

19
DOC # 0800551
04/10/2012 11:53 AM Deputy: SD
OFFICIAL RECORD
Requested By:
GUST ROSENFELD

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0412 PG- 2612 RPTT: 0.00



When recorded return to:
Mingyi Kang
Gust Rosenfeld P.L.C.
One East Washington, Suite 1600
Phoenix, AZ 85004-2553

Gardnerville, NV (#5864-00)

**FIRST AMENDMENT
TO
EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND ("ECR")**

THIS DOCUMENT IS BEING SUBMITTED FOR RE-RECORDING FOR THE PURPOSES OF INCLUDING THE EFFECTIVE DATE OF FEBRUARY 23, 2012, WHICH WAS INADVERTENTLY LEFT OFF THE FIRST PAGE OF THE ORIGINAL EXECUTED DOCUMENT.

When recorded return to:
Mingyi Kang
Gust Rosenfeld P.L.C.
One East Washington, Suite 1600
Phoenix, AZ 85004-2553

Gardnerville, NV (#5864-00)

**FIRST AMENDMENT
TO
EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND ("ECR")**

THIS FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Amendment") is made and entered into as of _____, 2012 ("Effective Date"), by and between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, ("Wal-Mart") and **SIERRA NEVADA SW ENTERPRISES, LTD.**, a Nevada limited liability company ("SNSW").

RECITALS:

A. Wal-Mart and SNSW are parties to that certain Easements with Covenants and Restrictions Affecting Land, dated January 20, 2010, and recorded on January 28, 2010 in the Official Records of Douglas County, Nevada, as Document No. 757835 ("ECR").

B. Wal-Mart and SNSW have agreed to modify and amend the ECR, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the ECR.

2. Amendment. The ECR is hereby amended as follows:

a. Section 5.a of the ECR is hereby deleted in its entirety and replaced with the following:

"Ingress, Egress, and Access Easements. Wal-Mart and SNSW hereby grant to each other such ingress, egress, and access easements as are noted as such

easements on Exhibit A attached hereto. In addition, Wal-Mart and SNSW hereby grant to the owner of the M & K Realty Investments, LLC ("M&K"), for the benefit of the M&K Property depicted (APN 1220-10-110-008) the same ingress, egress, and access easements depicted on Exhibit A. Wal-Mart hereby reserves the unilateral right to alter or modify the building, parking areas, access ways, entrances, and exits on the Wal-Mart Tract despite the granting of the easements herein provided that access to the SNSW Tract and M&K Property is not materially and adversely diminished or impaired."

b. The following is hereby added as Section 21:

"Agricultural Operations Nearby. Wal-Mart and SNSW recognize that 'Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code.'"

3. Full Force and Effect. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect. All references in the Agreement to "this Agreement" shall be deemed references to the Agreement as modified by this Amendment.

4. Counterparts. This Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document.

IN WITNESS WHEREOF, Wal-Mart and Developer have executed this Amendment as of the date and year first above written.

[SIGNATURE PAGES FOLLOW]

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By *[Signature]*
John Clarke
Its Vice President of Real Estate

"Wal-Mart"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by John E. Clarke, its Vice President of Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.


(Seal and Expiration Date)

Jane Bennett
County of Benton
Notary Public - Arkansas
My Commission Exp. 03/13/2012

[Signature]
Notary Public

SIERRA NEVADA SW ENTERPRISES, LTD., a Nevada limited liability company

By: CORPORATE MANAGEMENT SERVICES, INC., a Nevada corporation
Its Manager

By 
James S. Bradshaw,
President

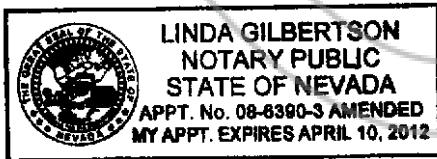
"SNSW"

State of Nevada
County of Carson City

The foregoing instrument was acknowledged before me this 23 day of February, 2012, by James S. Bradshaw, the President of Corporate Management Services, Inc., a Nevada corporation, as Manager of Sierra Nevada SW Enterprises, LTD., a Nevada limited liability company, on behalf of the limited liability company.

(Seal and Expiration Date)


Notary Public



MORTGAGEES CONSENT

The undersigned mortgagees hereby consent to the placement of the easements, restrictions, and covenants contained in the foregoing instrument on the parcels of land described therein and further agree that the same shall not be terminated on any foreclosure on any parcel of land covered by the said instrument.

By Jack Bryan Willis, Trustee
Jack Bryan Willis, Trustee

State of Nevada

County of Douglas

The foregoing instrument was acknowledged before me this 11 day of January, 2012, by Jack Bryan Willis, as the Trustee of the Jack Bryan Willis Revocable Trust dated July 1, 1992, on behalf of the trust.

(Seal and Expiration Date)

Allison J. Floyd
Notary Public

