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

Riverwood Partners, LLC  
P.O. Box 19609  
Reno, Nevada 89511  
Attention: Jay Timon

**RECIPROCAL EASEMENT AGREEMENT  
BETWEEN  
KOHL'S DEPARTMENT STORES, INC.;  
RIVERWOOD PARTNERS, LLC;  
RIVERWOOD REDEVELOPMENT, LLC;  
AND  
MAX BAER PRODUCTIONS, LTD.**

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**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
- A-5 LEGAL DESCRIPTION OF THE CASINO TRACT
- A-6 LEGAL DESCRIPTION OF THE DETENTION TRACTS
- A-7 LEGAL DESCRIPTION OF THE LANDMARK SIGN TRACT
- B SITE PLAN
- C DEPICTION OF PERIMETER AREA IMPROVEMENTS

COPY



**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of May 29<sup>th</sup>, 2008, by and between KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Kohl's"), RIVERWOOD PARTNERS, LLC, a Nevada limited liability company ("Developer"), RIVERWOOD REDEVELOPMENT, LLC, a Nevada limited liability company ("RRL") and MAX BAER PRODUCTIONS LTD., a California corporation ("MAX BAER").

**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. 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.

E. Max Baer is the owner of a certain tract of land legally described in EXHIBIT A-5 attached hereto and made a part hereof and identified as the "Casino Tract" on the Site Plan.

F. Developer is the owner of those certain tracts of land legally described in EXHIBIT A-6 attached hereto and made a part hereof and identified as the "Northern Detention Tract" and the "Southern Detention Tract" on the Site Plan (collectively, the "Detention Tracts").

G. Developer is the owner of a certain tract of land legally described in EXHIBIT A-7 attached hereto and made a part hereof and identified as the "Landmark Sign Tract" on the Site Plan.

H. The Kohl's Tract, the Developer Tract, the RRL Tract, the Mike & Dink Tract, the Casino Tract, the Detention Tracts and the Landmark Sign Tract (collectively, the "Land") are located at the southeast corner of the intersection of US 395 and Topsy Lane, in the County of Douglas, State of Nevada.

E. Pursuant to a certain Ground Lease dated MAY 29<sup>th</sup>, 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, Developer, RRL and Max Baer 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, one Approving Owner representing the Mike & Dink Tract and one Approving Owner representing the Casino 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, Developer shall be the initial Approving Owner for the Mike & Dink Tract, and Max Baer shall be the initial Approving Owner for the Casino Tract. Each Approving Owner shall have the right to assign its position as Approving Owner pursuant to Section 8.1.

1.3 **Building.** "Building" shall mean any permanently enclosed structure placed, constructed or located on a Tract, which for the purpose of this Agreement shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions. With respect to the Casino Tract, amphitheaters, arenas and similar performance spaces shall be considered "Buildings" for the purposes of this Agreement, whether or not permanently enclosed.

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

1.5 **Common Area.** "Common Area" shall mean all areas within the Land, exclusive of Buildings. "Common Area" shall specifically include those improvements depicted on Exhibit C attached hereto as the "Phase 1 Perimeter Improvements" and the "Phase 2 Perimeter Improvements"; provided, however, if Riverwood Drive (as same is identified on the Site Plan attached hereto as Exhibit B) is dedicated such that it is maintained by a government entity, it shall be excluded from Common Area.

1.6 **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;
- and
- (e) seasonal use facilities located on the Casino Tract.

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.

1.7 **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.

1.8 **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.

1.9 **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.

1.10 **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 located on the Land under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

1.11 **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 Land 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.

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

1.13 **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.

1.14 **Phase 1 Perimeter Improvements.** "Phase 1 Perimeter Improvements" shall mean those certain Common Area improvements including roads, landscape areas, berms and the Northern Detention Tract, all as depicted on Exhibit C attached hereto.

1.15 **Phase 2 Perimeter Improvements.** "Phase 2 Perimeter Improvements" shall mean those certain Common Area improvements including roads, landscape areas, berms and the Southern Detention Tract, all as depicted on Exhibit C attached hereto.

1.16 **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.

1.17 **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.

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

1.19 **Utility Lines.** "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 all Owners of the Land in common.





## ARTICLE 2

### EASEMENTS

2.1 **Riverwood Drive**. The Owner of the Developer Tract, as grantor, hereby grants to each other Owner, as grantee, for the use of the other and for the use of the other's Permittees, perpetual non-exclusive easements over, across, and upon "Riverwood Drive" (as same is depicted on the Site Plan) for the passage and accommodation of pedestrians and vehicles. Additionally, the Owner of the Mike & Dink Tract, as grantor, hereby grants to each other Owner, as grantee, for the use of the other and for the use of the other's Permittees, perpetual non-exclusive easements over, across, and upon that portion of the Mike & Dink Tract identified as "Future Riverwood Drive" on the Site Plan to reserve such property for the future construction of a road connecting Riverwood Drive (as shown on the Site Plan) to North Sunridge Drive, and once such road is constructed, for the passage and accommodation of pedestrians and vehicles.

2.2 **Utility Lines**. 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 under, through and across the Common Area of the grantor's Tract(s) for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of Utility Lines, subject to the written approval of the granting Owner as to the location of such Utility Lines. All such Utility Lines shall be installed and maintained by the grantee Owner below the ground level or surface of such easements, except that fire hydrants, ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service or which have been approved by the Approving Owners shall be permitted. The terms and provisions of this Section 2.2 shall survive the expiration or earlier termination of this Agreement.

2.3 **Signs**. During the term of this Agreement, each Owner, as grantor, hereby grants to the owner of the Casino Tract 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 "Landmark Sign" (as identified on the Site Plan) and any utility lines appurtenant thereto. The terms and provisions of this Section 2.3 shall survive the expiration or earlier termination of this Agreement.

2.4 **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, provided, however, that 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. The terms and provisions of this Section 2.4 shall survive the expiration or earlier termination of this Agreement.

2.5 **Northern Detention Tract**. The Owner of the Northern Detention Tract, as grantor, hereby grants to each other Owner, as grantee, the perpetual right and easement to discharge surface storm water drainage and/or runoff from the grantee's Tract. The terms and



provisions of this Section 2.5 shall survive the expiration or earlier termination of this Agreement. The Owner of the Northern Detention Tract shall have the right to relocate the Northern Detention Tract and to change the use thereof through substitution of replacement detention deemed adequate by licensed civil engineers.

2.6 **Southern Detention Tract.** The Owner of the Southern Detention Tract, as grantor, hereby grants to each other Owner, as grantee, the perpetual right and easement to discharge surface storm water drainage and/or runoff from the grantee's Tract. The terms and provisions of this Section 2.6 shall survive the expiration or earlier termination of this Agreement. The Owner of the Southern Detention Tract shall have the right to relocate the Southern Detention Tract and to change the use thereof.

2.7 **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 Land; 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.

2.8 **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 Land is located.

### **ARTICLE 3**

#### **OPERATION**

3.1 **Landmark Sign Tract.** The Owner of the Landmark Sign Tract shall, at its sole cost and expense, maintain, or cause to be maintained, the Landmark Sign Tract and the Landmark Sign in a safe and attractive condition, in compliance with Governmental Regulations and in a good state of repair. In no event shall the Landmark Sign display pornographic images. The Owner of the Landmark Sign Tract shall have the right to select from time to time a person or persons other than itself to operate and maintain the Landmark Sign Tract and/or the Landmark Sign, provided that such selection shall not diminish the Owner of the Landmark Sign Tract's obligations to maintain and operate the Landmark Sign Tract and the Landmark Sign.

#### 3.2 **Operation of Common Area**

(a) **Phase 1 Perimeter Improvements and Phase 2 Perimeter Improvements.** Subject to Sections 3.2(c) and 3.2 (e) below, Developer shall maintain, or cause to be maintained, the Phase 1 Perimeter Improvements and the Phase 2 Perimeter Improvements in a safe and attractive condition, in compliance with Governmental



Regulations and in a good state of repair. Developer shall have the right to select from time to time a person or persons other than itself to operate and maintain the Phase 1 Perimeter Improvements and/or Phase 2 Perimeter Improvements, provided that such selection shall not diminish the Developer's obligations to maintain and operate the Phase 1 Perimeter Improvements and Phase 2 Perimeter Improvements.

(b) Shared Phase 1 Perimeter Improvements Maintenance Costs. The term "Shared Phase 1 Common Area Improvement Maintenance Costs", as used in this Agreement, shall mean all costs and expenses incurred by the Developer in operating, managing, policing, insuring, repairing and maintaining the Phase 1 Perimeter Improvements. Shared Phase 1 Common Area Improvement Maintenance Costs shall include, without limitation, the following: Expenses for maintenance, landscaping, resurfacing, repairs, replacements, lighting, cleaning, trash removal, security (if any), fire protection and similar items; depreciation or rental on equipment; charges, surcharges and other levies related to the requirements of any Federal, state or local governmental agency; comprehensive or commercial general liability insurance on the Phase 1 Perimeter Improvements; standard "all risks" fire and extended coverage insurance with, at the Developer's option, an earthquake damage endorsement covering the Phase 1 Perimeter Improvements; costs of management of the Phase 1 Perimeter Improvements (whether such management services are provided by the Developer or a third party contractor); and a sum (the "Supervision Fee") payable to Developer for administration and overhead in an amount equal to ten percent (10%) of the Shared Phase 1 Common Area Improvement Maintenance Costs. Shared Phase 1 Common Area Improvement Maintenance Costs shall specifically include reasonable capital expenditures for the replacement of items located on or about the Phase 1 Perimeter Improvements; provided, however, the cost of capital expenditures for replacing items located on or about the Phase 1 Perimeter Improvements shall be amortized over the useful life of the item being replaced.

(c) Proration of Shared Phase 1 Common Area Improvement Maintenance Costs. The Shared Phase 1 Common Area Improvement Maintenance Costs shall be prorated in the following manner:

(i) During the term of this Agreement, the Owner of the Kohl's Tract, the Owner of the RRL Tract, and the Owner of the Casino Tract shall each pay to Developer, on the first (1st) day of each calendar month, an amount estimated by Developer to be the monthly amount of the respective Owners' pro rata share of the Shared Phase 1 Common Area Improvement Maintenance Costs which amount shall be provided to each Owner on or before October 1 of the year proceeding the calendar year in which the estimated payments are to be made. The estimated monthly charge may be adjusted annually on October 1 to apply beginning on the following calendar year by the Developer on the basis of Developer's reasonably anticipated costs. Notwithstanding anything to the contrary contained in the foregoing, if there are no businesses operating on the Mike & Dink Tract, then Mike & Dink shall not be obligated to contribute to the Shared Phase 1 Common Area Improvement Maintenance Costs. In the event businesses are operating from the Mike & Dink Tract and Future Riverwood



Drive has not been constructed within three (3) years of the date of this Agreement, the Owner of the Mike & Dink Tract shall pay its pro rata share of the portion of the Shared Phase 1 Common Area Improvement Maintenance Costs related to the maintenance of Riverwood Drive.

(ii) Following the end of each calendar year Developer shall furnish to each other Owner a statement covering the calendar year just expired, showing by cost category the actual Shared Phase 1 Common Area Improvement Maintenance Costs for that year, the amount of each Owner's respective pro rata share of the Shared Phase 1 Common Area Improvement Maintenance Costs for that year, and the monthly payments made by the respective Owner during that year for the Shared Phase 1 Common Area Improvement Maintenance Costs. If any Owner's share of the Shared Phase 1 Common Area Improvement Maintenance Costs exceeds such Owner's prior payments, such Owner shall pay to the Developer the deficiency within ten (10) days after receipt of such annual statement. If any Owner's prior payments for the calendar year exceeds such Owner's actual share of the Shared Phase 1 Common Area Improvement Maintenance Costs, such Owner may offset the excess against payments of Shared Phase 1 Common Area Improvement Maintenance Costs next due the Developer. An appropriate proration of each Owner's share of the Shared Phase 1 Common Area Improvement Maintenance Costs as of the expiration date of this Agreement shall be made.

(iii) Each Owner's respective pro rata share of the Shared Phase 1 Common Area Improvement Maintenance Costs shall be determined by multiplying the shared Phase 1 Common Area Improvement Maintenance Costs by a fraction, the numerator of which is the number of square feet of land area within the applicable Owner's Tract and the denominator of which is the total number of square feet of land area in the Developer Tract, the Kohl's Tract, the RRL Tract, and the Casino Tract; provided, however, that the Owner of the Casino Tract shall be deemed to own 15 acres for the purposes of this Section 3.2(c)(iii) only.

(d) Shared Phase 2 Common Area Improvement Maintenance Costs. The term "Shared Phase 2 Common Area Improvement Maintenance Costs", as used in this Agreement, shall mean all costs and expenses incurred by the Developer in operating, managing, policing, insuring, repairing and maintaining the Phase 2 Perimeter Improvements. Shared Phase 2 Common Area Improvement Maintenance Costs shall include, without limitation, the following: Expenses for maintenance, landscaping, resurfacing, repairs, replacements, lighting, cleaning, trash removal, security, fire protection and similar items; depreciation or rental on equipment; charges, surcharges and other levies related to the requirements of any Federal, state or local governmental agency; comprehensive or commercial general liability insurance on the Phase 2 Perimeter Improvements; standard "all risks" fire and extended coverage insurance with, at the Developer's option, an earthquake damage endorsement covering the Phase 2 Perimeter Improvements; costs of management of the Phase 2 Perimeter Improvements (whether such management services are provided by Developer or a third party





contractor); and a sum (the "Supervision Fee") payable to Developer for administration and overhead in an amount equal to ten percent (10%) of the Shared Phase 2 Common Area Improvement Maintenance Costs. Shared Phase 2 Common Area Improvement Maintenance Costs shall specifically include reasonable capital expenditures for the replacement of items located on or about the Phase 2 Perimeter Improvements; provided, however, the cost of capital expenditures for replacing items located on or about the Phase 2 Perimeter Improvements shall be amortized over the useful life of the item being replaced.

(e) Proration of Shared Phase 2 Common Area Improvement Maintenance Costs. The Shared Phase 2 Common Area Improvement Maintenance Costs shall be prorated in the following manner:

(i) During the term of this Agreement, the Owner of the Mike & Dink Tract and the Owner of the Casino Tract shall each pay to Developer, on the first (1st) day of each calendar month, an amount estimated by Developer to be the monthly amount of the respective Owners' pro rata share of the Shared Phase 2 Common Area Improvement Maintenance Costs. The estimated monthly charge may be adjusted periodically by the Developer on the basis of Developer's reasonably anticipated costs.

(ii) Following the end of each calendar year or, at Developer's option, its fiscal year, Developer shall furnish to each other Owner a statement covering the calendar or fiscal year (as the case may be) just expired, showing by cost category the actual Shared Phase 2 Common Area Improvement Maintenance Costs for that year, the total land area attributable to each Owner, the amount of each Owner's respective share of the Shared Phase 2 Common Area Improvement Maintenance Costs for that year, and the monthly payments made by the respective Owner during that year for the Shared Phase 2 Common Area Improvement Maintenance Costs. If any Owner's share of the Shared Phase 2 Common Area Improvement Maintenance Costs exceeds such Owner's prior payments, such Owner shall pay to Developer the deficiency within ten (10) days after receipt of such annual statement. If any Owner's prior payments for the calendar year exceeds such Owner's actual share of the Shared Phase 2 Common Area Improvement Maintenance Costs, such Owner may offset the excess against payments of Shared Phase 2 Common Area Improvement Maintenance Costs next due the Developer. An appropriate proration of each Owner's share of the Shared Phase 2 Common Area Improvement Maintenance Costs as of the expiration date of this Agreement shall be made.

(iii) Each Owner's respective share of the Shared Phase 2 Common Area Improvement Maintenance Costs shall be determined by multiplying the Shared Phase 2 Common Area Improvement Maintenance Costs by a fraction, the numerator of which is the number of square feet of land area within the applicable Owner's Tract and the denominator of which is the total number of square feet of land area in the Mike & Dink Tract and the Casino Tract; provided, however, that



the Owner of the Casino Tract shall be deemed to own 6.4 acres for the purposes of this Section 3.2(e)(iii) only.

(f) Developer shall keep a complete set of books and records of the Shared Phase 1 Common Area Improvement Maintenance Costs and the Shared Phase 2 Common Area Improvement Maintenance Costs in accordance with generally accepted accounting principles and the terms of this Section. An Owner (and such Owner's authorized employees, representatives, accountants and consultants) may, upon not less than ten days' prior written notice to the Developer, inspect the Developer's records of the Shared Phase 1 Common Area Improvement Maintenance Costs and the Shared Phase 2 Common Area Improvement Maintenance Costs at the location where the Developer's books and records are kept at any time during reasonable business hours within three (3) years after the Owner's receipt of the annual statement for the applicable calendar year. During the performance of any such inspection, the Owner making such inspection shall not unreasonably interfere with the Developer's business. If said inspection reveals an overpayment of the Shared Phase 1 Common Area Improvement Maintenance Costs or the Shared Phase 2 Common Area Improvement Maintenance Costs, as applicable, the Developer shall pay to the Owner its pro rata share of any such overpayment within thirty (30) days after receipt of the completed audit report. If said inspection reveals that the Developer misstated the Shared Phase 1 Common Area Improvement Maintenance Costs or the Shared Phase 2 Common Area Improvement Maintenance Costs by more than five percent (5%), then the Developer shall reimburse the Owner making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of the completed audit report.

#### ARTICLE 4

#### RESTRICTIONS ON USE

4.1 Restrictions Applicable to the Kohl's Tract, Developer Tract, RRL Tract, Mike & Dink Tract, Detention Tracts and Landmark Sign Tract. The following restriction shall apply to the Kohl's Tract, Developer Tract, RRL Tract, Mike & Dink Tract, Detention Tracts and Landmark Sign Tract: for so long as a large format casino or other similar gambling facility or operation operates on the Casino Tract, no portion of the Kohl's Tract, Developer Tract, RRL Tract, Mike & Dink Tract, Detention Tracts or the Landmark Sign Tract shall be used for the operation of a large format casino or similar other large scale gambling facility or operation. Except for the Casino Tract, this restriction prohibits the operation of off-track or sports betting parlors, table games such as black-jack or poker, or the use of slot machines, video gambling machines and similar devices. The foregoing restriction shall not prohibit: The foregoing restriction shall not prohibit: (i) an Occupant who operates primarily as a grocery store, a supermarket, a pharmacy or a convenience store within the Mike & Dink Tract, the Pad Tract and/or the Anchor B Tract from the use of fifteen (15) or fewer slot machines, video gambling machines and/or similar devices under a restricted gaming license, or (ii) an Occupant who operates primarily as (a) a bar, tavern, restaurant ("Food/Bar Outlet") or (b) any 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 (an "Alcohol/Food User") within the Mike & Dink Tract, the Anchor B Tract and/or the Pad Tract from engaging in incidental gaming activities consented to in advance by the Owner of the Casino Tract which consent shall be in the sole discretion of the Owner of the Casino Tract, or (iii) an Occupant, other than a Food/Bar Outlet and/or an Alcohol/Food user, within the Mike & Dink Tract, the Anchor B Tract and/or the Pad Tract from engaging in incidental gaming activities consented to in advance by the Owner of the Casino Tract, which consent shall not be unreasonably withheld, conditioned or delayed.

The restrictions set forth in this Section 4.1 above shall automatically terminate without notice if (1) a large format casino fails to open for business to the public within sixty (60) months following the date first written above from the Casino Tract, or (2) following the opening of a large format casino from the Casino Tract, such casino ceases to operate its business for a period of eighteen (18) months, excepting closures for reasonable periods of time for holidays, remodeling (not to exceed thirty [30] days every calendar year), closures due to rebuilding and repair after casualty and closures due to force majeure which prevent the casino from operating its business.

4.2 **Restrictions Applicable to the Casino Tract.** The following restriction shall apply to the Casino Tract and Landmark Sign Tract: no portion of the Casino Tract or the Landmark Sign Tract shall be used for any business consisting of more than fifty thousand (50,000) square feet of Floor Area of which more than thirty-five (35%) of the Floor Area of such business is devoted to the sale of apparel. For purposes of the foregoing restriction, one-half (1/2) 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 this Section 4.2 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 at any time thereafter 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.

4.3 **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 5

### DEFAULT

5.1 **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 an express written 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.

5.2 **Right to Cure.**

(a) With respect to any default under Section 5.1, 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 5.1(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 5.1(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 5.2; provided the Curing Owner provides the Defaulting Owner with an express 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; provided, however, that no Curing Owner shall have a right to enter



any part of the Casino Tract on which security equipment or a vault is located without express written approval from the Owner of the Casino Tract as to such area of the Casino Tract.

(d) As used in this Section 5.2, the term "Curing Owner" shall refer to an Approving Owner that issued a notice of default pursuant to Section 5.2 hereof.

**5.3 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 Land 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.

**5.4 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 6**

**LIEN FOR EXPENSES**

**6.1 Effectiveness of Lien.** The liens provided for in Section 5.2 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 Land 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 Land 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.

6.2 **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 7

### CASUALTY AND EMINENT DOMAIN

7.1 **Damage to Common Area Improvements** ~~Damage to Phase 1 Perimeter Improvements.~~ If the Phase 1 Perimeter Improvements are damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Agreement, Developer shall repair or restore the Phase 1 Perimeter Improvements with all due diligence. Immediately following receipt of reasonable written evidence of same, the Owner of the Kohl's Tract, the Owner of the Casino Tract and the Owner of the RRL Tract shall each pay to the Developer such Owner's respective pro rata share of the costs to repair or restore same; provided, however, that to the extent Developer receives insurance proceeds as a result of such damage, such proceeds shall be applied to the total amount of costs required to repair or restore same. Such Owner's respective pro rata share shall be determined by multiplying the total costs incurred by Developer in connection with repair or replacement of the Phase 1 Perimeter Improvements by a fraction, the numerator of which is the number of square feet of land area within the



applicable Owner's Tract and the denominator of which is the number of square feet of total land area in the Developer Tract, the Kohl's Tract, the RRL Tract and the Casino Tract; provided, however, that the Owner of the Casino Tract shall be deemed to own 15 acres for the purposes of this Section 7.1(a) only. If such damage or destruction of the Phase 1 Perimeter Improvements is caused wholly by the negligent or willful act of another Owner, Occupant or third Person, Developer reserves and retains the right to proceed against such other Owner or third Person for indemnity, contribution or damages.

(b) If the Phase 2 Perimeter Improvements are damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Agreement, Developer shall repair or restore the Phase 2 Perimeter Improvements with all due diligence. Immediately following receipt of reasonable written evidence of same, the Owner of Mike & Dink Tract and the Owner of the Casino Tract shall each pay to Developer such Owner's respective pro rata share of the costs to repair or restore same; provided, however, that to the extent Developer receives insurance proceeds as a result of such damage, such proceeds shall be applied to the total amount of costs required to repair or restore same. Such Owner's respective pro rata share shall be determined by multiplying the total costs incurred by the Developer in connection with repair or replacement of the Phase 2 Perimeter Improvements by a fraction, the numerator of which is the number of square feet of land area within the applicable Owner's Tract and the denominator of which is the total number of square feet of land area in the Mike & Dink Tract and the Casino Tract; provided, however, that the Owner of the Casino Tract shall be deemed to own 6.4 acres for the purposes of this Section 7.1(b) only. If such damage or destruction of the Phase 2 Perimeter Improvements is caused wholly by the negligent or willful act of another Owner, Occupant or third Person, Developer reserves and retains the right to proceed against such other Owner or third Person for indemnity, contribution or damages.

**7.2 Damage to Landmark Sign.** If the Landmark Sign (as depicted on the Site Plan) is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Agreement, the Owner of the Casino Tract shall repair or restore the Landmark Sign with all due diligence. If such damage or destruction of the Landmark Sign is caused wholly by the negligent or willful act of another Owner, Occupant or third Person, the Owner of the Casino Tract reserves and retains the right to proceed against such other Owner or third Person for indemnity, contribution or damages.

**7.3 Condemnation.** In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Land, that portion of the award attributable to the value of the interest in the Tract so taken shall be payable to the Owner of such Tract and no claim thereon shall be made by any other Owner of any part of the Land; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim shall reduce the award to the Owner of the condemned Tract. The Owner of any portion of the Common Areas on a Tract so condemned shall promptly repair and restore the remaining portion of the Common Areas located on such Owner's Tract (including reestablishing any common utility facilities) as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds



of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner.

## ARTICLE 8

### BINDING EFFECT

8.1 **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 Kohl's Tract, the RRL Tract, the Mike & Dink Tract, or the Casino 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.

8.2 **Limitation on Release.**

(a) Subject to the provisions of Section 9.20, each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Land 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 Land, (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 Land prior to receipt of the notice of the transfer or which is placed on the transferred portion of the Land after receipt of the





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

8.3 **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 Approving 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 9**

### **MISCELLANEOUS**

9.1 **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.

9.2 **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Land 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.

9.3 **Duration.** The covenants, conditions and restrictions contained in this Agreement shall be perpetual and shall run with the land and shall be binding upon each and all of the parties (and upon all persons claiming under them) in perpetuity. Notwithstanding the foregoing, the use restrictions set forth in Article 4 above shall run with the land and be binding upon each and all of the parties (and upon all persons claiming under them) for a period sixty-five (65) years from the date hereof. Further notwithstanding the foregoing, the easements referred to in Article 2 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 Land.

9.4 **Modification and Termination.** Notwithstanding the provisions of Section 9.5 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; 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.

9.5 **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 fifteen (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.

9.6 **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.





9.7 **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.

9.8 **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 Land 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:

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

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



Max Baer: Max Baer Productions Ltd.  
c/o Kolesar & Leatham, Chtd.  
3320 West Sahara Avenue, Suite 380  
Las Vegas, NV 89102  
Attention: Elliott R. Eisner, Esq.  
Facsimile Number: (702) 362-9472

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.

9.9 **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.

9.10 **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.

9.11 **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.

9.12 **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.



9.13 **Interpretation.** 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.

9.14 **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.

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

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

9.17 **Mortgage 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.

9.18 **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.

9.19 **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.

9.20 **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 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 4.3;

(c) 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 representation or warranty made by such Owner in this Agreement.

**9.21 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.

**9.22 Indemnification by Owners.** 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 9.22 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 Land is located.



9.23 **Enforceability.** If the remedy described in Section 5.2(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













IN WITNESS WHEREOF, Kohl's, Developer, RRL, Mike & Dink and Max Baer have caused this Agreement to be executed effective as of the day and year first above written.

MAX BAER PRODUCTIONS, LTD.,  
a California corporation

By: Max Baer  
Name: MAX BAER  
Title: Pres

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

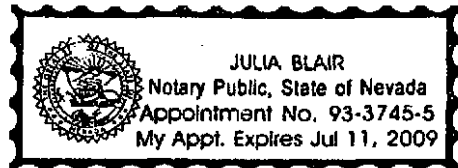
STATE OF NEVADA  
COUNTY OF Douglas, SS.

I, Julia Blair, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Max Baer, personally known to me to be the President of Max Baer Productions, Ltd., a California corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument of writing as such \_\_\_\_\_, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3rd day of April, 2008.

Julia Blair  
Notary Public

My Commission Expires: 7/11/09





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

} **SS.**

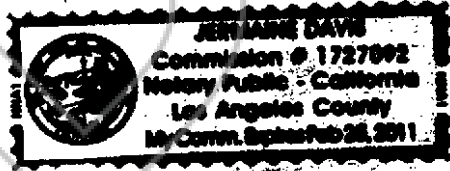
On 4.1.08 before me, Jermaine Davis, Notary Public  
DATE Name, Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Roger Camras  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Jermaine Davis  
Signature Of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the data is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: Reciprocal Easement Agreement

Document Date: 4.1.08 Number of Pages: Pg. 27

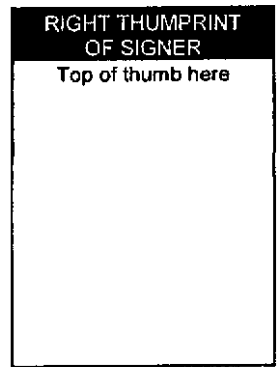
Signer(s) Other Than Named Above: N/A.

**CAPACITY(IES) CLAIMED BY SIGNER**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partnership -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

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



STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Max Baer Productions, Ltd., a California corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument of writing as such \_\_\_\_\_, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





**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;



**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

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



BK-608  
PG-7628

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF THE DEVELOPER TRACT**

**(see attached)**

COPY



**EXHIBIT "A-2"**  
**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;



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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;



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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.**

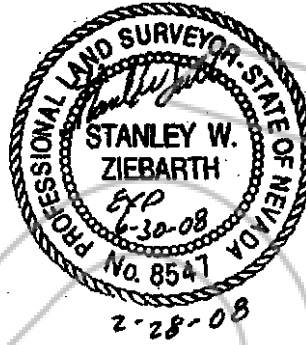


**SURVEYOR'S CERTIFICATE**

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



COOPER



TOPSY LN.  
(PER DOC NO. 631478)  
433.93' 1.6 C9 C10 S89°09'01"E 407.29'

U.S. HIGHWAY 395

RDA PARCEL  
4.80± ACRES



LINE	BEARING	LENGTH
L1	N 86°58'25" E	89.13'
L2	S 90°00'00" W	42.00'
L3	N 45°03'07" W	29.17'
L4	S 44°56'53" W	39.83'
L5	S 24°59'08" W	67.68'
L6	S 89°08'06" E	101.48'
L7	S 00°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°18'02" W	38.28'
L13	S 36°36'20" E	119.18'
L14	S 00°00'00" W	87.32'
L15	S 90°00'00" W	37.00'
L16	N 00°00'00" E	38.96'
L17	N 90°00'00" W	36.50'
L18	S 00°00'00" E	35.05'
L19	N 89°28'17" W	233.63'
L20	S 00°00'00" E	5.78'
L21	S 09°08'08" E	29.44'
L22	N 90°00'00" W	279.20'
L23	N 08°32'03" E	279.36'
L24	S 89°44'07" E	68.45'
L25	N 18°52'00" E	42.67'

CURVE	DELTA	RADIUS	LENGTH
C1	90°29'08"	18.50	29.02
C2	44°56'53"	216.50	189.84
C3	90°00'00"	18.50	29.06
C4	43°27'03"	133.50	102.41
C5	23°59'18"	166.50	69.71
C6	24°56'08"	133.50	58.22
C7	8°41'55"	4800.00	561.18
C8	7°33'34"	1088.00	140.81
C9	8°53'06"	514.50	78.78
C10	8°53'06"	485.50	75.26
C11	91°13'25"	38.50	61.30
C12	35°22'54"	178.00	110.54
C13	36°36'20"	221.00	141.19
C14	71°08'00"	170.00	211.06
C15	90°00'00"	50.00	78.54
C16	90°00'00"	18.50	30.63'
C17	90°00'00"	40.50	63.82'
C18	90°00'00"	40.50	63.82'
C19	97°14'38"	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'

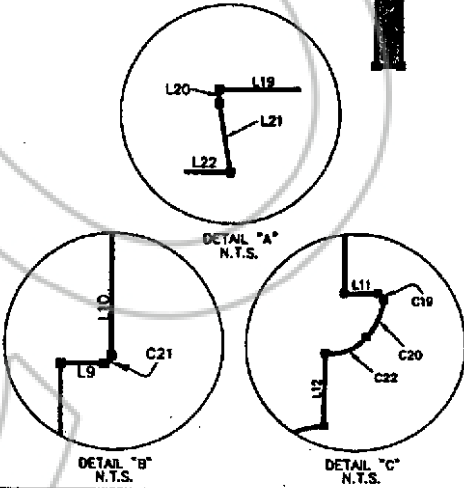


EXHIBIT "B-2"  
MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
OF DEVELOPERS TRACT

**Manhard**  
CONSULTING LTD

8850 Double R Blvd, Suite 101, Reno, Nv 89521 tel: (775) 748-3500 fax: (775) 748-3580 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  
DRAWN BY: E.M.  
DATE: 2-27-08  
SCALE: 1" = 300'

SHEET  
**EXHIBIT B-2**  
RPLDCN 070449

11:49 Dwg Name: P:\RPLDCN\dwg\Surv\Exhibits\Surv\Phase 1B Exhibit (2-27-08).dwg Updated By: dcaiso





**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**.

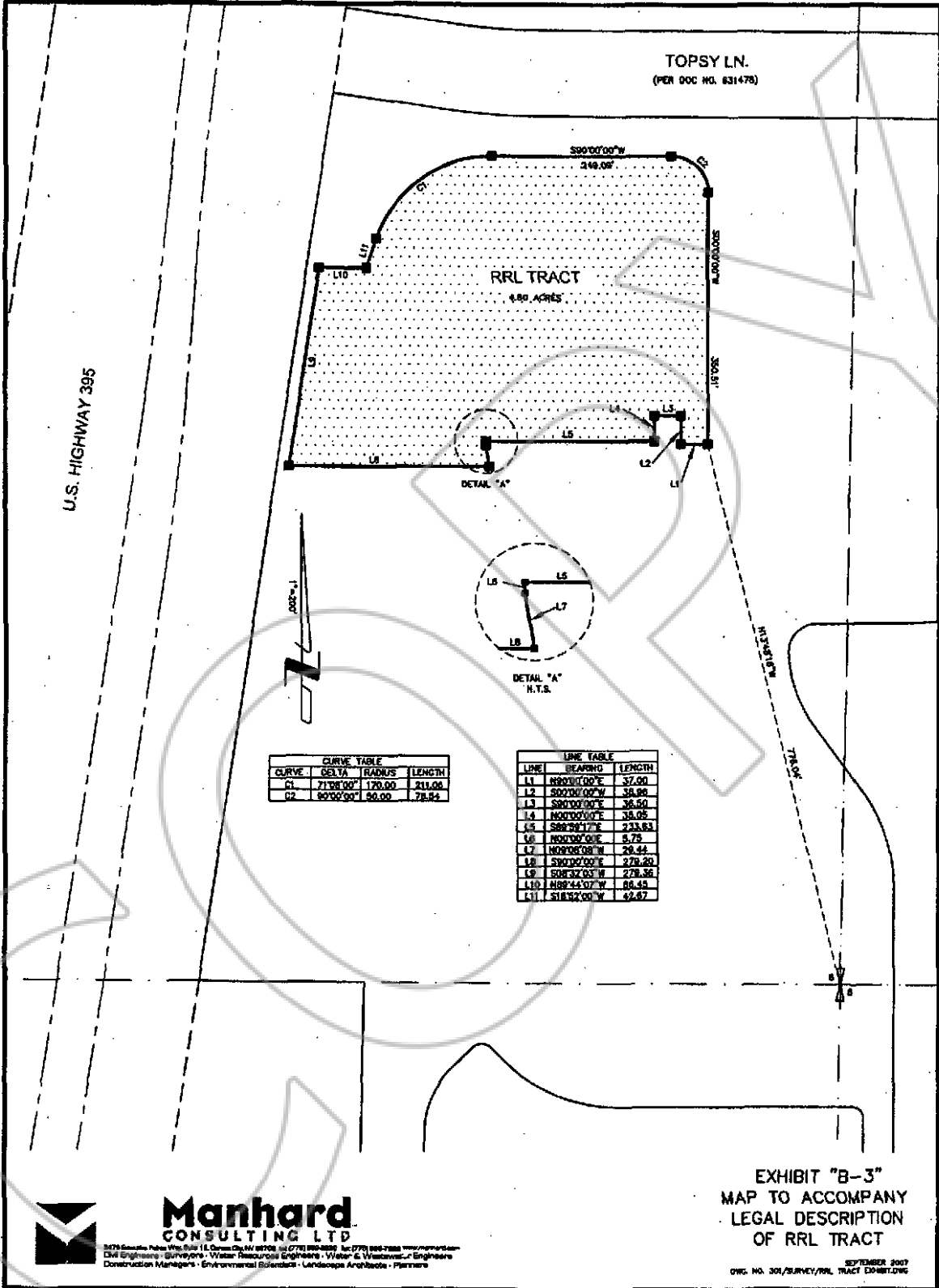
**CONTAINING:** 4.80 acres of land, more or less.

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



BK-608  
PG-7637

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	60°52'00"	80.00	78.84

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	37.00
L2	S00°00'00"W	36.98
L3	S00°00'00"E	36.50
L4	N00°00'00"E	35.05
L5	S89°29'17"E	233.63
L6	N00°00'00"E	5.75
L7	N0°00'00"W	20.44
L8	S90°00'00"E	278.80
L9	S00°32'00"W	278.36
L10	N89°44'50"W	86.45
L11	S18°52'00"W	42.87

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



**Manhard**  
CONSULTING LTD

3075 South Park Way, Suite 115, Orem, UT 84058 (4377) 894-8800 fax (4377) 894-7888 www.manhard.com  
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
Construction Managers - Environmental Scientists - Landscape Architects - Planners

SEPTEMBER 2007  
DWG. NO. 30/SURVEY/RRL TRACT ED0487.DWG



BK-608  
PG-7638

**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°59'08", 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;





**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 560.00 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.

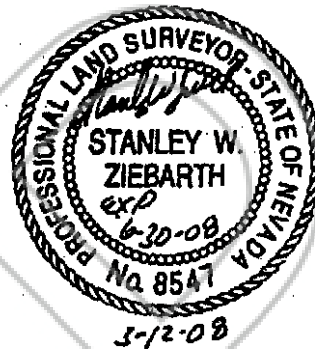
**BASIS OF BEARINGS:** Record of Survey Map recorded January 28, 2008, Official Records of Douglas County as Document Number 716909.

**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.

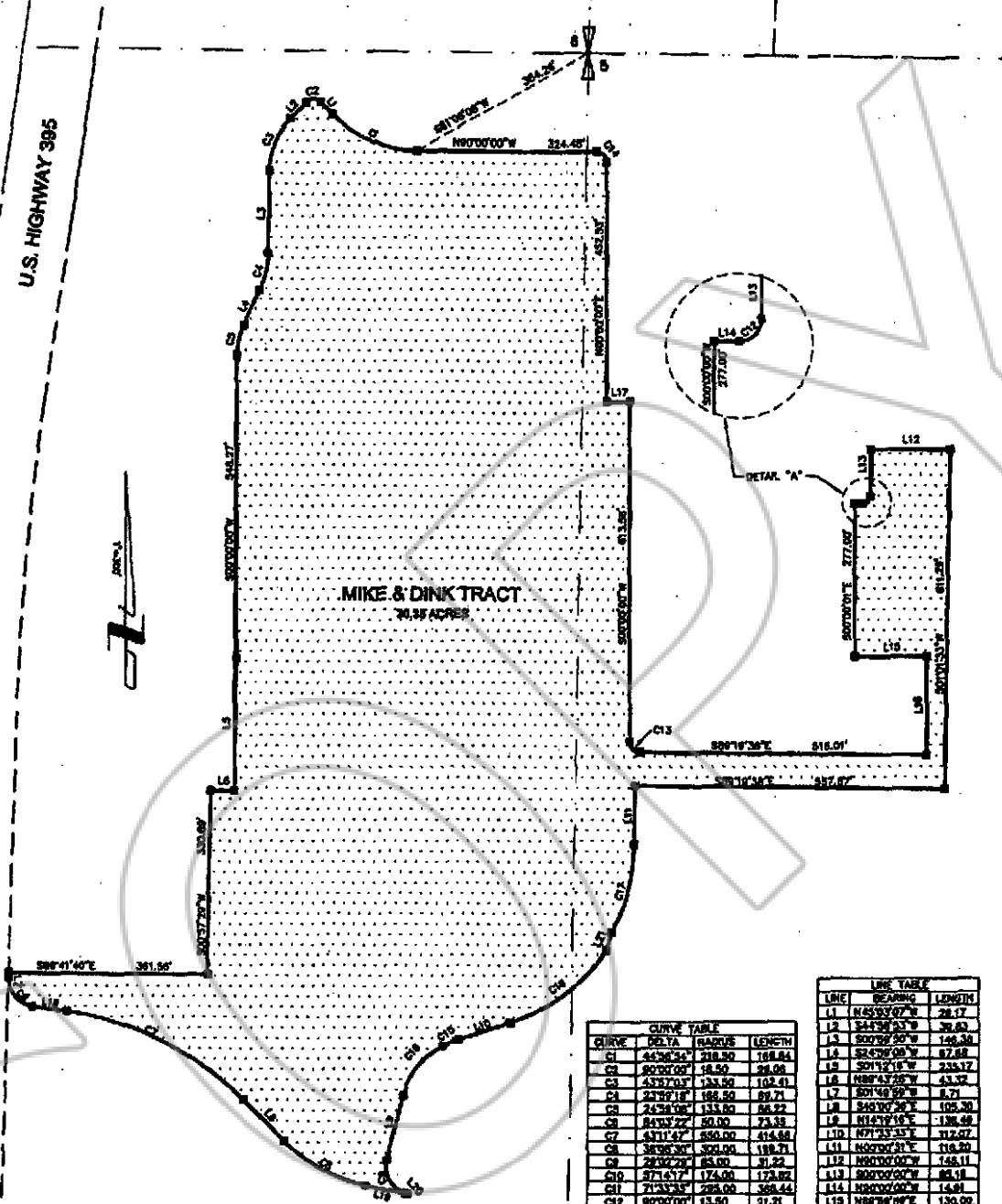
Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of

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



BK-608  
PG-7643

U.S. HIGHWAY 395



MIKE & DINK TRACT  
20.35 ACRES

DETAIL "A"

CURVE	DATA	RADIUS	LENGTH
C1	44°36'24"	218.50	168.64
C2	80°00'00"	18.50	26.08
C3	43°57'03"	133.50	102.41
C4	23°29'18"	188.50	89.71
C5	24°38'08"	133.50	86.22
C6	84°00'22"	80.00	73.39
C7	43°11'47"	850.00	414.60
C8	38°06'30"	501.00	188.71
C9	29°02'28"	85.00	31.22
C10	87°14'17"	174.00	124.82
C11	71°33'23"	298.00	208.44
C12	80°00'00"	13.50	21.31
C13	88°18'36"	18.50	26.84
C14	88°43'03"	18.50	26.02
C15	10°00'21"	128.50	20.97
C16	37°27'04"	238.00	221.50
C17	28°27'08"	398.00	164.30

LINE	BEARING	LENGTH
L1	N45°00'07"W	28.17
L2	S44°28'43"W	38.83
L3	S00°00'00"W	146.38
L4	S24°00'00"W	87.62
L5	S01°12'15"W	233.62
L6	N88°43'28"W	43.32
L7	S01°48'59"W	8.71
L8	S40°00'30"E	105.30
L9	N14°19'18"E	138.48
L10	N71°23'33"E	312.07
L11	N00°00'31"E	318.30
L12	N80°00'00"W	156.11
L13	S00°00'00"W	88.18
L14	S00°00'00"W	14.81
L15	N88°28'18"E	150.00
L16	S80°00'00"E	178.42
L17	N80°00'00"W	42.00
L18	S82°12'22"W	63.62
L19	S78°28'00"E	78.30
L20	N72°43'30"W	4.77
L21	N18°00'00"E	33.70



**Manhard**  
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2475 Business Plaza, Suite 112, Orem, UT 84057 tel (773) 888-8888 fax (773) 888-7888 www.manhard.com  
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Construction Managers - Environmental Scientists - Landscape Architects - Planners

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

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



BK-608  
PG-7644

**EXHIBIT A-5**

**LEGAL DESCRIPTION OF THE CASINO TRACT**

(see attached)

COPY





Exhibit "A-5"

**DESCRIPTION OF CASINO 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;

**ADJUSTED PARCEL 1**

**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** S 56°58'25" W, a distance of 89.13 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** S 90°00'00" E, a distance of 591.24 feet;

**THENCE** S 00°55'27" W, a distance of 56.69 feet;

**THENCE** S 01°01'33" W, a distance of 700.84 feet;

**THENCE** N 90°00'00" W, a distance of 145.11 feet;

**THENCE** S 00°00'00" W, a distance of 89.19 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 S 45°00'00" W, and a chord length of 19.09 feet;

**THENCE** N 90°00'00" W, a distance of 14.91 feet;

**THENCE** S 00°00'01" E, a distance of 277.00 feet;

**THENCE** S 89°59'59" W, a distance of 130.00 feet;

**THENCE** S 00°00'03" E, a distance of 175.62 feet;

**THENCE** N 89°19'38" W, 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 N 44°39'49" W, and a chord length of 26.01 feet;

**THENCE** S 00°00'00" W, a distance of 1284.16 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 15.83 acres of land, more or less.

**TOGETHER WITH ADJUSTED PARCEL 2**

**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** S 56°58'25" W, a distance of 89.13 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** N 00°00'00" E, a distance of 87.52 feet;



BK-608  
PG-7646

**THENCE** along a curve to the left having a radius of 221.00 feet, arc length of 141.19 feet, delta angle of  $36^{\circ}36'20''$ , chord bearing of  $N 18^{\circ}18'10'' W$ , and a chord length of 138.81 feet;

**THENCE**  $N 36^{\circ}36'20'' W$ , a distance of 115.18 feet;

**THENCE** along a curve to the right having a radius of 179.00 feet, arc length of 110.54 feet, delta angle of  $35^{\circ}22'54''$ , chord bearing of  $N 18^{\circ}54'53'' W$ , and a chord length of 108.79 feet to a point of compound curvature;

**THENCE** along a curve to the right having a radius of 38.50 feet, arc length of 61.30 feet, delta angle of  $91^{\circ}13'25''$ , chord bearing of  $N 44^{\circ}23'16'' E$ , and a chord length of 55.03 feet;

**THENCE**  $N 89^{\circ}59'53'' E$ , a distance of 121.79 feet;

**THENCE**  $N 87^{\circ}32'51'' E$ , a distance of 70.06 feet;

**THENCE**  $N 89^{\circ}59'59'' E$ , a distance of 143.53 feet;

**THENCE**  $N 00^{\circ}00'01'' W$ , a distance of 33.00 feet;

**THENCE**  $S 90^{\circ}00'00'' E$ , a distance of 42.74 feet;

**THENCE**  $N 00^{\circ}00'00'' E$ , a distance of 120.64 feet;

**THENCE**  $S 89^{\circ}13'35'' E$ , a distance of 332.03 feet;

**THENCE**  $S 00^{\circ}55'27'' W$ , a distance of 606.24 feet;

**THENCE**  $N 90^{\circ}00'00'' W$ , a distance of 591.24 feet to the **TRUE POINT OF BEGINNING**.

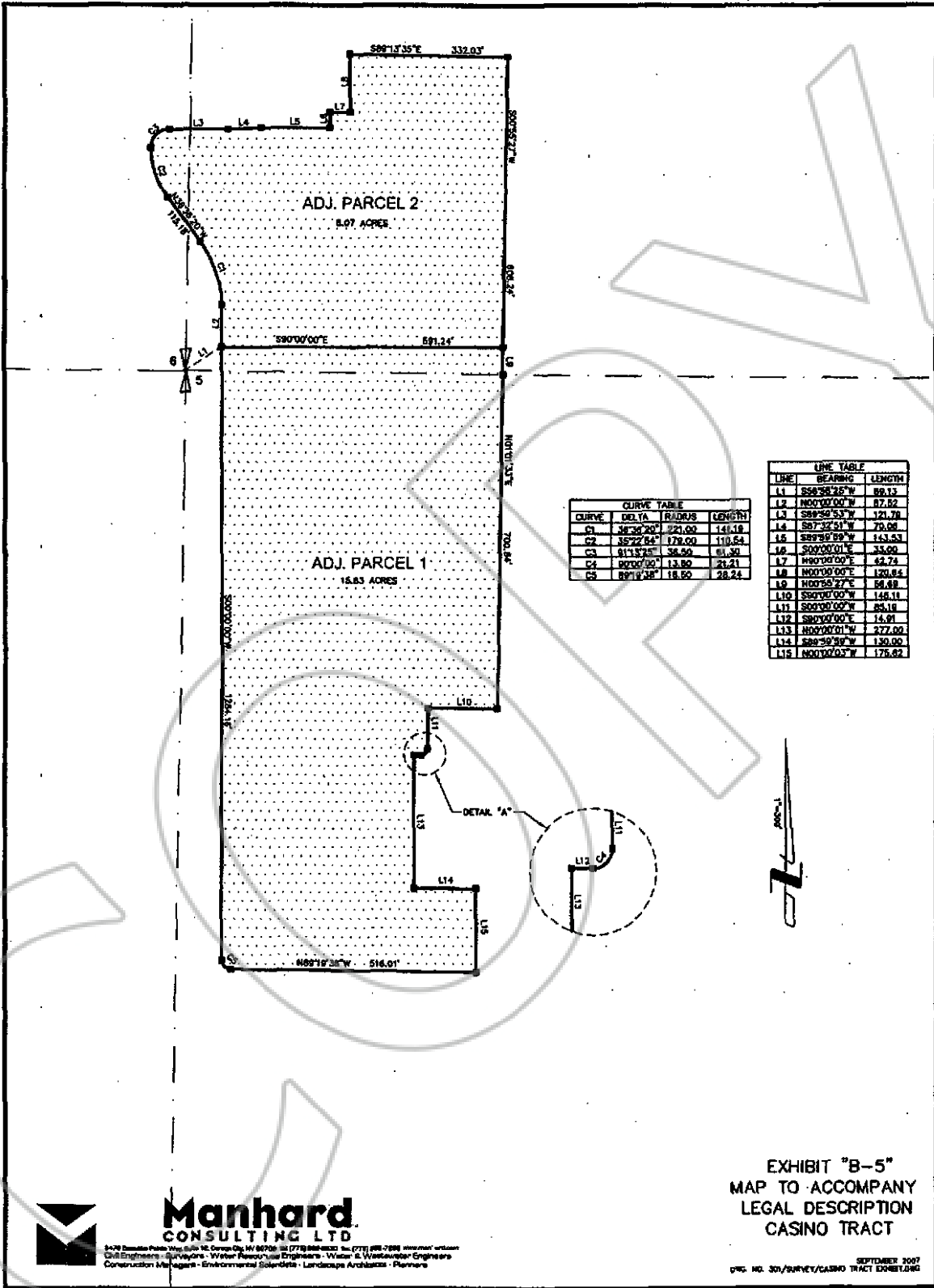
**CONTAINING:** 8.07 acres of land, more or less.

**TOTAL AREA OF CASINO TRACT:** 23.90 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-7647



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	36°34'20"	221.00	141.18
C2	35°22'04"	179.00	110.64
C3	81°13'45"	38.50	61.90
C4	82°00'00"	13.50	21.21
C5	86°14'38"	18.50	28.24

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°28'26"W	89.13
L2	N00°00'00"W	87.82
L3	S89°59'53"W	121.78
L4	S87°32'51"W	79.08
L5	S89°09'59"W	143.53
L6	S00°00'00"E	35.00
L7	N80°00'00"E	42.73
L8	N00°00'00"E	170.64
L9	N00°55'27"E	56.88
L10	S80°00'00"W	146.11
L11	S00°00'00"W	85.18
L12	S80°00'00"E	14.91
L13	N00°00'00"W	477.09
L14	S82°59'39"W	139.09
L15	N00°00'03"W	175.62



BK-608  
PG-7648

**EXHIBIT A-6**

**LEGAL DESCRIPTION OF THE DETENTION TRACTS**

(see attached)

COPY



Exhibit "A-6"

Description of Northern Detention Tract

All that certain real property situate within the west 1/2 of Section 5, 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 S 19°25'18" W, a distance of 1054.64 feet to the TRUE POINT OF BEGINNING;

THENCE N 00°58'45" E, a distance of 65.85 feet;

THENCE S 87°08'20" E, a distance of 1.77 feet;

THENCE along a curve to the right having a radius of 110.00 feet, arc length of 69.51 feet, delta angle of 36°12'28", chord bearing of N 19°24'42" E, and a chord length of 68.36 feet, to a point of reverse curvature;

THENCE along a curve to the left having a radius of 125.00 feet, arc length of 81.86 feet, delta angle of 37°31'14", chord bearing of N 17°07'16" E, and a chord length of 80.40 feet;

THENCE N 01°22'54" E, a distance of 15.89 feet;

THENCE S 89°09'03" E, a distance of 285.70 feet;

THENCE S 00°55'23" W, a distance of 223.45 feet;

THENCE N 89°11'16" W, a distance of 331.77 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 1.60 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







**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR THE SOUTHERN DETENTION TRACT**

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

**COMMENCING** at the West Quarter corner (W1/4) of said Section 5 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Carson Auto Mail, LLC and Project LM, LLC, Recorded as Document No. 703021, Official Records of Douglas County, Nevada;

Thence South 35°35'45" East, a distance of 871.71 feet, to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, a distance of 145.11 feet;

Thence South 01°01'33" West, a distance of 375.75 feet;

Thence South 89°59'59" West, a distance of 166.80 feet;

Thence North 00°00'01" West, a distance of 277.00 feet;

Thence North 90°00'00" East, a distance of 14.91 feet;

Thence along a curve to the left, having a radius of 13.50 feet, through a central angle of 90°00'00", and an arc length of 21.21 feet;

Thence North 00°00'00" East, a distance of 85.19 feet, and the **POINT OF BEGINNING**.

**CONTAINING:** 61,164 Square Feet, more or less.

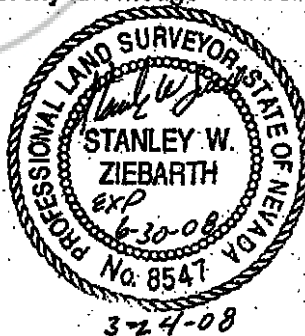
**BASIS OF BEARINGS:** Record of Survey Map recorded January 28, 2008, Official Records of Douglas County as Document Number 716909.

**SURVEYOR'S CERTIFICATE**

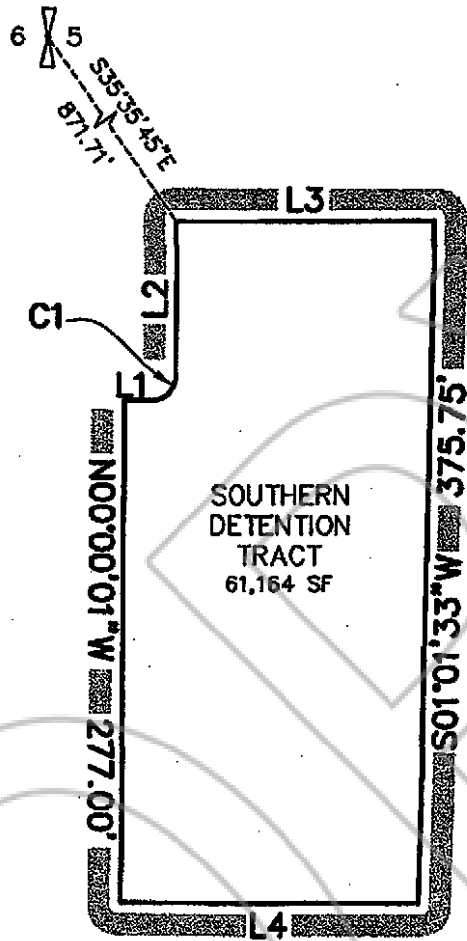
I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

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



BK-608  
PG-7652



LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	14.91'
L2	N00°00'00"E	85.19'
L3	N90°00'00"E	145.11'
L4	S89°59'59"W	166.80'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	13.50'	21.21'

**Manhard**  
CONSULTING LTD.

8850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 748-3500 fax: (775) 748-3520 www.manhard.com  
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MAP TO ACCOMPANY LEGAL DESCRIPTION

DOUGLAS COUNTY, NEVADA

SOUTHERN DETENTION TRACT

PROJ. MGR. RCB

DRAWN BY: DTK

DATE: 3/20/08

SCALE: 1" = 100'

**EXHIBIT**

**B**

RPLDCN

70449



BK-608  
PG-7653

**EXHIBIT A-7**

**LEGAL DESCRIPTION OF THE LANDMARK SIGN TRACT**

**(see attached)**

COPY



**Exhibit "A-7"**

**DESCRIPTION OF LANDMARK SIGN 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** North 79°18'46" West, a distance of 138.95 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 05°14'35" West, a distance of 17.77 feet;

**THENCE** South 54°37'50" West, a distance of 38.12 feet;

**THENCE** North 89°30'53" West, a distance of 29.34 feet;

**THENCE** North 12°41'29" West, a distance of 31.91 feet;

**THENCE** North 05°14'35" East, a distance of 11.83 feet;

**THENCE** North 34°06'31" East, a distance of 53.74 feet;

**THENCE** South 45°54'03" East, a distance of 17.64 feet;

**THENCE** South 35°14'32" East, a distance of 43.63 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 3,986 sq. ft. 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.



BK-608  
PG-7655

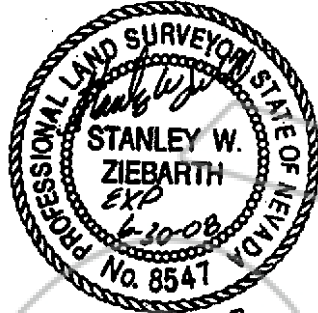
**SURVEYOR'S CERTIFICATE**

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



3-12-08

*COOPY*



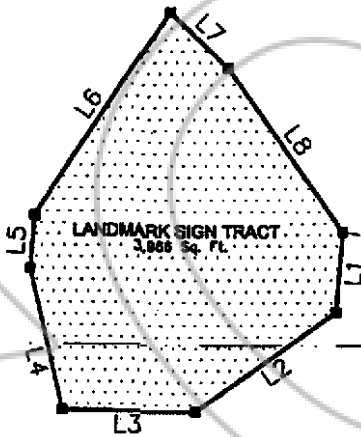
BK-608  
PG-7656

TOPSY LANE  
(PER DOC NO. 631478)

U.S. HIGHWAY 395



LINE TABLE		
LINE	BEARING	LENGTH
L1	S05°14'35"W	17.77'
L2	S54°37'50"W	38.12'
L3	N89°30'53"W	29.34'
L4	N12°41'29"W	31.91'
L5	N05°14'35"E	11.83'
L6	N34°06'31"E	53.74'
L7	S45°54'03"E	17.64'
L8	S35°14'32"E	43.63'



N79°18'46"W 138.95'



**Manhard**  
CONSULTING

2075 Riverside Plaza, Suite 100, San Diego, CA 92108, Tel: (619) 444-0820, Fax: (619) 444-7248, www.manhard.com  
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

EXHIBIT "B-7"  
MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
LANDMARK SIGN TRACT

MARCH 2008

DWG. NO. 301/SURVEY/LANDMARK SIGN TRACT EXHIBIT.DWG



BK-608  
PG-7657



**EXHIBIT B**

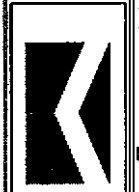
**SITE PLAN**

**(see attached)**

COPY

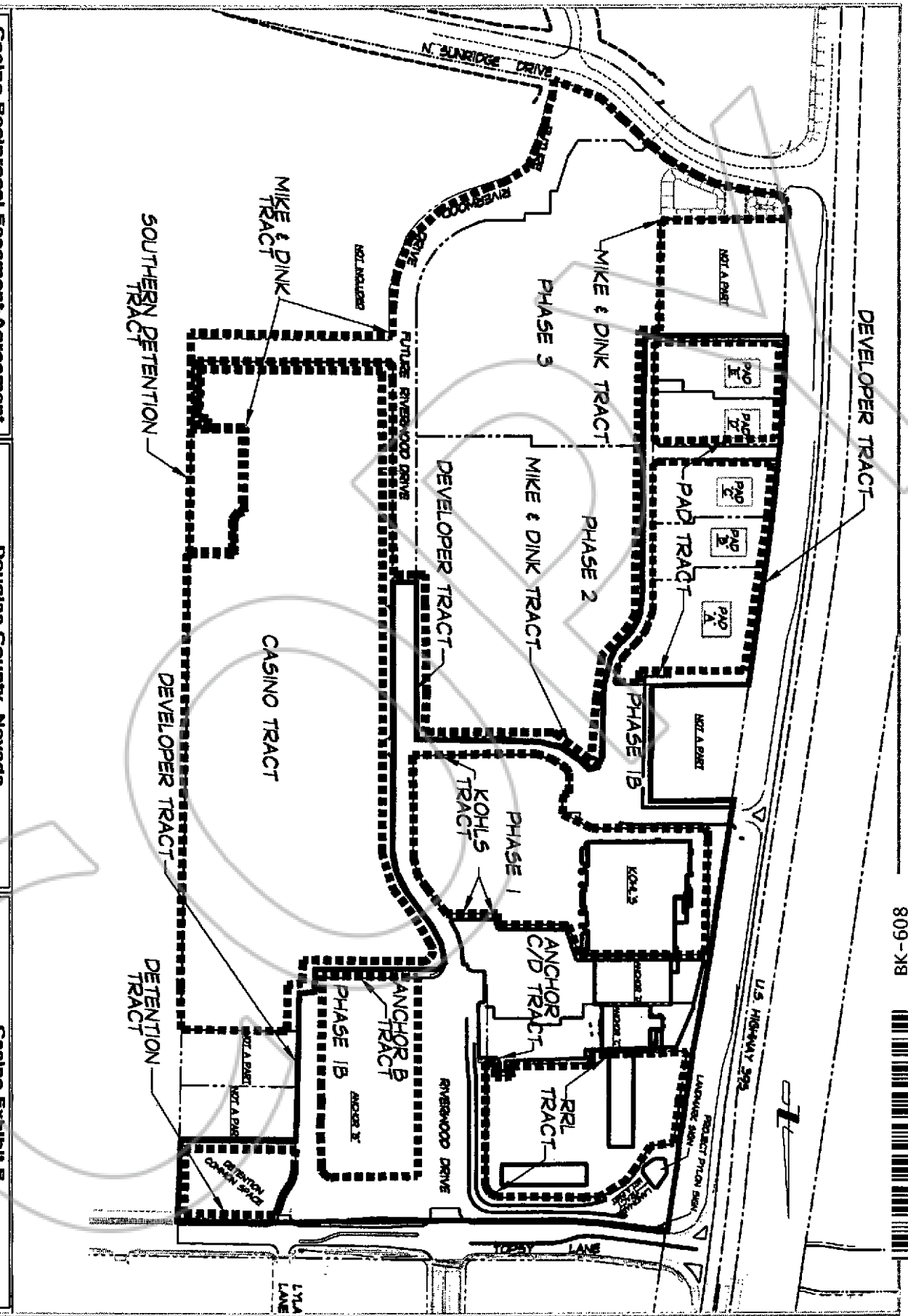


PROJ. MGR.: MAB  
 DRAWN BY: AC  
 DATE: APR 2008  
 SCALE: N.T.S.



**Manhard CONSULTING L.P.D.**  
 8479 Esplanade Pointe West, Suite 112, Carson City, NV 89201 Tel: (775) 886-6880 Fax: (775) 886-7722 www.manhard.com  
 Civil Engineers • Surveyors • Western Resource Engineers • Water & Wastewater Engineers  
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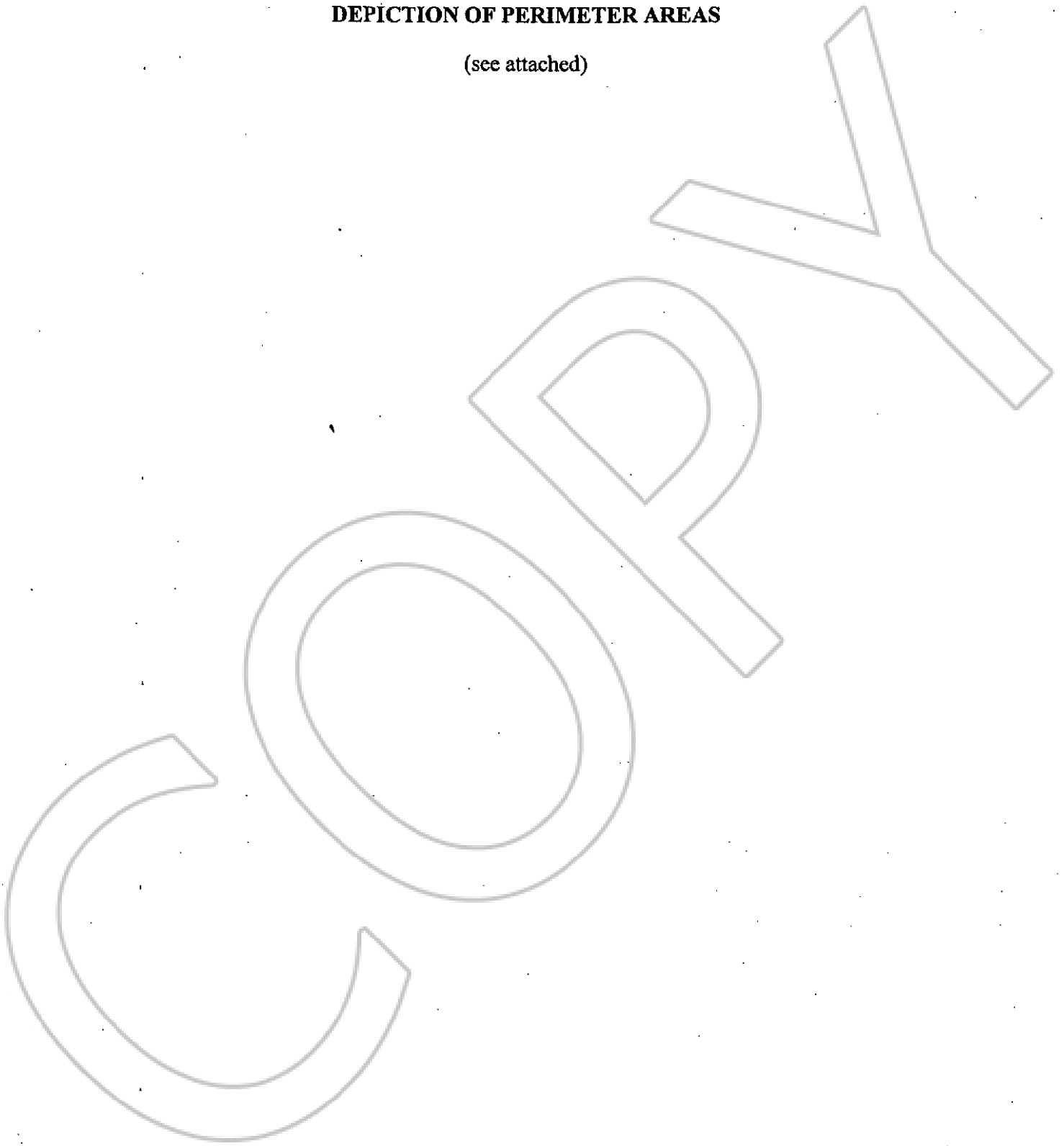
Casino Reciprocal Easement Agreement  
 Douglas County Nevada  
 Casino Exhibit B  
 SHEET 1 OF 1  
 RPLDCN 070449

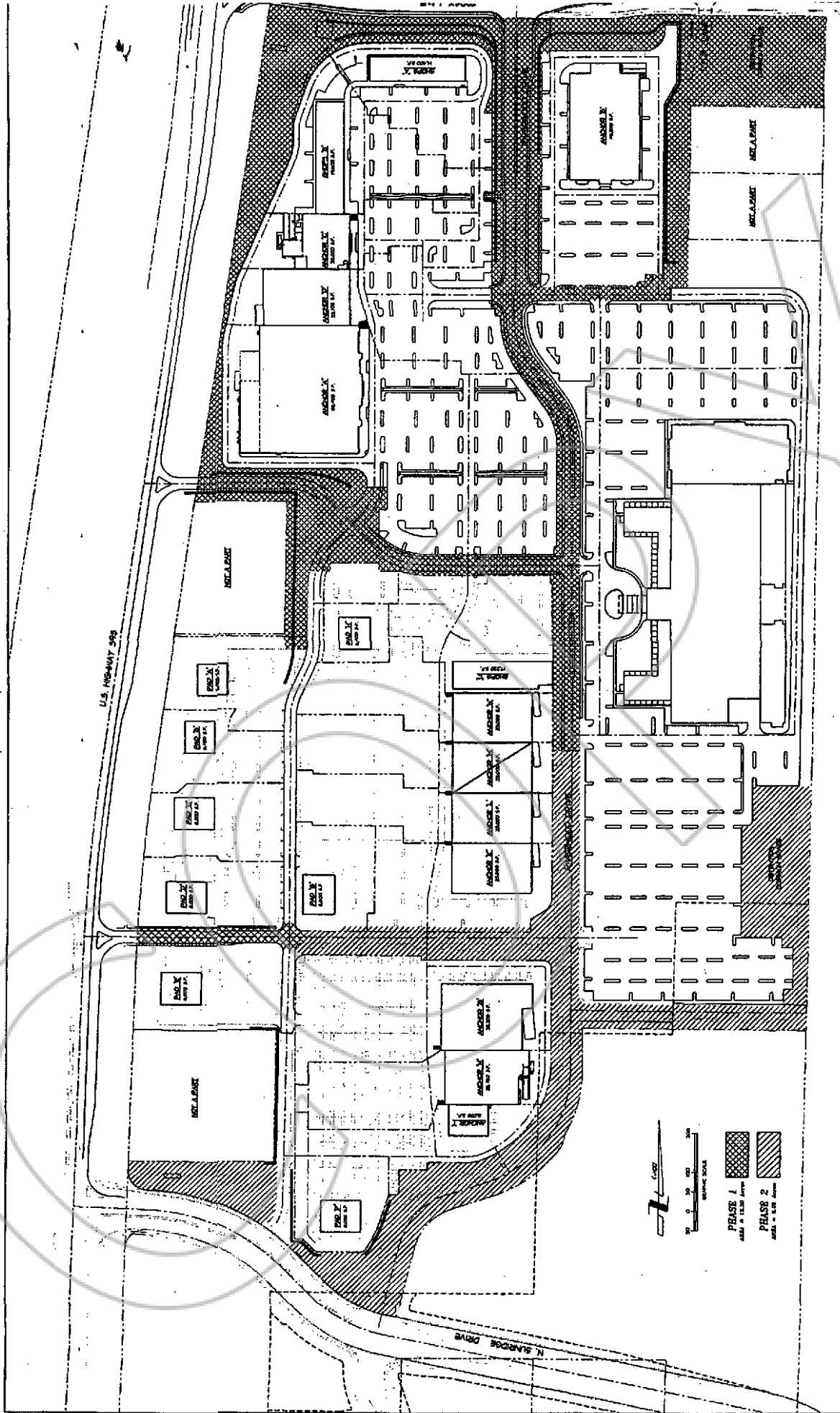


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 BK-608 PG-7659

**EXHIBIT C**  
**DEPICTION OF PERIMETER AREAS**

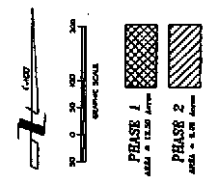
(see attached)





**CAPITAL ENGINEERING**  
 P.O. Box 3706  
 Carson City, NV 89702  
 (775) 662-6480  
 FAX: (775) 662-6480

**RIVERWOOD CONCEPTUAL SITE**  
 COMMON SPACE PLAN  
 Douglas County, Nevada



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