; (ii) occasioned wholly by any negligent or willful act or omission of the indemnifying Owner, its Occupants or their respective its agents, contractors, servants or employees; or (iii) in connection with the failure to comply with the provisions of this Agreement; except to the extent such claims are caused by the negligence or the willful act or omission of the indemnified Owner or its licensees, concessionaires, agents, servants or employees. If an Approving Owner shall, without fault, be made a party to any litigation commenced by or against the Owner or Occupants of another Tract, or if an Approving Owner shall, in its reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, the indemnifying Owner shall defend such Approving Owner and shall pay all costs, expenses and reasonable attorneys' fees and costs in connection with such litigation. An Approving Owner shall have the right to engage its own attorneys in connection with any of the provisions of this Section 8.6 or any of the provisions of this Agreement, including, but not limited to, any defense of or intervention by such Approving Owner, notwithstanding any contrary provisions of the laws or court decisions of the state in which the Project is located.

8.7 Applicability of Article 8 to Mike & Dink Tract. The insurance requirements set forth in this Article 8 shall not apply to, benefit or burden the Mike & Dink Tract.

ARTICLE 9

PROPERTY DAMAGE AND EMINENT DOMAIN

9.1 Maintenance of Buildings and Service Areas. After completion of construction, each Owner shall maintain and keep the exterior portion of the Buildings, if any, and the Service Areas, if any, located on its Tract in first-class condition and state of repair, in compliance with all applicable Governmental Regulations, and in compliance with the provisions of this Agreement. Each Owner shall store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

9.2 Utility Lines.

(a) Each Owner shall maintain and repair, or cause to be maintained and repaired, in a good state of repair and safe condition, all Separate Utility Lines used by such Owner regardless of where located unless the provider of the utility service or a public or quasi-public authority has agreed to maintain such Utility Lines. Any



maintenance, replacement and/or repair of non-dedicated Utility Lines located on another Owner's Tract shall be performed only after twenty (20) days notice to the grantor (except in an emergency the work may be initiated with reasonable notice), after normal business hours whenever possible, and in such a manner as to cause as little disturbance in the use of the grantor's Tract as is practicable under the circumstances. Any Owner performing or causing to be performed maintenance or repair work shall promptly pay all costs and expenses associated therewith, diligently complete such work as quickly as possible and promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

(b) Common Utility Lines shall be maintained, repaired and/or replaced as part of the Common Area pursuant to Article 6.

9.3 Damage to Buildings.

(a) If any of the Buildings are damaged by fire or other casualty (whether insured or not), the Owner upon whose Tract such Building is located shall, subject to Governmental Regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) such Owner shall repair or restore the Building so damaged to a condition and an architectural style existing immediately prior to the damage or destruction, such repair or restoration to be performed in accordance with all applicable provisions of this Agreement;

(ii) such Owner shall erect another Building in such location, such construction to be performed in accordance with all applicable provisions of this Agreement, including, without limitation, the approval process set forth in this Agreement; or

(iii) such Owner shall demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition satisfactory to the Approving Owners, in which event the area shall be Common Area until a replacement Building is erected.

Within 90 days from the date of the casualty, such Owner shall give notice to each other Owner of which alternative it elects.

(b) All Building Areas on which Buildings are not reconstructed following a casualty or Taking (as hereinafter defined) shall be (i) 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 Project or any portion thereof, (ii) covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by Governmental Regulations, and (iii) kept weed free and clean at the subject Owner's sole cost and expense until such time as Buildings are reconstructed thereon.



(c) During any period of rebuilding, repairing, replacement or reconstruction of a Building, the Floor Area of that Building shall be deemed to be the same as existed immediately prior to that period. Upon completion of such rebuilding, repairing, replacement or reconstruction, the Owner upon whose Tract such Building is located shall cause a new determination of Floor Area for such Building to be made in the manner described above, and such determination shall be sent to any Owner requesting the same.

9.4 **Casualty Damage to Common Area.** If any of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Agreement, the Owner upon whose Tract such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence. Except to the extent limited by Section 8.5 hereof, if such damage or destruction of Common Area is caused wholly by the negligent or willful act of another Owner, Occupant or third Person, the Owner obligated to make such repair or restoration reserves and retains the right to proceed against such other Owner or third Person for indemnity, contribution or damages. Notwithstanding anything contained herein to the contrary, the provisions set forth in this Section 9.4 shall not encumber, bind or apply to the Common Area located on the Mike & Dink Tract.

9.5 **Eminent Domain.** If the whole or any part of the Project shall be taken or damaged by right of eminent domain or any similar authority of law or any transfer in lieu thereof (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's Mortgagees or Occupants, as they may have agreed between or among themselves, and in the absence of any such agreement, as provided by law, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement, except that (i) if the taking includes improvements belonging to more than one Owner, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this Agreement, the portion of the award separately allocated to each such easement right shall be paid to the respective grantee thereof. Any Owner of a Tract which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the Tract (or portion thereof) being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken. In the event of a partial Taking, the Owner of the portion of the Project so taken shall restore the Improvements located on the Common Area of the Owner's Tract as nearly as possible to the condition existing prior to the Taking to insure the continued ingress/egress to, from and between all areas of the Project to the extent reasonably feasible, without contribution from any other Owner. Except to the extent they burden the land taken, no easement or license set forth in this Agreement shall expire or terminate based solely upon such taking.

ARTICLE 10

PAYMENT OF TAXES

10.1 Taxes and Assessments.



(a) Each Owner shall pay, or cause to be paid, prior to delinquency, all taxes and assessments with respect to its Tract, the Building and other improvements located thereon, and any personal property owned or leased by such Owner in the Project; provided, however, if the taxes or assessments or any part thereof may be paid in installments, the Owner responsible therefor may pay each such installment as and when the same becomes due and payable. Nothing contained in this section shall prevent any Owner from contesting at its cost and expense any such taxes and assessments with respect to its Tract in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

(b) If a tax parcel covers more than a single Tract, each Owner owning a Tract within the larger tax parcel shall be responsible for the payment of its proportionate share of the tax bills for the larger tax parcel on or before the due date therefor. Each Owner's proportionate share of the tax bill for the larger tax parcel shall be determined by dividing the square footage of the portion of such Owner's Tract within the larger tax parcel by the square footage of the larger tax parcel provided, however, if Buildings have been constructed on the larger tax parcel, the taxes assessed upon the Buildings shall be allocated on the basis of the Floor Area of such Buildings. At the request of any Owner owning a Tract within the larger tax parcel, the Owners owning Tracts within the larger tax parcel shall petition the appropriate governmental authority to create separate tax parcels for each of the Tracts affected thereby.

ARTICLE 11

DEFAULT

11.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Owner (the "Defaulting Owner"):

(a) The failure to make any payment required to be made under this Agreement within ten (10) days after the Defaulting Owner has received notice of its failure to make such payment on or before the due date therefor; or

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "Non-Defaulting Owner") specifying the nature of the default claimed; provided, however if such matter is not susceptible of being cured within thirty (30) days, the cure period shall be extended for a reasonable period of time provided the Defaulting Owner commences the cure within said 30-day period and thereafter diligently prosecutes the cure to completion.

Each Owner shall be responsible for the default of its Occupants.



11.2 Right to Cure.

(a) With respect to any default under Section 11.1, any Curing Owner (as hereinafter defined) shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, if an event that would become a default under Section 11.1(b) with the passage of time shall constitute an emergency condition, the Curing Owner acting in good faith, shall have the right to cure such event prior to the passage of the time period set forth in Section 11.1(b).

(b) If any Curing Owner shall cure a default, the Defaulting Owner shall reimburse the Curing Owner for all costs and expenses reasonably incurred in connection with such curative action, plus interest thereon at the Interest Rate, within ten (10) days after receipt of an invoice from such Curing Owner, together with reasonable documentation supporting the expenditures made. Furthermore, the Curing Owner shall have the right, if such invoice is not paid within said ten-day period, to record a lien on the Tract of the Defaulting Owner for the amount of the unpaid costs incurred by the Curing Owner pursuant to this Section 11.2; provided the Curing Owner provides the Defaulting Owner with written notice of such default and ten (10) days opportunity to cure same.

(c) To effectuate any such cure, a Curing Owner shall have the right to enter upon the Tract of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner.

(d) As used in this Section 11.2, the term "Curing Owner" shall refer to an Approving Owner that issued a notice of default pursuant to Section 11.1 hereof.

11.3 Remedies Cumulative.

(a) Each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person violating or attempting to violate or default upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceedings shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions.

(b) In the event of any violation or threatened violation by any Person of any of the easements, restrictions or other terms of this Agreement, any or all of the Owners and Prime Lessees of the property included within the Project shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) All of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.



(d) In all situations arising out of this Agreement, all Owners shall attempt to avoid and mitigate the damages resulting from the conduct of any other Owner. Each Owner shall take all reasonable measures to effectuate the provisions of this Agreement.

11.4 **Attorneys' Fees.** If any Owner initiates or any Person defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

ARTICLE 12

LIEN FOR EXPENSES OR TAXES

12.1 **Effectiveness of Lien.** The liens provided for in Section 11.2 above shall only be effective when filed as a claim of lien against the Defaulting Owner in the official real estate records of the County of the State in which the Project is located by the Owner making the claim. The claim of lien shall include the following:

- (a) The name of the lien claimant;
- (b) A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Owner;
- (c) An identification of the owner or reputed owner of the Tract or interest therein against which the lien is claimed;
- (d) A description of the Tract against which the lien is claimed;
- (e) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and
- (f) A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date of recordation and the recorded document number (or book and page) hereof.

The claim of lien shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed. The lien so claimed shall attach from the date a claim of a lien is recorded and may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State in which the Project is located. The Owner who recorded the claim of lien shall release the claim of lien once the costs and expenses secured by the lien have been paid in full.

12.2 **Priority of Lien.** The claim of lien, when so established against the real property described in the claim of lien, shall be prior and superior to any right, title, interest, lien or claim



which may be or has been acquired or attached to such real property after the time of filing the claim of lien, and shall be subordinate to any others. The claim of lien shall be for the use and benefit of the Person curing the default of the Owner in default.

ARTICLE 13

BINDING EFFECT

13.1 **Successors and Assigns.** This Agreement and the easements and restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, Occupants, successors and assigns, and upon any Person acquiring a Tract, or any portion thereof, or any interest therein, whether by operation of law or otherwise. The holder of the Approving Owner position shall have the right to assign such position to any other Owner owning a Tract within the Developer Tract, the RRL Tract, the Mike & Dink Tract or the Kohl's Tract, as the case may be. If an Approving Owner fails to assign its Approving Owner position at the time of the transfer of the last Tract owned by such Approving Owner, then such Approving Owner position shall automatically be deemed assigned to the Owner acquiring the last Tract owned by the transferring Approving Owner.

13.2 **Limitation on Release.**

(a) Subject to the provisions of Section 14.21, each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Project owned by it which accrue during the period of such ownership. At the time of any transfer of all or any portion of an Owner's interest in the Project, (i) the transferring Owner shall be released from the obligations of this Agreement arising subsequent to the effective date of the transfer and (ii) the transferee Owner shall assume the obligations of this Agreement arising subsequent to the effective date of the transfer for service of notices; provided however the transferring Owner shall remain liable for all obligations arising under this Agreement prior to the date of transfer.

(b) If any Owner sells all or any portion of its interest in any Tract, then the selling Owner shall execute and deliver to the Approving Owners a written statement stating the name and address of the new Owner, the effective date of the conveyance, the Tract conveyed, and, if applicable, the name of a new Owner who has taken the position of a Approving Owner as provided pursuant to the terms of this Agreement. Until the notice of transfer is given, the transferring Owner shall (for the purpose of this Agreement only) be the transferee's agent. Failure to deliver any such written statement shall not affect the running of any covenants herein with the land, nor shall such failure negate, modify or otherwise affect the liability of the new Owner pursuant to the provisions of this Agreement, but such failure shall constitute a default by conveying Owner resulting in continued liability hereunder.

(c) Nothing to the contrary contained in this Agreement shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred portion of the Project prior to receipt of the notice of the transfer or which is placed on the transferred portion of the Project after receipt of the



notice of transfer with respect to events occurring prior to the effective date of the transfer notice.

13.3 **Termination of Kohl's Lease.** Notwithstanding anything to the contrary contained herein, upon the expiration of the term of the Kohl's Lease or the earlier termination of the Kohl's Lease, the fee owner of the Kohl's Tract shall be deemed to be the Owner for the Kohl's Tract and the Approving Owner for the Kohl's Tract. The fee owner of the Kohl's Tract shall give the other Owners written notice of the expiration of the term of the Kohl's Lease or the earlier termination of the Kohl's Lease, but upon the expiration of the term of the Kohl's Lease or the earlier termination of the Kohl's Lease, Kohl's shall, irrespective of the delivery of such notice, be released and discharged from any and all obligations thereafter arising under this Agreement as Owner of the Kohl's Tract.

ARTICLE 14

MISCELLANEOUS

14.1 **Covenants Run With the Land.** The terms of this Agreement and each restriction and easement on each Tract shall be a burden on that Tract, shall be appurtenant to and for the benefit of the other Tracts and each part thereof, and shall run with the land.

14.2 **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Project or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. An Owner shall have the right to close, if necessary, all or any portion of the Common Area on its Tract from time to time as may be necessary, in the opinion of such Owner, to prevent a dedication thereof, the accrual of any rights of the public therein or the acquisition of prescriptive rights by anyone. Before closing off any part of the Common Area as provided above, such Owner must give notice to the Approving Owners of its intention to do so and must coordinate such temporary closing with the activities of the other Owners so that no unreasonable interference with the operation of the Project occurs.

14.3 **Duration**

(a) Except as otherwise provided herein, the term of this Agreement shall be for 65 years (the "Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Agreement shall automatically renew for successive periods of ten years each (each such period being referred to as an "Extension Period") if, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Approving Owners deliver to the other Owners in the Land written notice of extension, in the absence of which this Agreement shall automatically expire at the end of the Primary Period or Extension Period then in effect.

(b) Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement



shall terminate and have no further force or effect; provided, however, the following provisions shall be applicable:

(i) the termination of this Agreement shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination;

(ii) the easements referred to in Article 3 hereof which are specified as being perpetual or as continuing beyond the term of this Agreement (and the rights and duties related thereto) shall continue in full force and effect beyond the term of this Agreement, but notwithstanding anything to the contrary contained herein, each such easement shall terminate and be of no further force or effect at such time as such easement is abandoned, is terminated or is ceased to be used to serve a Building in the Project.

14.4 Modification and Termination. Notwithstanding the provisions of Section 14.5 hereof, this Agreement may not be amended or modified in any respect whatsoever or terminated, in whole or in part, except by a written agreement signed by all of the Approving Owners at the time of such amendment, modification or termination and the landlord under any Prime Lease at the time of such amendment, modification or termination, and such amendment, modification or termination shall be effective only when recorded in the official real estate records of the county and state where the Shopping Center is located; provided, however, (i) no such amendment shall impose any materially greater obligation on, or materially impair any right of, an Owner or its Tract without the consent of such Owner, and (ii) no amendment, modification or termination of this Agreement as provided herein shall adversely affect the rights of any senior Mortgagee unless such Mortgagee consents in writing to the amendment, modification or termination. Because the submission of a proposed amendment to the Owners is not an item of "consent" or "approval", each Owner may consider any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness or timeliness.

14.5 Method of Approval. Whenever the consent or approval (collectively, an "approval") of the Approving Owners is required under this Agreement, unanimous approval of the Approving Owners must be given. Unless otherwise provided in this Agreement, whenever approval is specifically required of an Owner pursuant to the express terms of this Agreement (or any Exhibit hereto), it shall not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific time period, approval or disapproval shall be given within thirty (30) days after receipt of written request for approval. If an Owner neither approves nor disapproves within the required time period, then the Owner requesting approval shall have the right to send a second written request for approval. If such second request states on its face in all capital letters that failure to respond thereto within 15 days shall be deemed approval, then the failure to respond within such 15-day period shall constitute the approval of the Owner from whom approval was requested. Except with respect to approvals which are deemed approved pursuant to the preceding sentence, all approvals (including conditional approvals) and disapprovals shall not be effective unless given or made in writing. If an Owner disapproves, the reasons therefor shall be stated in reasonable detail in writing, unless this Agreement expressly provides that an Owner may grant or withhold its approval in its sole and absolute discretion. An



Owner's approval of any act or request by another Owner shall not be deemed to waive or render unnecessary approval of any similar or subsequent acts or requests. The sole remedy of the Person seeking the approval if such approval is unreasonably withheld shall be an action for specific performance and the Approving Owners shall not be liable to such Person for damages. No exercise of any approval right shall subject an Approving Owner to liability for breach of any covenant of good faith and fair dealing otherwise implied by law to be part of this Agreement.

14.6 **Multiple Owners.** If the Owner of a Tract is a Prime Lessee, said Prime Lessee is hereby appointed the entity to cast the vote or consent or give the consent for said Tract on behalf of the Owner thereof (except as otherwise required in Section 14.4) and is hereby granted all of the rights and remedies granted to the Owner of said Tract so long as it is the Prime Lessee of said Tract, anything in this Agreement to the contrary notwithstanding.

14.7 **Estoppel Certificates.** Any Owner may, at any time and from time to time (but no more than three (3) times during any calendar year), deliver written notice to the other Owners requesting such Owners to execute certificates certifying that to the best knowledge of the other Owners, (i) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if a default is alleged, specifically describing the nature and amount thereof, and (ii) confirming that this Agreement has not been amended (or, if so, identifying the amendments), and is in full force and effect. Each Owner shall execute and return such a certificate within thirty (30) days after receipt of a request therefor. The Owners acknowledge that such certificates may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback lessors. Such statement shall act as a waiver of any claim by the Person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability for the negligent or inadvertent failure of such Person to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in the certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to challenge acts committed by other Owners for which approval by the Approving Owners was required but not sought or obtained.

14.8 **Breach Shall Not Permit Termination.** It is expressly agreed that a breach of this Agreement shall not entitle any Owner to terminate this Agreement, 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 Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

14.9 **Notices.**

(a) All notices, demands, statements and requests (collectively, "notices") given pursuant to this Agreement shall be in writing and shall be given by facsimile, by personal delivery, by United States mail or United States express mail postage or delivery



charge prepaid, return receipt requested, or by an established express delivery service (such as Federal Express or United Parcel Service), sent to the person and address or facsimile number 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 Project is located. The Owners expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Agreement. All notices to Developer and the owner of the Kohl's Tract shall be sent to the person and address set forth below:

RRL: Riverwood Redevelopment, LLC
17000 Wedge Parkway, Unit 1612
Reno, NV 89511
Attention: Jay Timon

Developer: Riverwood Partners, LLC
17000 Wedge Parkway, Unit 1612
Reno, NV 89511
Attention: Jay Timon

With a copy to: Cox, Castle & Nicholson, LLP
2049 Century Park East, Suite 2800
Los Angeles, CA 90067
Attn: Gary A. Glick, Esq.
Facsimile Number: (310) 277-7889

Kohl's: Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Law Department
Facsimile Number: (262) 703-7274

The Person and address to which notices are to be given may be changed at any time by any Owner upon written notice to the other Owners. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, 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 return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, (iii) in the case of a facsimile, the date and time of receipt as shown on the confirmation of the facsimile transmission; (iv) 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 non-delivery by the sending party.



(c) The inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice hereunder.

14.10 **Waiver**. The failure of a Person to insist upon strict performance of any of the restrictions or other terms and provisions 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 or other terms and provisions contained herein by the same or any other Person.

14.11 **Severability**. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement 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 Agreement shall be valid and shall be enforced to the extent permitted by law.

14.12 **Not a Partnership**. The provisions of this Agreement 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 Owners. Each Owner shall be considered a separate party and no Owner shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

14.13 **Captions and Headings**. The captions and headings in this Agreement 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.

14.14 **Interpretation**.

(a) Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

14.15 **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the easements, restrictions and other terms and conditions contained in this Agreement affecting the Tracts. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

14.16 **Joint and Several Obligations**. If any Owner is composed of more than one person, the obligations of said party shall be joint and several.

14.17 **Recordation**. This Agreement shall be recorded in the official real estate records of the County in which the Project is located.



14.18 **Mortgagee Protection.** This Agreement and the easements and restrictions established hereby with respect to each Owner and Tract, shall be superior and senior to any lien placed upon any Tract, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the easements and restrictions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any Person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Tract or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

14.19 **Variances.** Where appropriate, the Approving Owners may, in their sole and absolute discretion, grant written variances to the provisions of this Agreement (in lieu of an amendment), signed by all of the Approving Owners, where strict adherence to the requirements of this Agreement would, in the judgment of the Approving Owners, cause undue hardship. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own individual merits.

14.20 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

14.21 **Limitation on Liability.** Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute a respective Approving Owner hereunder, including, but not limited to, officers, directors, shareholders, members, partners, employees or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Agreement. In the event of a default of a respective Owner hereunder, the Owner who seeks recovery from such defaulting Owner shall look solely to the interest of such defaulting Owner in such Owner's Tract for the satisfaction of each and every remedy of the Non-Defaulting Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner:

- (a) to pursue equitable relief in connection with any restriction of this Agreement, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance;
- (b) to recover from another Owner all damages and costs on account of, or in connection with, casualty insurance or condemnation proceeds which are not applied or used in accordance with the terms of this Agreement;
- (c) to recover from such Owner all losses suffered, liabilities incurred or costs imposed arising out of or in connection with, or on account of, an Owner's breach of its obligation to carry Owner Liability Insurance, or to fund its self-insurance obligation, if applicable;



(d) to recover from an Owner all damages and costs arising out of or in connection with, or on account of, a breach by such Owner of its obligations under Section 5.3;

(e) to recover from an Owner all damages and costs arising out of or in connection with, or on account of, the failure by such Owner to pay when due any tax, assessment or lien as specified under Section 10.1; and

(f) to recover from an Owner all damages and costs as a result of any fraud or material misrepresentation by such Owner in connection with any term, covenant, condition, representation or warranty made by such Owner in this Agreement.

14.22 Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any Person from the prompt payment of any monies required by this Agreement.

14.23 Adjacent Parcels. It is contemplated that entities affiliated with the signatories hereto will own certain parcels of real property adjacent to the Land (the "Adjacent Parcels") following the date of this Agreement. In no event shall the terms of this Agreement encumber, bind, benefit or apply to any such Adjacent Parcels.

ARTICLE 15

APPLICABILITY OF AGREEMENT TO THE MIKE & DINK TRACT

Notwithstanding the foregoing, all of the easements set forth in Article 3 above shall apply to, encumber, bind and benefit the Mike & Dink Tract.

The parking area on the Mike & Dink Tract shall contain sufficient parking spaces, without reliance on parking spaces that may be available on another portion of the Project, in order to comply with Governmental Requirements.

The use provisions set forth in Section 5.1 above shall apply to the Mike & Dink Tract except as provided therein; provided, however, such use prohibitions shall in no event prohibit the Mike & Dink Tract or any portion thereof from being used for residential, hotel and/or office uses, which uses shall be permitted pursuant to the terms of this Agreement notwithstanding any provision to the contrary.

ARTICLE 16

ENFORCEABILITY



If the remedy described in Section 11.2(b) above regarding recordation of a lien on the Tract of a Defaulting Owner is not enforceable under currently applicable Governmental Regulations, but such Governmental Regulations are subsequently modified to permit enforcement of such remedy, such remedy shall be retroactively enforced to the date of this Agreement.

[The remainder of this page is intentionally left blank]

COPY



EXHIBIT A-1

LEGAL DESCRIPTION OF THE KOHL'S TRACT

(see attached)

COPY



EXHIBIT "A"
LEGAL DESCRIPTION
KOHL'S

A parcel of land situate in the West Half of Section 5 and the East Half of Section 6, Township 14 North, Range 20 East, MDM, Douglas County, Nevada and being more particularly described as follows;

Commencing at the East Quarter corner of said Section 6;

Thence South 04°20'47" East a distance of 128.79 feet to the **POINT OF BEGINNING**;

Thence South 90°00'00" West a distance of 320.01 feet;

Thence along the arc of a curve to the right having a radius of 173.90 feet, a central angle of 38°50'17", a distance of 117.88 feet;

Thence North 49°09'53" West a distance of 14.66 feet;

Thence North 00°00'00" East a distance of 64.54 feet;

Thence North 90°00'00" East a distance of 20.00 feet;

Thence North 00°00'00" East a distance of 55.48 feet;

Thence South 90°00'00" West a distance of 51.45 feet;

Thence along the arc of a non tangent curve to the left having a tangent bearing of North 16°38'45" East, a radius of 34.50 feet, a central angle of 106°38'45", a distance of 64.22 feet;

Thence North 89°59'59" West a distance of 311.57 feet;

Thence along the arc of a curve to the right having a radius of 18.50 feet, a central angle of 89°59'59", a distance of 29.06 feet;

Thence North 00°00'00" East a distance of 302.89 feet;

Thence along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 13°06'26", a distance of 4.58 feet;

Thence North 13°06'26" East a distance of 35.50 feet;

Thence North 90°00'00" East a distance of 357.81 feet;

Thence South 19°40'59" East a distance of 92.86 feet;

Thence North 90°00'00" East a distance of 201.42 feet;

Thence South 00°12'53" West a distance of 32.36 feet;



BK-608
PG-7551

Thence North 90°00'00" East a distance of 146.73 feet;

Thence South 36°36'20" East a distance of 102.97 feet;

Thence along the arc of a curve to the right having a radius of 165.50 feet, a central angle of 36°36'20", a distance of 105.74 feet;

Thence South 00°00'00" West a distance of 248.09 feet;

Thence along the arc of a curve to the right having a radius of 3.00 feet, a central angle of 73°23'53", a distance of 3.84 feet;

Thence along the arc of a reverse curve to the left having a radius of 4.00 feet, a central angle of 73°23'52", a distance of 5.12 feet;

Thence South 00°00'00" West a distance of 17.00 feet to the **POINT OF BEGINNING**.

Containing: 7.84 Acres, more or less.

BASIS OF BEARINGS: Record of Survey Map recorded January 28, 2008, Official Records of Douglas County as Document Number 716909.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth
Nevada PLS 8547
For and on behalf of



9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500



EXHIBIT A-2

LEGAL DESCRIPTION OF THE DEVELOPER TRACT

(see attached)

COPY



DESCRIPTION OF DEVELOPERS TRACT

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN THE WEST 1/2 OF SECTION 5 AND THE EAST 1/2 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE BLM BRASS CAP, LOCATED AT THE WEST ¼ CORNER OF SAID SECTION 5 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR CARSON AUTO MALL LLC AND PROJECT LM LLC, RECORDED AS DOCUMENT NO. 703021, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA;

THENCE NORTH 56°58'25" EAST, 89.13 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" WEST, 670.60 FEET;

THENCE SOUTH 90°00'00" WEST, 42.00 FEET;

THENCE NORTH 00°00'00" EAST, 432.50 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET, ARC LENGTH OF 29.02 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°00'00" WEST, AND A CHORD LENGTH OF 26.16 FEET;

THENCE NORTH 90°00'00" WEST, 324.48 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 216.50 FEET, ARC LENGTH OF 169.84 FEET, DELTA ANGLE OF 44°56'53", A CHORD BEARING OF NORTH 67°31'34" WEST, AND A CHORD LENGTH OF 165.52 FEET;

THENCE NORTH 45°03'07" WEST, 29.17 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET, ARC LENGTH OF 29.06 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 89°56'53" WEST, AND A CHORD LENGTH OF 26.16 FEET;

THENCE SOUTH 44°56'53" WEST, 39.83 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 133.50 FEET, ARC LENGTH OF 102.41 FEET, DELTA ANGLE OF 43°57'03", A CHORD BEARING OF SOUTH 22°58'22" WEST, AND A CHORD LENGTH OF 99.91 FEET;

THENCE SOUTH 00°59'50" WEST, 146.38 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 166.50 FEET, ARC LENGTH OF 69.71 FEET, DELTA ANGLE OF 23°59'18", A CHORD BEARING OF SOUTH 12°59'29" WEST, AND A CHORD LENGTH OF 69.20 FEET;

THENCE SOUTH 24°59'08" WEST, 67.68 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 133.50 FEET, ARC LENGTH OF 58.22 FEET, DELTA ANGLE OF 24°59'08", A CHORD BEARING OF SOUTH 12°29'34" WEST, AND A CHORD LENGTH OF 57.76 FEET;

THENCE SOUTH 00°00'00" WEST, 548.27 FEET;



THENCE SOUTH 01°12'16" WEST, 235.17 FEET;

THENCE NORTH 89°43'28" WEST, 399.83 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 395;

THENCE ALONG SAID U.S. HIGHWAY 395, NORTH 01°49'57" EAST, 136.52 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4800.00 FEET, ARC LENGTH OF 561.18 FEET, DELTA ANGLE OF 06°41'55", A CHORD BEARING OF NORTH 05°10'56" EAST, AND A CHORD LENGTH OF 560.86 FEET;

THENCE NORTH 08°31'54" EAST, 301.87 FEET;

THENCE DEPARTING FROM SAID U.S. HIGHWAY 395, SOUTH 89°43'20" EAST, 274.03 FEET;

THENCE NORTH 00°59'50" EAST, 331.33 FEET;

THENCE NORTH 89°43'27" WEST, 230.13 FEET TO A POINT ON FOREMENTIONED U.S. HIGHWAY 395;

THENCE ALONG SAID U.S. HIGHWAY 395, NORTH 08°31'54" EAST, 1249.87 FEET;

THENCE DEPARTING FROM SAID U.S. HIGHWAY 395, ONTO THE SOUTHERLY RIGHT-OF-WAY OF TOPSY LANE SOUTH 82°10'53" EAST, 154.62 FEET;

THENCE ALONG SAID RIGHT-OF-WAY OF TOPSY LANE CURVING TO THE LEFT HAVING A RADIUS OF 1068.00 FEET, ARC LENGTH OF 140.91 FEET, DELTA ANGLE OF 07°33'34", A CHORD BEARING OF SOUTH 85°57'40" EAST, AND A CHORD LENGTH OF 140.81 FEET;

THENCE SOUTH 89°44'27" EAST, 433.93 FEET;

THENCE SOUTH 89°08'56" EAST, 101.48 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 514.50 FEET, ARC LENGTH OF 79.78 FEET, DELTA ANGLE OF 08°53'06", A CHORD BEARING OF NORTH 86°24'31" EAST, AND A CHORD LENGTH OF 79.71 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 485.50 FEET, ARC LENGTH OF 75.29 FEET, DELTA ANGLE OF 8°53'06", A CHORD BEARING OF NORTH 86°24'31" EAST, AND A CHORD LENGTH OF 75.21 FEET;

THENCE SOUTH 89°09'01" EAST, 407.29 FEET;

THENCE DEPARTING FROM SAID RIGHT-OF-WAY OF TOPSY LANE SOUTH 00°55'23" WEST, 223.45 FEET;

THENCE NORTH 89°11'16" WEST, 331.77 FEET;

THENCE SOUTH 00°58'09" WEST, 331.68 FEET;

THENCE SOUTH 00°00'00" WEST, 120.64 FEET;

THENCE NORTH 90°00'00" WEST, 42.74 FEET;



THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.50 FEET, ARC LENGTH OF 30.65 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°00'00" WEST, AND A CHORD LENGTH OF 27.58 FEET;

THENCE NORTH 00°00'00" EAST 489.12 FEET

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.50 FEET, ARC LENGTH OF 63.62 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°00'00" WEST, AND A CHORD LENGTH OF 57.28 FEET;

THENCE NORTH 90°00'00" WEST, 205.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.50 FEET, ARC LENGTH OF 63.62 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" WEST, AND A CHORD LENGTH OF 57.28 FEET;

THENCE SOUTH 00°00'00" EAST, 102.09 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, ARC LENGTH OF 4.71 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" WEST, AND A CHORD LENGTH OF 4.24 FEET;

THENCE SOUTH 90°00'00" WEST, 17.00 FEET;

THENCE SOUTH 00°00'00" EAST, 371.00 FEET;

THENCE SOUTH 90°00'00" EAST, 16.75 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, ARC LENGTH OF 5.09 FEET, DELTA ANGLE OF 97°14'36", A CHORD BEARING OF SOUTH 41°22'42" EAST, AND A CHORD LENGTH OF 4.50 FEET TO A POINT OF COMPOUND CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 82°45'24" WEST;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 34.50 FEET, ARC LENGTH OF 20.76 FEET, DELTA ANGLE OF 34°28'56", A CHORD BEARING OF SOUTH 24°29'04" WEST, AND A CHORD LENGTH OF 20.45 FEET TO A POINT OF COMPOUND CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 48°16'28" WEST;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, ARC LENGTH OF 23.30 FEET, DELTA ANGLE OF 53°23'47", A CHORD BEARING OF SOUTH 68°25'26" WEST, AND A CHORD LENGTH OF 22.46 FEET;

THENCE SOUTH 00°16'02" WEST, 38.28 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.50 FEET, ARC LENGTH OF 61.30 FEET, DELTA ANGLE OF 91°13'25", A CHORD BEARING OF SOUTH 44°23'16" WEST, AND A CHORD LENGTH OF 55.03 FEET TO A POINT OF COMPOUND CURVATURE.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 179.00 FEET, ARC LENGTH OF 110.54 FEET, DELTA ANGLE OF 35°22'54", A CHORD BEARING OF SOUTH 18°54'53" EAST, AND A CHORD LENGTH OF 108.79 FEET;

THENCE SOUTH 36°36'20" EAST, 115.18 FEET;



THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 221.00 FEET, ARC LENGTH OF 141.19 FEET, DELTA ANGLE OF 36°36'20", A CHORD BEARING OF SOUTH 18°18'10" EAST, AND A CHORD LENGTH OF 138.81 FEET;

THENCE SOUTH 00°00'00" WEST, 87.52 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM

COMMENCING AT THE BLM BRASS CAP, LOCATED AT THE WEST ¼ CORNER OF SAID SECTION 5;

THENCE NORTH 13°48'18" WEST, 776.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 90°00'00" WEST, 37.00 FEET;

THENCE NORTH 00°00'00" EAST, 38.96 FEET;

THENCE NORTH 90°00'00" WEST, 36.50 FEET;

THENCE SOUTH 00°00'00" WEST, 35.05 FEET;

THENCE NORTH 89°59'17" WEST, 233.63 FEET;

THENCE SOUTH 00°00'00" WEST, 5.75 FEET;

THENCE SOUTH 09°08'08" EAST, 29.44 FEET;

THENCE NORTH 90°00'00" WEST, 279.20 FEET;

THENCE NORTH 08°32'03" EAST, 279.36 FEET;

THENCE SOUTH 89°44'07" EAST, 66.45 FEET;

THENCE NORTH 18°52'00" EAST, 42.67 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, ARC LENGTH OF 211.06 FEET, DELTA ANGLE OF 71°08'00", A CHORD BEARING OF NORTH 54°26'00" EAST, AND A CHORD LENGTH OF 197.76 FEET;

THENCE SOUTH 90°00'00" EAST, 249.09 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, ARC LENGTH OF 78.54 FEET, DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" EAST, AND A CHORD LENGTH OF 70.71 FEET;

THENCE SOUTH 00°00'00" WEST, 350.51 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 32.94 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS: THE NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 27), WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, BEARING: N89°36'25"W.



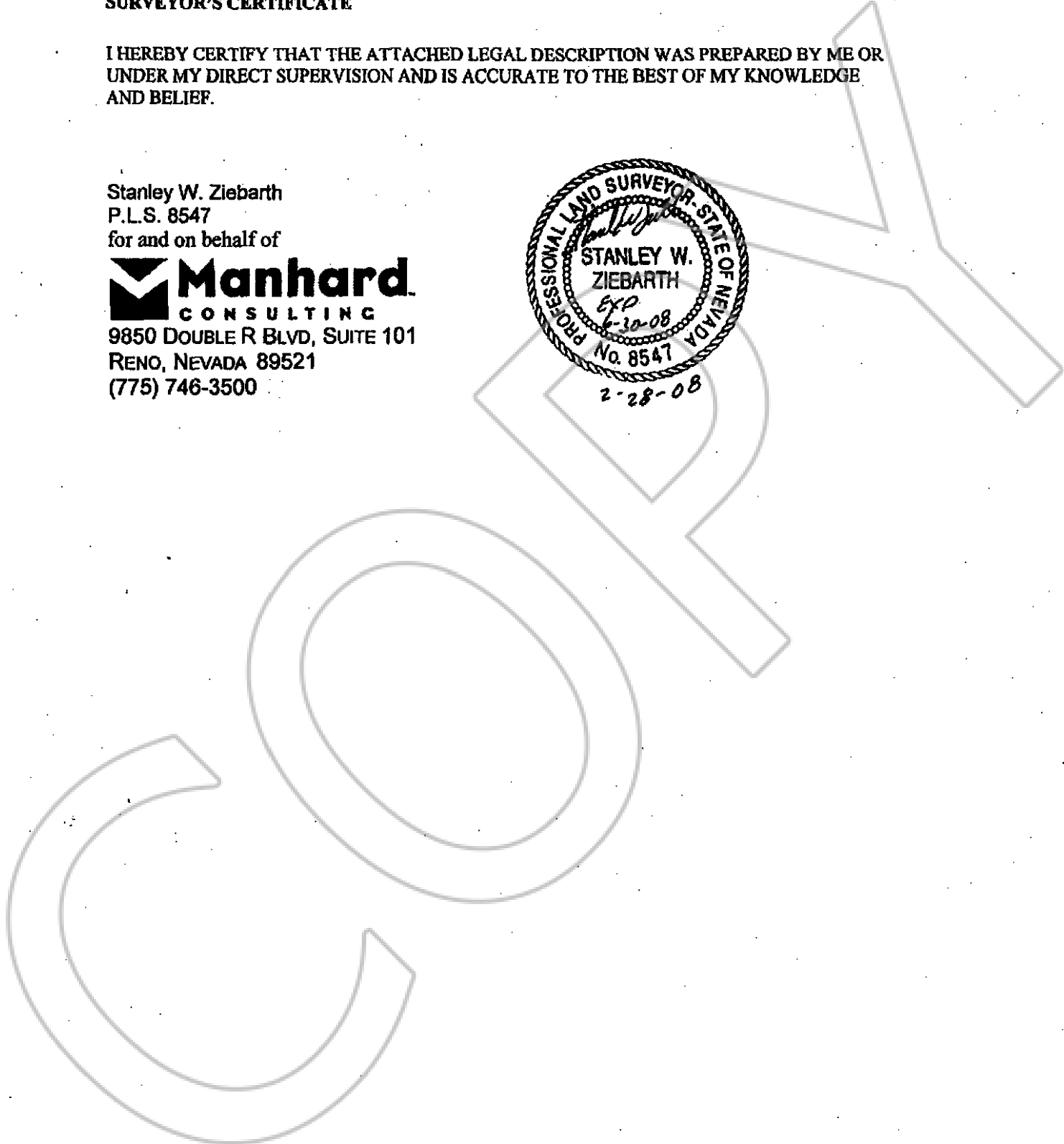
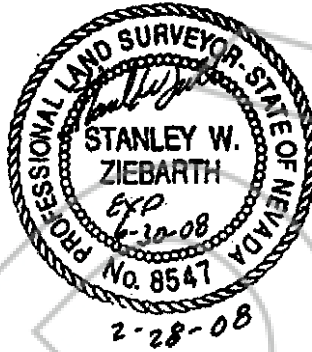
BK-608
PG-7557

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stanley W. Ziebarth
P.L.S. 8547
for and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500



BK-608
PG-7558

TOPSY LN.
(PER DOC NO. 631478)
433.81' L6 C9 C10 S89°09'01"E 407.29'

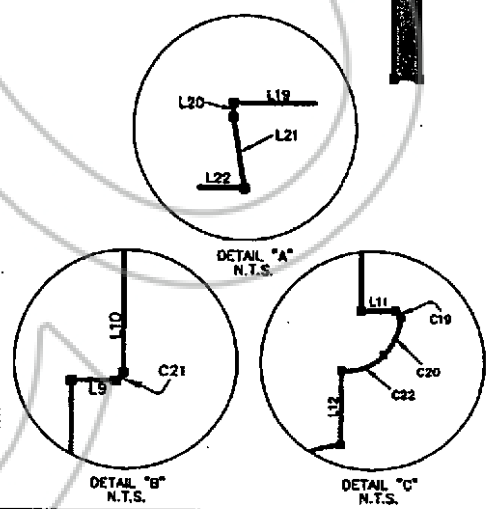
U.S. HIGHWAY 395

RDA PARCEL
4.80± ACRES

LINE	BEARING	LENGTH
L1	N 58°58'25" E	89.13'
L2	S 90°00'00" W	42.00'
L3	N 45°03'07" W	29.17'
L4	S 44°58'53" W	39.83'
L5	S 24°59'08" W	67.68'
L6	S 89°08'58" E	101.48'
L7	S 90°00'00" W	120.64'
L8	S 90°00'00" W	42.74'
L9	S 90°00'00" W	17.00'
L10	S 00°00'00" E	102.09'
L11	S 90°00'00" E	16.75'
L12	S 00°16'02" W	38.28'
L13	S 36°36'20" E	115.18'
L14	S 00°00'00" W	87.52'
L15	S 90°00'00" W	37.00'
L16	N 00°00'00" E	38.96'
L17	N 90°00'00" W	38.50'
L18	S 00°00'00" E	35.05'
L19	N 89°59'17" W	233.63'
L20	S 00°00'00" E	5.75'
L21	S 09°08'08" E	29.44'
L22	N 90°00'00" W	278.20'
L23	N 08°32'03" E	279.36'
L24	S 89°44'07" E	66.45'
L25	N 18°52'00" E	42.67'

CURVE	DELTA	RADIUS	LENGTH
C1	90°29'06"	18.50	29.02
C2	44°58'53"	216.50	169.84
C3	90°00'00"	18.50	29.06
C4	43°57'03"	133.50	102.41
C5	23°59'18"	186.50	89.71
C6	24°59'08"	133.50	58.22
C7	6°41'55"	4800.00	561.18
C8	7°33'34"	1058.00	140.91
C9	8°53'08"	514.50	79.78
C10	8°53'08"	485.50	75.29
C11	91°13'25"	38.50	61.30
C12	35°22'54"	178.00	110.54
C13	36°38'20"	221.00	141.19
C14	71°08'00"	170.00	211.08
C15	90°00'00"	50.00	78.54
C16	90°00'00"	19.50	30.63
C17	90°00'00"	40.90	63.62
C18	90°00'00"	40.50	63.62
C19	97°14'36"	3.00	5.09
C20	34°28'56"	34.50	20.76
C21	95°47'55"	3.00	4.71
C22	53°23'47"	25.00	23.30

EXHIBIT "B-2"
MAP TO ACCOMPANY
LEGAL DESCRIPTION
OF DEVELOPERS TRACT



Manhard CONSULTING LTD.
8850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-0500 fax: (775) 746-0520 www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

RIVERWOOD PARTNERS LLC
DOUGLAS COUNTY, NEVADA
PHASE 1B EXHIBIT

PROJ. MGR.: SWZ SHEET
DRAWN BY: EAM
DATE: 2-27-08
SCALE: 1" = 300'

EXHIBIT B-2
RPLDCN 070449

© 2007 ALL RIGHTS RESERVED

Dwg Name: P:\RPLDCN\dwg\Surv\Exhibits\Surv\Phase 1B Exhibit (2-27-08).dwg Updated By: dkeisoe

EXHIBIT A-3

LEGAL DESCRIPTION OF THE RRL TRACT

(see attached)

COPY



Exhibit "A-3"

DESCRIPTION OF RRL TRACT

All that certain real property situate within the east 1/2 of Section 6, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, more particularly described as follows;

COMMENCING at the BLM Brass Cap, located at the west ¼ corner of said Section 5 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Carson Auto Mall LLC and Project LM LLC, Recorded as Document No. 703021, Official Records of Douglas County, Nevada;

THENCE N 13°48'18" W, a distance of 776.04 feet to the **TRUE POINT OF BEGINNING**;

THENCE N 90°00'00" W, a distance of 37.00 feet;

THENCE N 00°00'00" E, a distance of 38.96 feet;

THENCE N 90°00'00" W, a distance of 36.50 feet;

THENCE S 00°00'00" W, a distance of 35.05 feet;

THENCE N 89°59'17" W, a distance of 233.63 feet;

THENCE S 00°00'00" W, a distance of 5.75 feet;

THENCE S 09°08'08" E, a distance of 29.44 feet;

THENCE N 90°00'00" W, a distance of 279.20 feet;

THENCE N 08°32'03" E, a distance of 279.36 feet;

THENCE S 89°44'07" E, a distance of 66.45 feet;

THENCE N 18°52'00" E, a distance of 42.67 feet;

THENCE along a curve to the right having a radius of 170.00 feet, arc length of 211.06 feet, delta angle of 71°08'00", a chord bearing of N 54°26'00" E, and a chord length of 197.76 feet;

THENCE S 90°00'00" E, a distance of 249.09 feet;

THENCE along a curve to the right having a radius of 50.00 feet, arc length of 78.54 feet, delta angle of 90°00'00", a chord bearing of S 45°00'00" E, and a chord length of 70.71 feet;

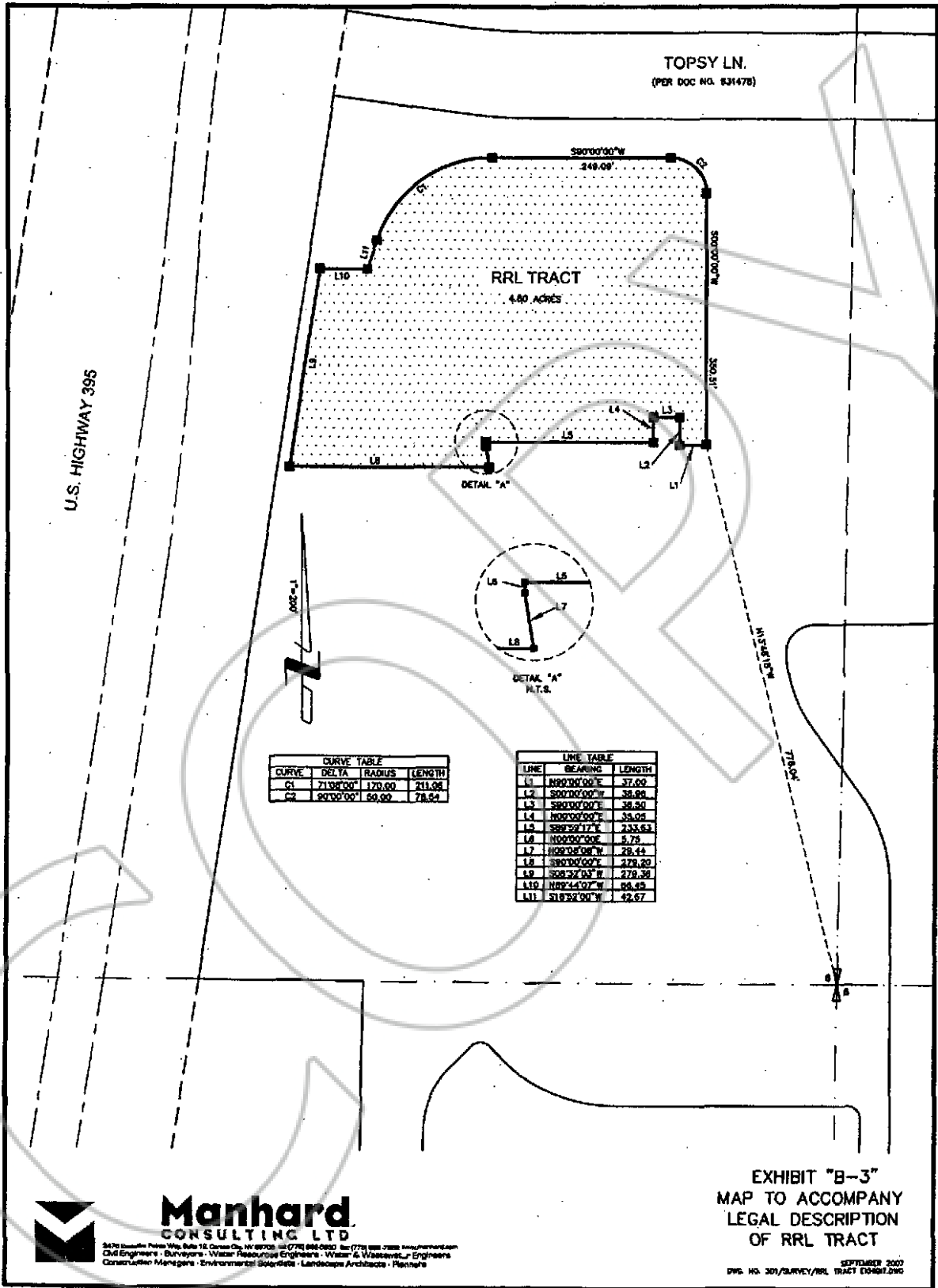
THENCE S 00°00'00" W, a distance of 350.51 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 4.80 acres of land, more or less.

PREPARED BY: Manhard Consulting, Ltd.
3476 Executive Point Way, Suite 12
P.O. Box 3750
Carson City, Nv. 89702



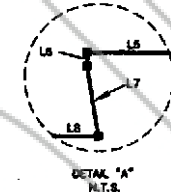
BK-608
PG-7561



TOPSY LN.
(PER DOC NO. 631478)

U.S. HIGHWAY 395

RRL TRACT
4.80 ACRES



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	71.38°00'	170.00	211.06
C2	20°00'00"	50.00	78.54

LINE TABLE		
LINE	BEARING	LENGTH
L1	N80°00'00"E	37.00
L2	S00°00'00"W	36.98
L3	S80°00'00"E	36.90
L4	N00°00'00"E	35.05
L5	S88°59'17"E	233.63
L6	N00°00'00"E	5.75
L7	N09°08'08"W	28.44
L8	S90°00'00"E	279.20
L9	S08°32'03"W	279.38
L10	N82°44'07"W	66.48
L11	S18°52'00"W	42.67

EXHIBIT "B-3"
MAP TO ACCOMPANY
LEGAL DESCRIPTION
OF RRL TRACT

Manhard
CONSULTING LTD

2470 Southview Drive, Suite 10, Concord, ON L4K 5R7 Tel: (770) 886-0800 Fax: (770) 886-0801 www.manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Geotechnical • Landscape Architects • Planners

SEPTEMBER 2007
DWG. NO. 301/SURVEY/RRL TRACT EXHIBIT.DWG

EXHIBIT A-4

LEGAL DESCRIPTION OF THE MIKE & DINK TRACT

(see attached)

COPY



Exhibit "A-4"

DESCRIPTION OF MIKE & DINK TRACT

All that certain real property situate within the west 1/2 of Section 5 and the east 1/2 of Section 6, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, more particularly described as follows;

COMMENCING at the BLM Brass Cap, located at the west 1/4 corner of said Section 5 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Carson Auto Mall LLC and Project LM LLC, Recorded as Document No. 703021, Official Records of Douglas County, Nevada;

THENCE South 61°08'08" West, a distance of 354.26 feet to the **TRUE POINT OF BEGINNING**;

THENCE along a curve to the right having a radius of 216.50 feet, arc length of 169.84 feet, delta angle of 44°56'54", chord bearing of North 67°31'34" West, and a chord length of 165.52 feet;

THENCE North 45°03'07" West, a distance of 29.17 feet;

THENCE along a curve to the left having a radius of 18.50 feet, arc length of 29.06 feet, delta angle of 90°00'00", chord bearing of South 89°56'53" West, and a chord length of 26.16 feet;

THENCE South 44°56'53" West, a distance of 39.83 feet;

THENCE along a curve to the left having a radius of 133.50 feet, arc length of 102.41 feet, delta angle of 43°57'03", chord bearing of South 22°58'22" West, and a chord length of 99.91 feet;

THENCE South 00°59'50" West, a distance of 146.38 feet;

THENCE along a curve to the right having a radius of 166.50 feet, arc length of 69.71 feet, delta angle of 23°19'18", chord bearing of South 12°59'29" West, and a chord length of 69.20 feet;

THENCE South 24°59'08" West, a distance of 67.68 feet;

THENCE along a curve to the left having a radius of 133.50 feet, arc length of 58.22 feet, delta angle of 24°59'03", chord bearing of South 12°29'34" West, and a chord length of 57.56 feet;

THENCE South 00°00'00" West, a distance of 548.27 feet;

THENCE South 01°12'16" West, a distance of 235.17 feet;

THENCE North 89°43'28" West, a distance of 43.32 feet;



BK-608
PG-7564

THENCE South $00^{\circ}57'29''$ West, a distance of 330.89 feet;

THENCE North $89^{\circ}41'40''$ West, a distance of 361.56 feet;

THENCE South $01^{\circ}49'59''$ West, a distance of 9.71 feet;

THENCE along a curve to the left having a radius of 50.00 feet, arc length of 73.35 feet, delta angle of $84^{\circ}03'22''$, chord bearing of South $40^{\circ}11'42''$ East, and a chord length of 66.95 feet;

THENCE South $82^{\circ}13'22''$ East, a distance of 63.83 feet;

THENCE along a curve to the right having a radius of 580.00 feet, arc length of 363.30 feet, delta angle of $37^{\circ}10'14''$, chord bearing of South $63^{\circ}38'16''$ East, and a chord length of 356.96 feet;

THENCE South $45^{\circ}03'09''$ East, a distance of 105.86 feet;

THENCE along a curve to the left having a radius of 290.00 feet, arc length of 168.97 feet, delta angle of $33^{\circ}22'59''$, chord bearing of South $61^{\circ}44'40''$ East, and a chord length of 166.59 feet;

THENCE South $78^{\circ}26'08''$ East, a distance of 78.35 feet;

THENCE North $72^{\circ}43'30''$ West, a distance of 4.27 feet;

THENCE along a curve to the right having a radius of 50.00 feet, arc length of 75.88 feet, delta angle of $86^{\circ}57'00''$, chord bearing of North $29^{\circ}15''$ West, and a chord length of 68.80 feet;

THENCE North $14^{\circ}13'30''$ East, a distance of 118.84 feet;

THENCE along a curve to the right having a radius of 139.50 feet, arc length of 119.10 feet, delta angle of $48^{\circ}55'03''$, chord bearing of North $38^{\circ}41'02''$ East, and a chord length of 115.52 feet;

THENCE along a compound curve to the right having a radius of 174.50 feet, arc length of 30.47 feet, delta angle of $10^{\circ}00'21''$, chord bearing of North $68^{\circ}10'20''$ East, and a chord length of 30.62 feet;

THENCE North $72^{\circ}06'28''$ East, a distance of 99.22 feet;

THENCE along a non tangent curve to the left having a radius of 339.00 feet, arc length of 221.59 feet, delta angle of $37^{\circ}27'04''$, chord bearing of North $53^{\circ}09'54''$ East, and a chord length of 217.66 feet;

THENCE North $16^{\circ}11'04''$ East, a distance of 33.70 feet;



THENCE along a non tangent curve to the left having a radius of 330.00 feet, arc length of 166.30 feet, delta angle of 28°52'28", chord bearing of North 14°26'12" East, and a chord length of 164.55 feet;

THENCE North 00°00'00" East, a distance of 104.04 feet;

THENCE South 89°19'38" East, a distance of 557.87 feet;

THENCE North 01°01'33" West, a distance of 611.29 feet;

THENCE North 90°00'00" West, a distance of 145.11 feet;

THENCE South 00°00'00" West, a distance of 85.19 feet;

THENCE along a curve to the right having a radius of 13.50 feet, arc length of 21.21 feet, delta angle of 90°00'00", chord bearing of South 45°00'00" West, and a chord length of 19.09 feet;

THENCE North 90°00'00" West, a distance of 14.91 feet;

THENCE South 00°00'01" East, a distance of 277.00 feet;

THENCE North 89°59'59" East, a distance of 130.00 feet;

THENCE South 00°00'03" East, a distance of 175.62 feet;

THENCE North 89°19'38" West, a distance of 516.01 feet;

THENCE along a curve to the right having a radius of 18.50 feet, arc length of 28.84 feet, delta angle of 89°19'38", chord bearing of North 44°39'49" West, and a chord length of 26.01 feet;

THENCE North 00°00'00" East, a distance of 613.56 feet;

THENCE North 90°00'00" West, a distance of 42.00 feet;

THENCE North 00°00'00" East, a distance of 432.53 feet;

THENCE along a curve to the left having a radius of 18.50 feet, arc length of 29.02 feet, delta angle of 89°53'03", chord bearing of North 45°03'27" West, and a chord length of 26.14 feet;

THENCE North 90°00'00" West, a distance of 324.48 feet to the **TRUE POINT OF BEGINNING.**



CONTAINING: 30.25 acres of land, more or less.

BASIS OF BEARINGS: Record of Survey Map recorded January 28, 2008, Official Records of Douglas County as Document Number 716909.

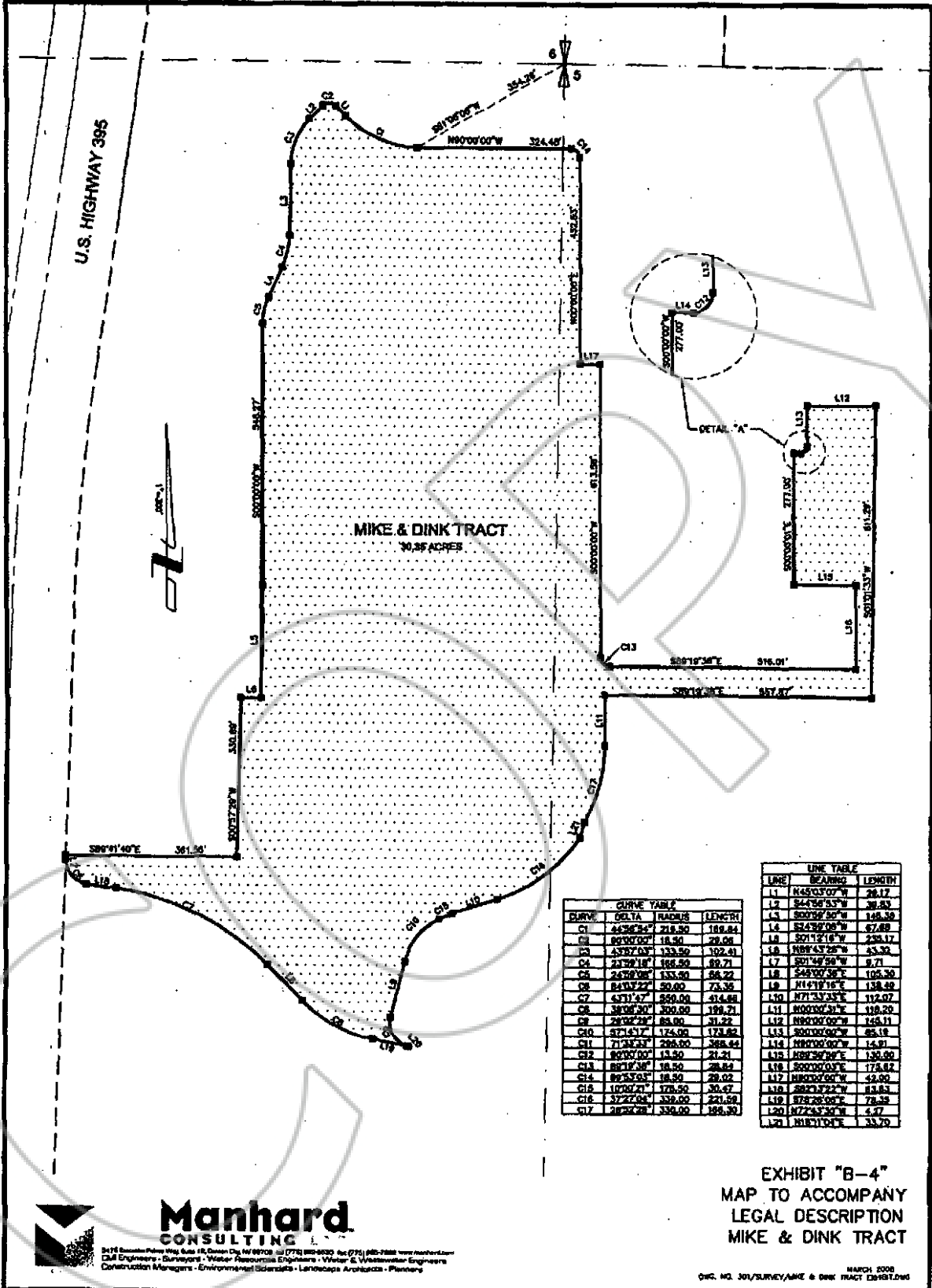
SURVEYOR'S CERTIFICATE

I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Stanley W. Ziebarth
Nevada PLS 8547
For and on behalf of

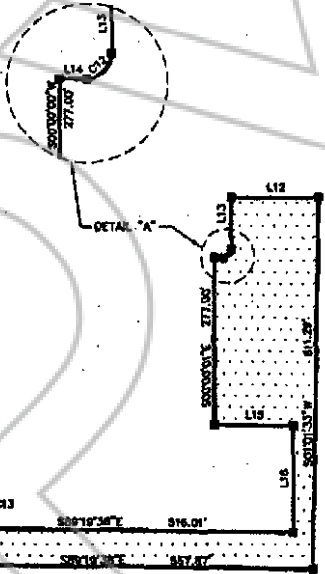
 **Manhard.**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500





MIKE & DINK TRACT
30.88 ACRES

U.S. HIGHWAY 395



CURV	DELTA	RADIUS	LENGTH
C1	44°56'24"	218.50	158.84
C2	90°00'00"	18.50	29.08
C3	43°37'03"	133.50	102.41
C4	23°39'18"	188.50	82.71
C5	24°09'08"	133.50	88.22
C6	84°02'27"	50.00	73.36
C7	63°11'47"	550.00	414.88
C8	39°06'30"	350.00	199.21
C9	29°32'29"	85.00	31.22
C10	37°14'17"	124.00	113.62
C11	71°33'31"	268.50	368.44
C12	90°00'00"	13.50	21.21
C13	89°18'38"	18.50	28.82
C14	89°53'03"	18.50	28.02
C15	10°02'21"	178.50	30.67
C16	37°27'04"	339.00	221.59
C17	38°22'28"	339.00	198.30

LINE	BEARING	LENGTH
L1	N44°03'07"W	28.17
L2	S47°45'53"W	38.83
L3	S00°39'50"W	148.50
L4	S14°39'08"W	87.88
L5	S01°12'18"W	233.17
L6	N88°43'28"W	43.30
L7	S01°48'58"W	9.71
L8	S44°00'36"E	105.30
L9	N14°11'16"E	138.49
L10	N71°33'35"E	112.07
L11	N00°00'00"E	118.20
L12	N90°00'00"W	145.11
L13	S00°00'00"W	85.19
L14	N90°00'00"W	14.91
L15	N89°58'09"E	130.00
L16	S00°00'00"E	175.62
L17	N90°00'00"W	43.00
L18	S89°37'22"W	83.83
L19	S79°28'00"E	78.38
L20	N77°43'30"W	4.77
L21	N18°10'4"E	33.70

Manhard CONSULTING
2414 Eisenhower Pkwy, Suite 100, Denver, CO 80202, Tel: (773) 885-8000, Fax: (773) 885-7888, www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

EXHIBIT "B-4"
MAP TO ACCOMPANY
LEGAL DESCRIPTION
MIKE & DINK TRACT

MARCH 2008
DWG. NO. 301/SURVEY/MIKE & DINK TRACT EXHIBIT.DWG



BK-608
PG-7568

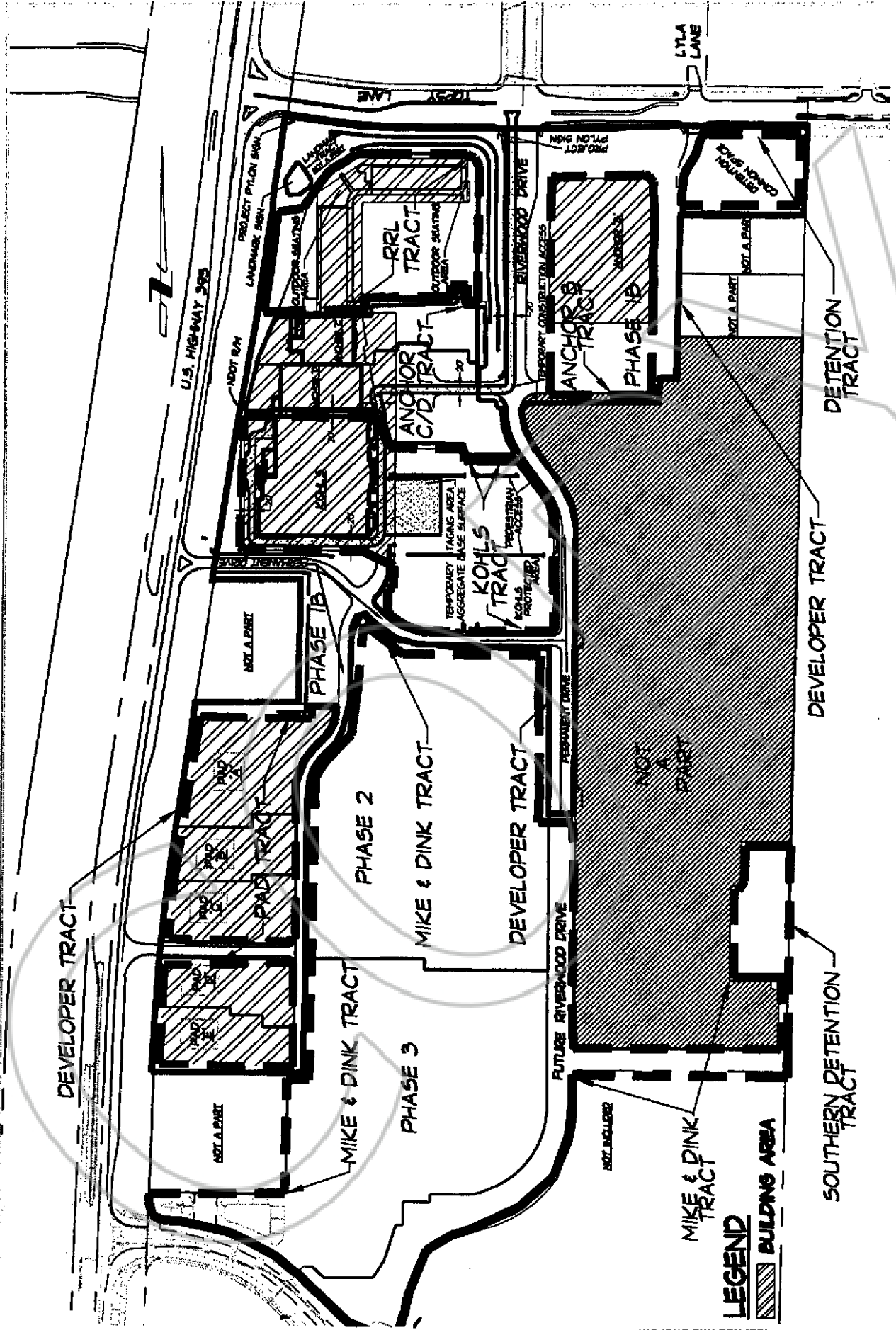
EXHIBIT B

SITE PLAN

(see attached)

COPY





<p>Reciprocal Easement Agreement</p>		<p>Douglas County Nevada</p>		<p>Kohl's Exhibit B Site Plan</p>	
<p>PROJ. MGR: MAR</p>		<p>DATE: APR 2008</p>		<p>SHEET 1 OF 1</p>	
<p>DRAWN BY: JMLW</p>		<p>SCALE: N.T.S.</p>		<p>RPLCDN 07.04.09</p>	
<p>Manhard CONSULTING LTD.</p> <p>9478 Sessala Pkwy, Suite 100, NV 89123, Las Vegas, NV Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners</p>					

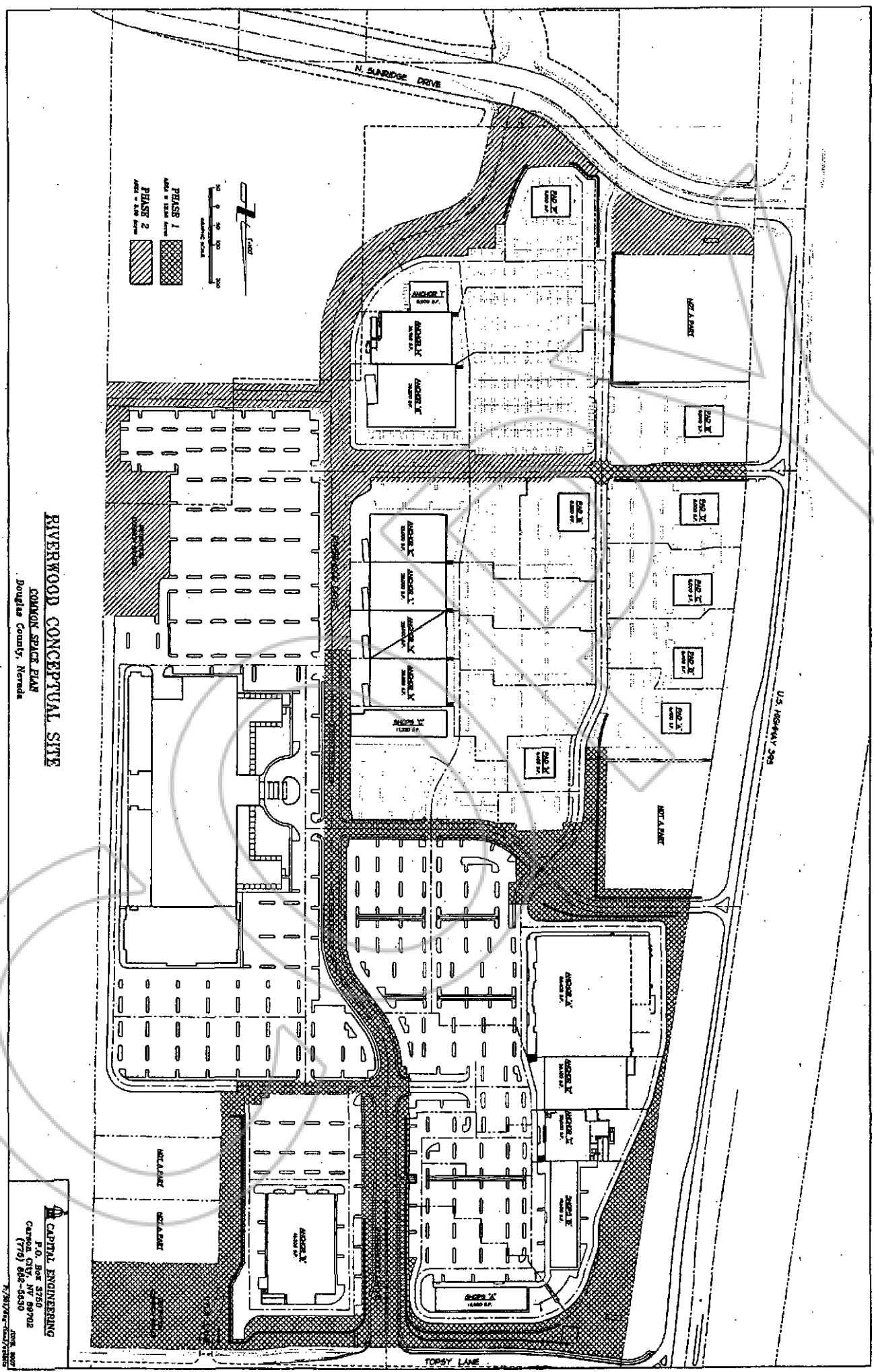
EXHIBIT B-1
DEPICTION OF PERIMETER IMPROVEMENTS

(see attached)

COPY



Depiction of Phase 1 and Phase 2 Perimeter Improvements



RIVERWOOD CONCEPTUAL SITE
COMMON SPACE PLAN

Douglas County, Nevada

725960 Page: 82 of 101 06/30/2008
PG-7572
BK-608



CAPITAL ENGINEERING
P.O. BOX 3700
CARSON CITY, NV 89702
(775) 886-5658

EXHIBIT C

INTENTIONALLY OMITTED

COPY



EXHIBIT D
SIGN CRITERIA

(see attached)

COPY



COPY

Riverwood

Master Sign Program

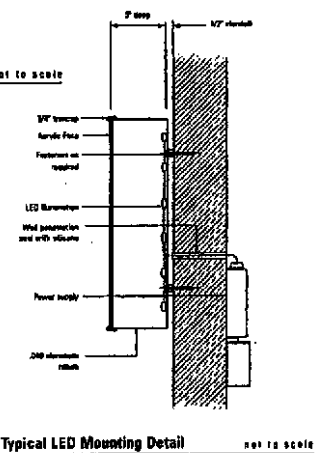
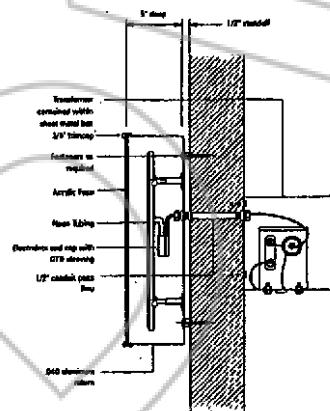
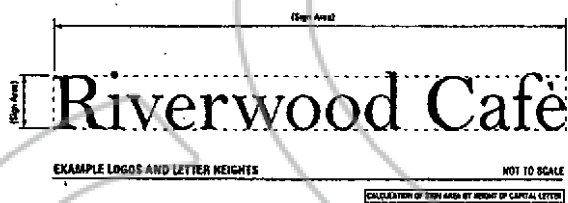
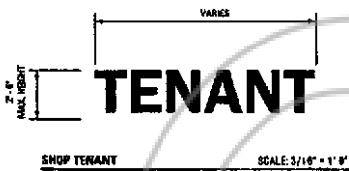
Prepared by
Arrow Sign Company



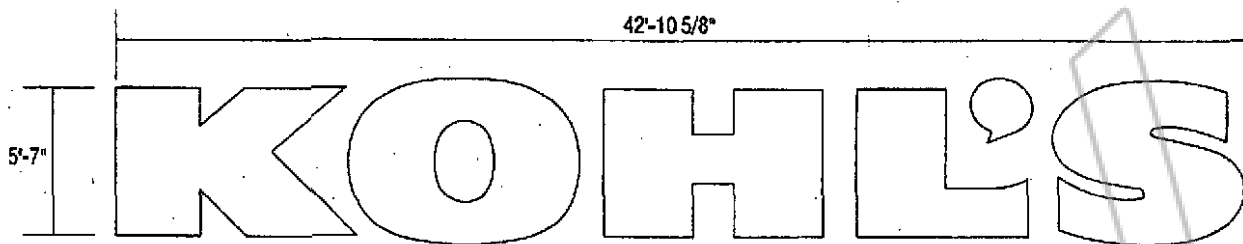
Mark Cuthbert
Senior Account Executive
(818) 533-7663
www.arrow-sign.com

September 5, 2007





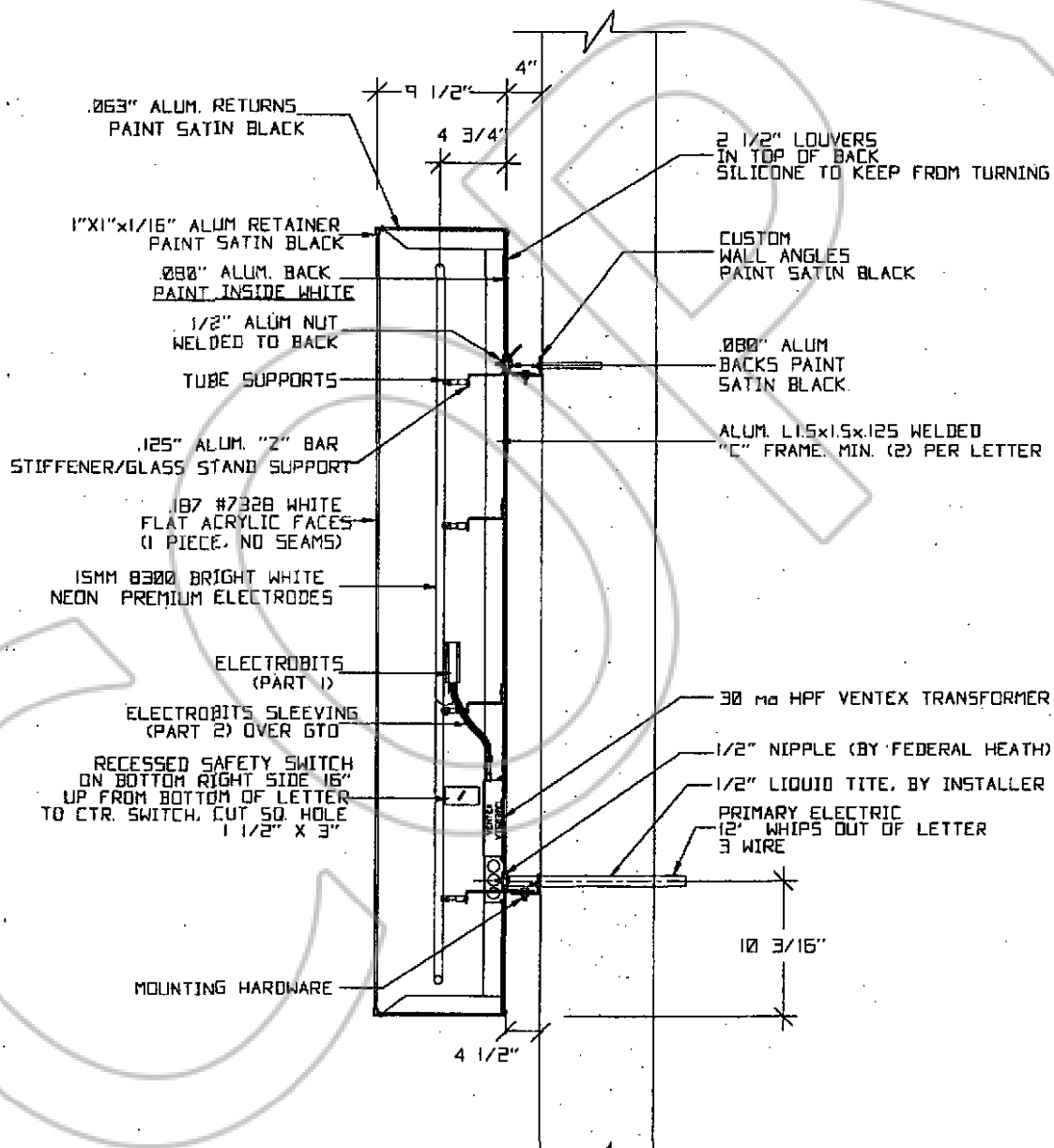
KOHL'S SIGN CRITERIA



42-105/8"

5'-7"

5'-7" LETTER SET
120 VOLT (1) 30 AMP CIRCUIT

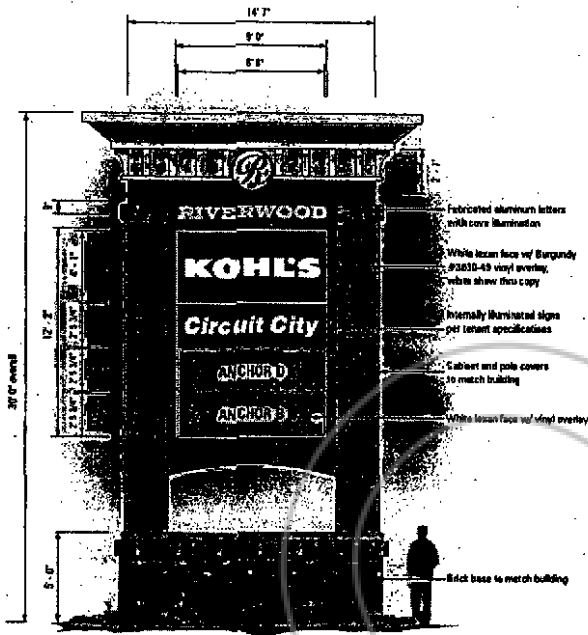


Riverwood MASTER SIGN PROGRAM

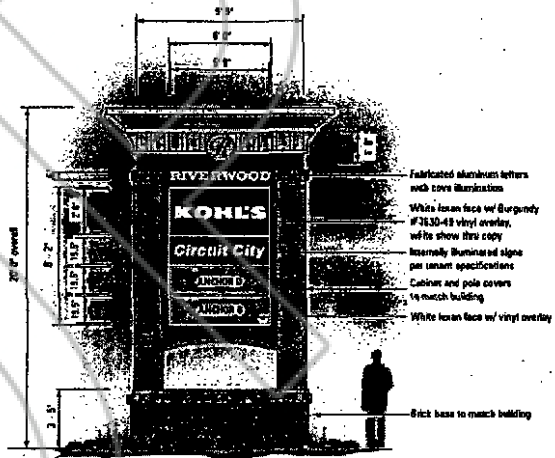
Exhibit A.2



BK-608
PG-7577

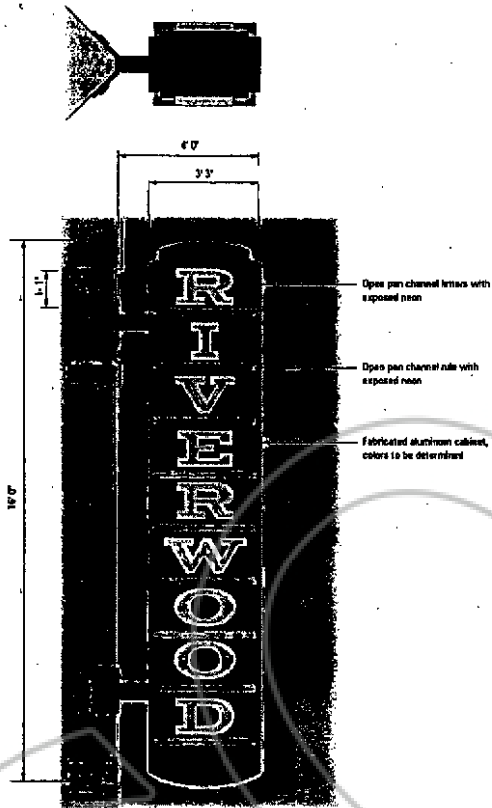


B.1 DF SIGN ELEVATION SCALE: 3/16" = 1'-0"
Sign square footage equals 125 sq. ft.

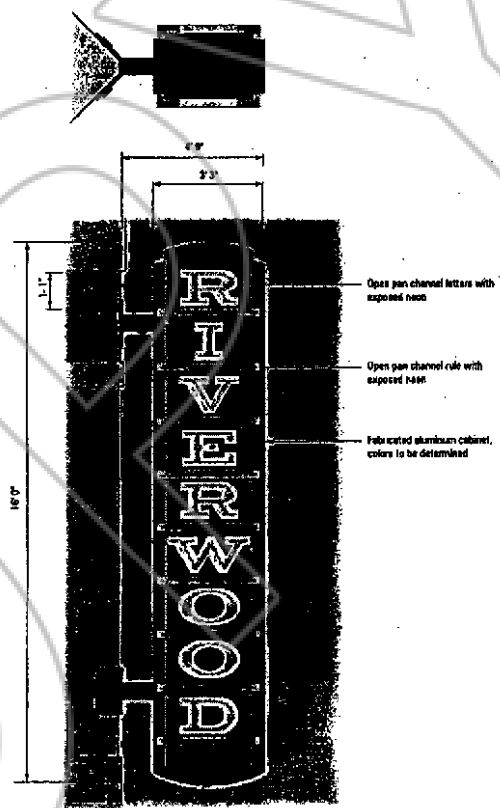


B.2 DF SIGN ELEVATION SCALE: 3/16" = 1'-0"
Sign square footage equals 52 sq. ft.





C.1 C.2 PROJECTING SIGN SCALE: 3/4" = 1'-0"



C.1 C.2 PROJECTING SIGN - OPTION SCALE: 3/4" = 1'-0"

Riverwood MASTER SIGN PROGRAM

Exhibit C.1

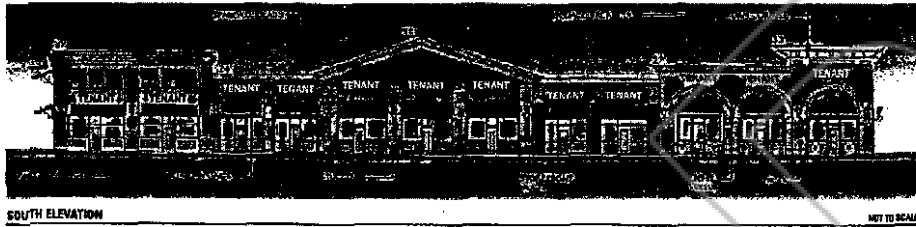


BK-608
PG-7579



D.1 SIGN ELEVATION SCALE: 3/4" = 1'-0"





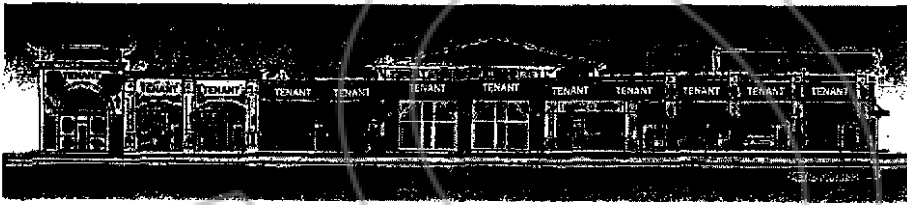
SOUTH ELEVATION

NOT TO SCALE



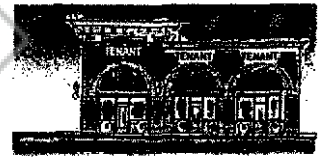
WEST ELEVATION

NOT TO SCALE



NORTH ELEVATION

NOT TO SCALE



EAST ELEVATION

NOT TO SCALE

Riverwood MASTER SIGN PROGRAM

Exhibit E.1



BK-608
PG-7581



EAST ELEVATION

NOT TO SCALE



NORTH ELEVATION

NOT TO SCALE



WEST ELEVATION

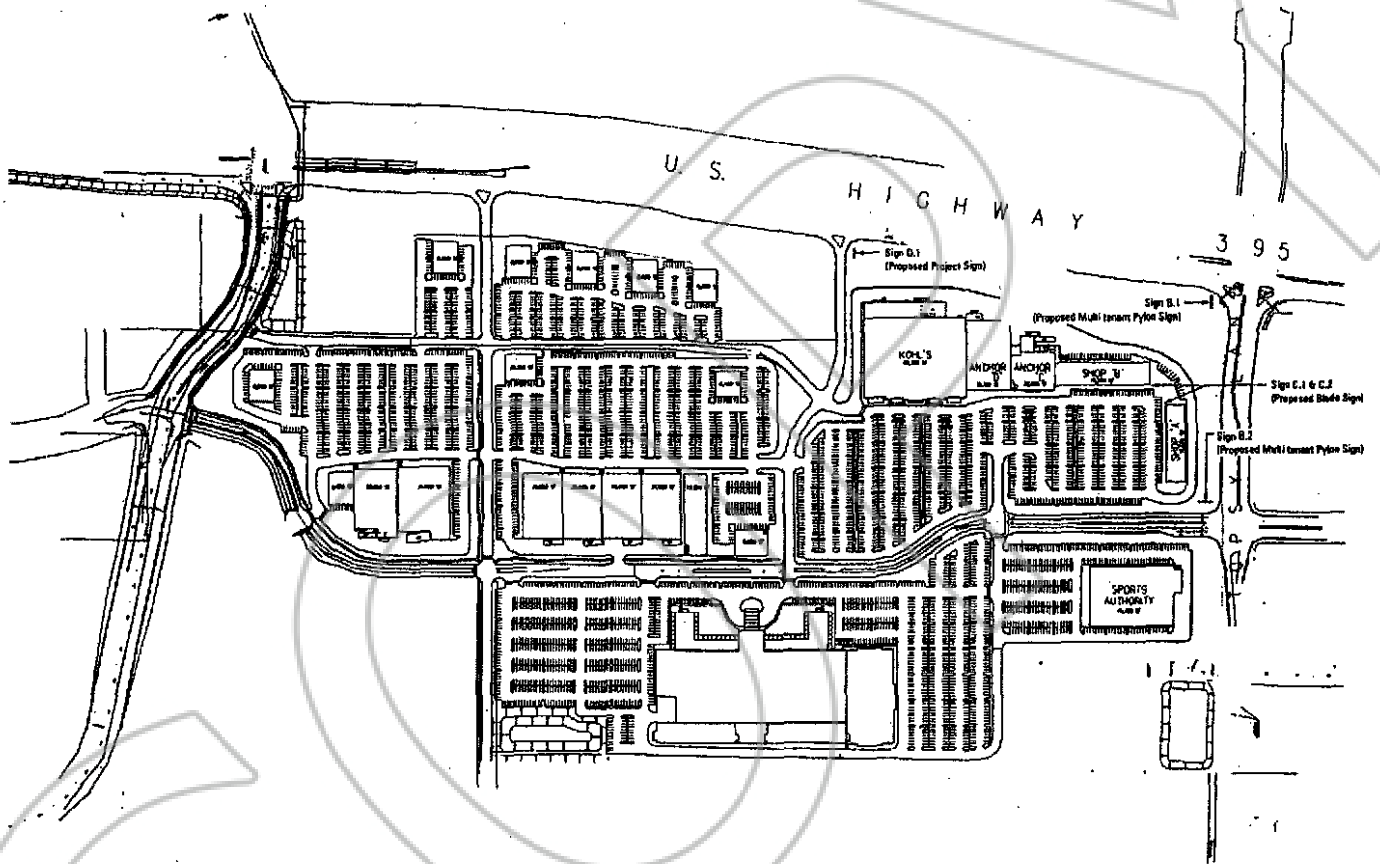
NOT TO SCALE

Riverwood MASTER SIGN PROGRAM

Exhibit E.1



BK-608
PG-7582



Riverwood MASTER SIGN PROGRAM

Site Plan



BK-608
PG-7583

Master Signage Program For Phase I only of Riverwood Douglas County, Nevada

A. Purpose and Intent

The following criteria have been established for the purpose of creating a consistent sign design program for the mutual benefit of all occupants of Phase I of Riverwood. Master Signage Program submittals for future phases of Riverwood shall be submitted as those phases are developed. The flexibility of the design is encouraged and at the same time, the overall visual harmony is maintained. Conformity with the criteria shall be enforced by the Landlord and the County of Douglas. Any nonconforming or unapproved signs shall be brought into conformity at the expense of the tenant.

B. General Criteria

1. Prior to the manufacture of any sign(s) in the center, the tenant shall submit to the Landlord for approval four (4) copies of the detailed color drawings. These drawings will include the building elevation to which the sign(s) are to be attached, sign dimensions, graphics, location, colors, lighting and method of attachment. This approval must be obtained prior to submittal to the County of Douglas.
2. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals base on aesthetics of design shall remain the sole right of the Landlord.
3. Prior to the manufacture or install of any sign, the tenant shall obtain a sign permit from the County of Douglas.
4. Each tenant shall pay all costs for its signs including manufacturing, installation, electrical, electrical control, maintenance and county permit.
5. Each tenant shall be fully responsible for and repairing damage to any surface caused by the signage on its installation.
6. Landlord reserves the right to periodically hire an independent electrical engineer, at the tenant's sole expense, to inspect the installation of all tenant's signs. Tenants will be required to have any discrepancies and/or code violations corrected at tenant's expense. Any code violations, requests for sign removals, or discrepancies not corrected within fifteen (15) days of notice, may be corrected by the Landlord at tenant's expense.
7. Tenants sign contractor shall carry workman's compensation and public liability insurance against all damages suffered or done by any and all persons and/or property while engaged in the construction or erection of signs in the amount of no less than \$1,000,000 per occurrence. Evidence of this insurance must be provided to Landlord prior to installation naming Landlord as additional insured.



C. Prohibited signs.

Prior to installation including, not limited to:

1. Temporary signs, windows signs, placards, flags, pennants and banners of any type shall be prohibited except, as otherwise previously approved by the Landlord and the County of Douglas Planning Department.
2. No animated, flashing, audible, off premise, or vehicle signs are allowed.
3. No exposed raceways, crossovers, conduits, neon tube conductors, exposed transformers are allowed.

D. Design Construction

1. All signs and their installation shall comply with all applicable county building and electrical codes and bear U.L. labels.
2. Tenant sign contractor shall completely install and connect sign display. Tenant will supply primary power to sign location with control devise.
3. All penetrations of exterior fascia to be sealed water tight and finished to match adjacent material subject to Landlord's approval.
4. All signs shall be kept in good condition, be legible, adequately repaired, maintained and painted by the tenant thereof all times. All repairs shall be equal in quantity and design to the original signs. The standards for maintenance and repair of signs shall assure that the highest visual quality is maintained at all times.
5. All exterior signs shall be secured by concealed fasteners. The fasteners shall be stainless steel, nickel-plated or equivalent material.
6. Plastic surface to be 3/16" thick as manufactured for outdoor advertising.
7. All exterior signs shall be mounted on 1/2" standoffs from building wall for proper drainage.
8. Internal illumination will be 30 or 60 MA neon or L.E.D. Installation labeled in accordance with the national board of fire underwriter's specifications.
9. All letter returns and backs shall be aluminum construction. Face, trim-cap and letter return colors to be approved by Landlord.
10. Painted logo backgrounds, registered trademark logos and copy are allowed with approval of Landlord and County of Douglas Planning Department.

E. Sign Design

1. Tenants are required to have internally illuminated letters on their fascia approved by the Landlord and County of Douglas.
2. Signs shall be designed in a manner that is not only imaginative but also a high graphic quality. In addition, the signs should be compatible with and complementary to the adjacent facades.
3. Logos and letter heights specified shall be determined by measuring the normal capital letter of type font exclusive of swashed, ascenders and descenders. See exhibit A-1 regarding the calculation of sign area.



4. Notwithstanding the maximum square footage specified for copy area allowances, signs and topography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. Signs shall be centered horizontally and vertically over each tenant space unless otherwise directed by the Landlord and approved by the County of Douglas.

F. Sign Types

1. The project is to have two (2) multi-tenant pylons 30' overall height and 125 square feet maximum. The first pylon sign to be located at the corner of 395 and Topsy Lane. The other pylon sign to be located at Topsy Lane and Riverwood Drive (see exhibits B.1 & B.2).
2. The project is to have one (1) each project monument sign. 5' overall height and 60 sq. feet to be located at entrance off 395. (exhibit D.1)
3. The project is to have two (2) 16'x 3' project identification projecting signs (see exhibit C-1 & C.2).
4. Each tenant shall install a minimum of one set of internally illuminated individual channel letters on the fascia space as directed by Landlord. Returns to be 5" deep, 3/4" trim-cap, aluminum backs and returns, 3/16" thick. Plastic faces. 30 or 60 MA neon or L.E.D. illumination, to be installed on 1/2" stand off. Primary frontage will have 1.25 square foot to linear foot of frontage. Secondary frontages may have .75 square foot to one linear foot. Third frontages may have .50 square foot to one linear foot.
Anchor tenants and stand alone parcels will have a maximum letter height of 7'-6". Shop tenants to have a maximum height of 30".
5. Window neon on a window illuminated sign cabinet may be allowed with a maximum of nine (9) square foot with Landlord's approval and as approved by the County of Douglas.
6. Typical store front vinyl lettering
 - a. Each tenant shall be permitted to place upon their glass store front on door, no more than 144 square inches of vinyl scotchall white letters. Application shall not exceed 2" in height indicating hours of operations and goods and services. The name of the business can be trade mark color.
7. Service Door Signage
 - a. Tenant shall install service door signage. Vinyl copy white 2" maximum height name of business, address and delivery hours.
8. The Landlord may erect directional signs on Riverwood Drive and other internal access drives to direct traffic to project anchors. Directional signs may be up to 15 feet high and contain sign up to 50 square feet of signage.
9. Menu boards will be allowed when necessary with 50 square foot maximum per menu. Free standing or wall mounted is allowed.
10. One (1) clearance bar is allowed per drive-thru.



G. Free Standing Signs (stand alone parcels)

1. Each stand alone parcel may be allowed one freestanding monument sign up to 15' over all height with 75 square foot of signage as approved by the Landlord and the County of Douglas

H. Banners

1. Temporary banners attached flush to the wall are allowed for grand opening purposes only. All banners must be approved by the Landlord and the County of Douglas Planning Department.



**Master Signage Program
For Phase I only of
Riverwood
Douglas County, Nevada**

A. Purpose and Intent

The following criteria have been established for the purpose of creating a consistent sign design program for the mutual benefit of all occupants of Phase I of Riverwood. Master Signage Program submittals for future phases of Riverwood shall be submitted as those phases are developed. The flexibility of the design is encouraged and at the same time, the overall visual harmony is maintained. Conformity with the criteria shall be enforced by the Landlord and the County of Douglas. Any nonconforming or unapproved signs shall be brought into conformity at the expense of the tenant.

B. General Criteria

1. Prior to the manufacture of any sign(s) in the center, the tenant shall submit to the Landlord for approval four (4) copies of the detailed color drawings. These drawings will include the building elevation to which the sign(s) are to be attached, sign dimensions, graphics, location, colors, lighting and method of attachment. This approval must be obtained prior to submittal to the County of Douglas.
2. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the Landlord.
3. Prior to the manufacture or install of any sign, the tenant shall obtain a sign permit from the County of Douglas.
4. Each tenant shall pay all costs for its signs including manufacturing, installation, electrical, electrical control, maintenance and county permit.
5. Each tenant shall be fully responsible for and repairing damage to any surface caused by the signage on its installation.
6. Landlord reserves the right to periodically hire an independent electrical engineer, at the tenant's sole expense, to inspect the installation of all tenant's signs. Tenants will be required to have any discrepancies and/or code violations corrected at tenant's expense. Any code violations, requests for sign removals, or discrepancies not corrected within fifteen (15) days of notice, may be corrected by the Landlord at tenant's expense.
7. Tenants sign contractor shall carry workman's compensation and public liability insurance against all damages suffered or done by any and all persons and/or property while engaged in the construction or erection of signs in the amount of no less than \$1,000,000 per occurrence. Evidence of this insurance must be provided to Landlord prior to installation naming Landlord as additional insured.



C. Prohibited signs.

Prior to installation including, not limited to:

1. Temporary signs, windows signs, placards, flags, pennants and banners of any type shall be prohibited except, as otherwise previously approved by the Landlord and the County of Douglas Planning Department.
2. No animated, flashing, audible, off premise, or vehicle signs are allowed.
3. No exposed raceways, crossovers, conduits, neon tube conductors, exposed transformers are allowed.

D. Design Construction

1. All signs and their installation shall comply with all applicable county building and electrical codes and bear U.L. labels.
2. Tenant sign contractor shall completely install and connect sign display. Tenant will supply primary power to sign location with control devise.
3. All penetrations of exterior fascia to be sealed water tight and finished to match adjacent material subject to Landlord's approval.
4. All signs shall be kept in good condition, be legible, adequately repaired, maintained and painted by the tenant thereof all times. All repairs shall be equal in quantity and design to the original signs. The standards for maintenance and repair of signs shall assure that the highest visual quality is maintained at all times.
5. All exterior signs shall be secured by concealed fasteners. The fasteners shall be stainless steel, nickel- plated or equivalent material.
6. Plastic surface to be 3/16" thick as manufactured for outdoor advertising.
7. All exterior signs shall be mounted on 1/2" standoffs from building wall for proper drainage.
8. Internal illumination will be 30 or 60 MA neon or L.E.D. Installation labeled in accordance with the national board of fire underwriter's specifications.
9. All letter returns and backs shall be aluminum construction. Face, trim-cap and letter return colors to be approved by Landlord.
10. Painted logo backgrounds, registered trademark logos and copy are allowed with approval of Landlord and County of Douglas Planning Department.

E. Sign Design

1. Tenants are required to have internally illuminated letters on their fascia approved by the Landlord and County of Douglas.
2. Signs shall be designed in a manner that is not only imaginative but also a high graphic quality. In addition, the signs should be compatible with and complementary to the adjacent facades.
3. Logos and letter heights specified shall be determined by measuring the normal capital letter of type font exclusive of swashed, ascenders and descenders. See exhibit A-1 regarding the calculation of sign area.



4. Notwithstanding the maximum square footage specified for copy area allowances, signs and topography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. Signs shall be centered horizontally and vertically over each tenant space unless otherwise directed by the Landlord and approved by the County of Douglas.

F. Sign Types

1. The project is to have two (2) multi-tenant pylons 30' overall height and 125 square feet maximum. The first pylon sign to be located at the corner of 395 and Topsy Lane. The other pylon sign to be located at Topsy Lane and Riverwood Drive (see exhibits B.1 & B.2).
2. The project is to have one (1) each project monument sign. 5' overall height and 60 sq. feet to be located at entrance off 395. (exhibit D.1)
3. The project is to have two (2) 16'x 3' project identification projecting signs (see exhibit C-1 & C.2).
4. Each tenant shall install a minimum of one set of internally illuminated individual channel letters on the fascia space as directed by Landlord. Returns to be 5" deep, 3/4" trim-cap, aluminum backs and returns, 3/16" thick. Plastic faces. 30 or 60 MA neon or L.E.D. illumination, to be installed on 1/2" stand off. Primary frontage will have 1.25 square foot to linear foot of frontage. Secondary frontages may have .75 square foot to one linear foot. Third frontages may have .50 square foot to one linear foot.
Anchor tenants and stand alone parcels will have a maximum letter height of 7'-6". Shop tenants to have a maximum height of 30".
5. Window neon on a window illuminated sign cabinet may be allowed with a maximum of nine (9) square foot with Landlord's approval and as approved by the County of Douglas.
6. Typical store front vinyl lettering
 - a. Each tenant shall be permitted to place upon their glass store front on door, no more than 144 square inches of vinyl scotch white letters. Application shall not exceed 2" in height indicating hours of operations and goods and services. The name of the business can be trade mark color.
7. Service Door Signage
 - a. Tenant shall install service door signage. Vinyl copy white 2" maximum height name of business, address and delivery hours.
8. The Landlord may erect directional signs on Riverwood Drive and other internal access drives to direct traffic to project anchors. Directional signs may be up to 15 feet high and contain sign up to 50 square feet of signage.
9. Menu boards will be allowed when necessary with 50 square foot maximum per menu. Free standing or wall mounted is allowed.
10. One (1) clearance bar is allowed per drive-thru.



G. Free Standing Signs (stand alone parcels)

1. Each stand alone parcel may be allowed one freestanding monument sign up to 15' over all height with 75 square foot of signage as approved by the Landlord and the County of Douglas

H. Banners

1. Temporary banners attached flush to the wall are allowed for grand opening purposes only. All banners must be approved by the Landlord and the County of Douglas Planning Department.

