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OFFICIAL RECORDS
Requested By:
TAHOE PROPERTY CONSULTANTS LLC

APN: 1318-26-101-100

Recording requested by
and when recorded mail to:

Tahoe Property Consultants, LLC
P.O. Box 456
Zephyr Cove, NV 89448

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 6 Fee: \$ 19.00
Bk: 0513 Pg: 1367



Deputy: gb

Above Space Reserved for Recorder's Use

COMMERCIAL FLOOR AREA ASSIGNMENT AGREEMENT

This Commercial Floor Area Assignment Agreement (this "CFA Agreement") is made as of September 8, 2008 by and between Market Street Business Complex, LLC, a Nevada limited liability company ("MSBC") and Tahoe Property Consultants, LLC, a Nevada limited liability company ("TPC").

RECITALS

A. Pursuant to the Commercial Floor Area Verification/Banking Permit issued by TRPA to MSBC on April 9, 2007 (the "CFA Permit"), TRPA has verified sixty-one thousand four hundred sixty (61,460) square feet of commercial floor area ("CFA") at the Sending Parcel as legally existing and has acknowledged that sixteen thousand nine hundred eighty-five (16,985) of such verified commercial floor area located on the upper floor of the Sending Parcel (as identified in the site plan and spread sheets attached to the CFA permit) (the "Public Use CFA") is designated as TRPA Public Use.

B. In accordance with the CFA Permit, MSBC and Walter E. Hartman and Sally J. Hartman ("Hartman") Hartman caused to be recorded a TRPA-approved deed restriction on May 15, 2007, in the Official Records of Douglas County as instrument No. 0701257, stating that the areas designated for TRPA Public Use are restricted to public uses only. As a result of the recordation of the deed restriction, the Public Use CFA has been removed from the total amount of commercial floor area and banked in TRPA's account records for the Sending Parcel, and the Public Use CFA may be transferred from the Sending Parcel, subject to the provisions of subsection 33.5.D of the TRPA code.

C. Pursuant to the Purchase Addendum, MSBC and Hartman excluded from the Purchase Addendum and from the sale of the Sending Parcel and reserved to MSBC twelve thousand (12,000) square feet of the Public Use CFA (the "Reserved CFA") as evidenced in the commercial floor area reservation agreement recorded on May 21, 2007 in the official records of Douglas County as instrument No. 0701589.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Ownership of Reserved CFA.** MSBC is transferring all its rights, title and interest in and to the reserved CFA to TPC.

2. **Execution of Documents.** MSBC agrees, for the benefit of TPC and its successors in interest to all or any portion of the Reserved CFA, to timely execute, acknowledge, and deliver such documents and/or materials, including, without limitation, transfer applications and deed restrictions, as may be reasonably necessary to seek regulatory approval of the transfer of all or any portion of the Reserved CFA from the Sending Parcel to a project(s) approved by the Tahoe Regional Planning Agency (the "TRPA").

3. **Encumbrance.** MSBC agrees not to encumber the Reserved CFA or any portion thereof in any manner, except in favor of TPC and it has no encumbrances currently.

4. **Expenses Associated with CFA Transfer.** MSBC shall have no obligation to pay any fees or expenses related to the sale and transfer of the Reserved CFA.

5. **Attorney Fees.** If any party to this CFA Agreement or any successor or assignee of any party hereunder shall bring an action or proceeding to enforce any covenant of the CFA Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

6. **Covenant Running with the Land.** The rights and restrictions set forth herein shall be deemed covenants running with the land or equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on TRPA, its assignees, successors and assigns, and all persons acquiring or owning any interest in the Sending Parcel.

IN WITNESS WHEREOF, the parties hereto have executed the CFA Agreement effective as of September 8, 2008.

**Remainder of Page Intentionally Blank.
Signature Pages Follow.**

ACKNOWLEDGMENT

Commercial Floor Area Assignment Agreement dated 9-8-08

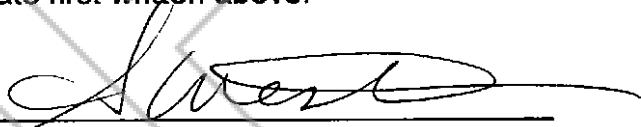
Original unrecorded document lost.

Resign with original signature and current notary
MSBC

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On this 17th day of January, 2013 personally appeared before me, the undersigned Notary Public in and for said County and State, Gordon R. Lane, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



NOTARY PUBLIC

