

DOC # 726075  
06/30/2008 04:04PM Deputy: BL  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE REN  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 7 Fee: 20.00  
BK-608 PG-8267 RPTT: 0.00



APN # A Portion of 1420-06-701-008

Escrow # 2324184 CD

Recording Requested by:



**First American  
Title Company**

3080 Vista Blvd. Suite 106  
Sparks, NV 89436

MEMORANDUM OF LEASE  
(Title of Document)

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is effective as of the 29<sup>th</sup> day of May, 2008, by and between **RIVERWOOD PARTNERS, LLC**, a Nevada limited liability company ("Landlord") and **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain land located in the Douglas County, Nevada, which is legally described on EXHIBIT A attached hereto and is depicted on the site plan attached hereto as EXHIBIT B (the "Land");

**WHEREAS**, Landlord intends to develop the Land as a shopping center (the "Project"), which shall be operated as an integrated shopping area whereby tenants, and their customers and invitees, of the stores and buildings located in the Project may use the parking areas and other common facilities situated thereon;

**WHEREAS**, pursuant to a certain Ground Lease dated May 29, 2008 Landlord leased to Tenant and Tenant leased from Landlord the portion of the Land legally described on EXHIBIT A-1 attached hereto and made a part hereof and identified as "Tenant's Tract" on EXHIBIT B ("Tenant's Tract") and all appurtenant rights thereto (collectively, the "Premises"), upon the terms and conditions set forth therein; and

**WHEREAS**, Landlord and Tenant wish to place notice of the Lease on record.

**NOW, THEREFORE**, Landlord hereby leases the Premises to Tenant, Tenant hereby leases the Premises from Landlord, and Landlord and Tenant hereby execute this Memorandum of Lease for the purpose of evidencing Tenant's interest in the Premises, **TO HAVE AND TO HOLD** the Premises unto Tenant upon the terms, covenants and conditions contained in the Lease, for a term of twenty (20) Lease Years, subject to eight (8) separate options to extend the term for successive periods of five (5) Lease Years each.

This Memorandum of Lease is made and executed and is to be recorded with the Douglas County Recorder's Office for the purpose of giving notice of the Lease and the rights of the parties thereunder.

This Memorandum of Lease is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Lease.



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day, month and year first above written.

**LANDLORD:**

**RIVERWOOD PARTNERS, LLC**, a limited liability company

By: [Signature]  
Name: JAY TIMON  
Title: General Manager  
Riverwood Douglas Manager LLC

**TENANT:**

**KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation

By: [Signature]  
R. Lawrence Montgomery  
Chairman and Chief Executive Officer

Attest: [Signature]  
Steven R. Karl  
Vice President, Property Development Law

APPROVED  
SJR

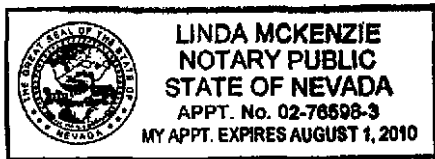
APPROVED  
MDD



BK-608  
PG-8269

STATE OF Nevada )  
 ) SS  
COUNTY OF Carson City )

Personally came before me this 29 day of May, 2008, the  
above-named Jay Timon, to me known to be the  
Manager of its Manager, a  
Nevada Limited Liability Company, to me known to be the person who executed the  
foregoing instrument and acknowledged the same.



Linda McKenzie  
Notary Public

My Commission Expires: 8-1-2010

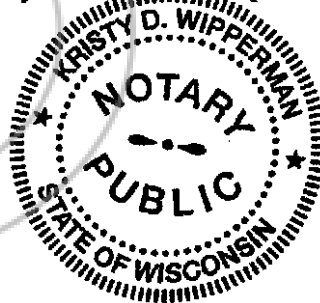
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA )

Personally came before me this 2nd day of April, 2008, the  
above-named R. Lawrence Montgomery and Steven R. Karl, to me known to be the  
Chairman and Chief Executive Officer and Vice President, Property Development Law,  
respectively, of Kohl's Department Stores, Inc., a Delaware corporation, to me known to  
be the persons who executed the foregoing instrument and acknowledged the same.

Kristy D Wipper  
Notary Public

My Commission Expires: 08/07/2011

This instrument was drafted by  
and after recording mail to:  
Sarah J. Ryan, Esq.  
Kohl's Department Stores, Inc.  
N56 W17000 Ridgewood Drive  
Menomonee Falls, Wisconsin 53051



BK-608  
PG-8270

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**KOHL'S**

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

**Commencing** at the East Quarter corner of said Section 6;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BK-608  
PG-8271

**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.*

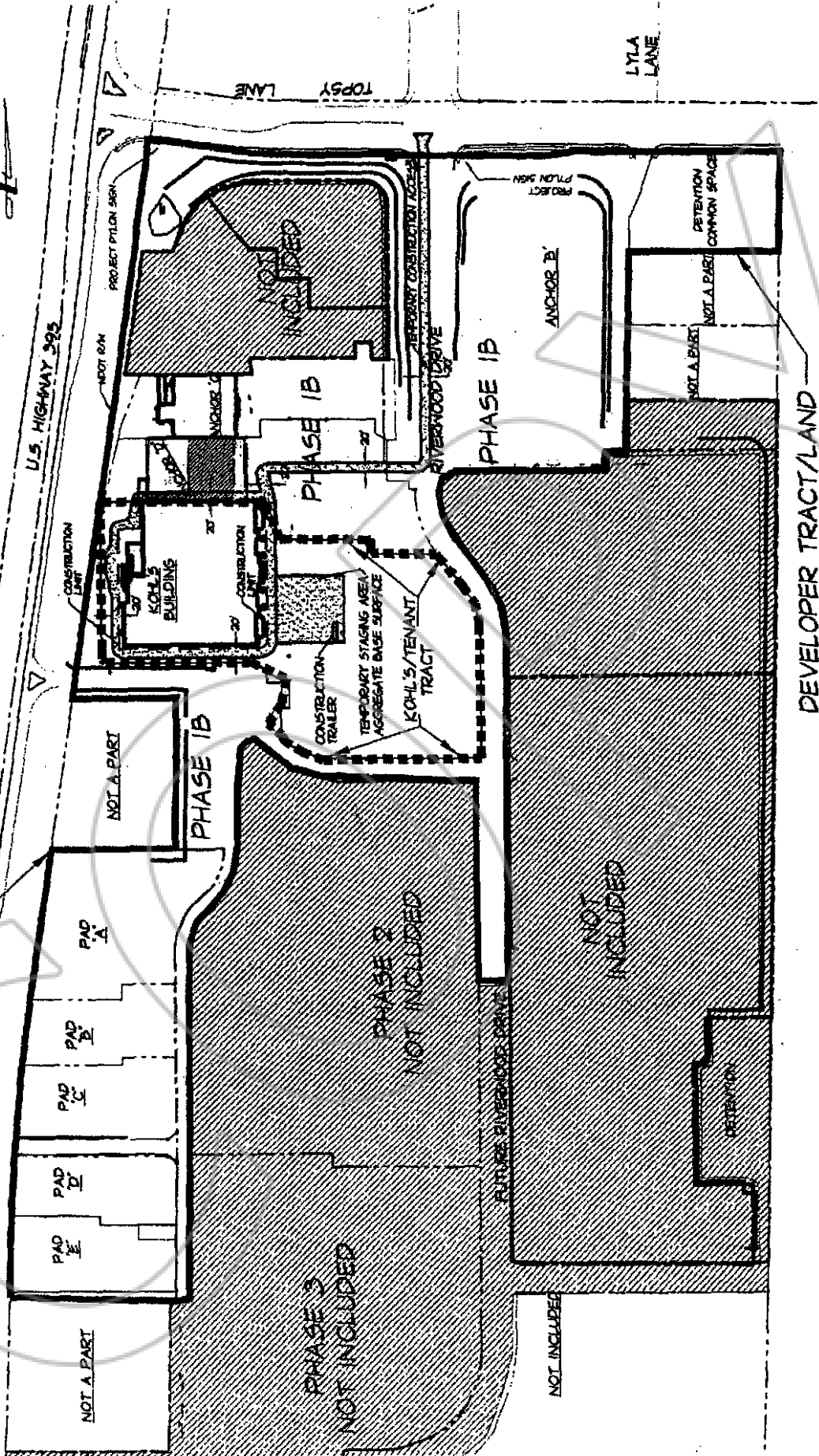
Stanley W. Ziebarth  
Nevada PLS 8547  
For and on behalf of

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






DEVELOPER TRACT/LAND



DEVELOPER TRACT/LAND

Ground Lease Agreement		Douglas County Nevada		Kohl's Exhibit B Site Plan	
 Manhard CONSULTING, P.C. <small>2470 E. Paradise Road, Suite 200, Las Vegas, NV 89119-4232, www.manhard.com          Construction Management, Environmental, Electrical, Mechanical, Plumbing &amp; Water/Wastewater Engineering          Construction Management, Environmental Sciences, Landscape Architecture, Planning</small>		SHEET <b>1</b> OF <b>1</b> RPLCDN			
PROJECT NO: <u>RCB</u> DRAWING NO: <u>AC</u> DATE: <u>March 2008</u> SCALE: <u>N.T.S.</u>					