

DOC # 830897
09/19/2013 02:45PM Deputy: SG
OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-913 PG-4403 RPTT: 0.00



APN# portion of apn nos: 1320-30-701-024 & 1320-30-802-027

Recording Requested by:

Name: First American Title Insurance Company
Address: 5310 Kietzke Lane, Suite 100
City/State/Zip: Reno, NV 89511-2043
Order Number: 121-2434449

Memorandum of Lease (for Recorder's use only)
(Title of Document)

This document is being re-recorded to correct the recording order

Recorder Affirmation Statement

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Margie Roma Recorder
Signature Title
Margie Roma

Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



BK 913
PG-4404

830897 Page: 2 of 8 09/19/2013

DOC # 830875
09/19/2013 12:09PM Deputy: SG
OFFICIAL RECORD

Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-913 PG-4198 RPTT: 0.00



*App: ptr of: 1320-30-101-024
d 1320-30-802-001*

Recording requested by
and when recorded return to:

Lease Administration
Tractor Supply Company
200 Powell Place
Brentwood, TN 37027

Escrow # 121-2434449-MUR

MEMORANDUM OF LEASE

WITNESSETH:

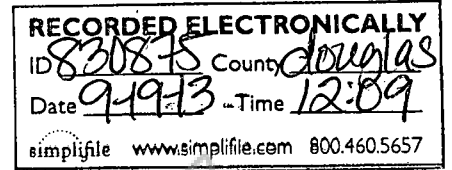
THIS MEMORANDUM OF LEASE, made as of the 11 day of September, 2013, by and between California Gold Minden Partners, LLC, a California limited liability company having its principal place of business at 133 Old Wards Ferry Road, Sonora, CA 95370, as Landlord (the "**Landlord**"), and Tractor Supply Company, a Delaware corporation, 200 Powell Place, Brentwood, Tennessee 37027, as Tenant (the "**Tenant**").

For and in consideration of a rental of One Dollar (\$1.00) and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, Landlord has leased and demised unto Tenant, upon and subject to each of the covenants and undertakings set forth in a certain lease between Landlord and Tenant having an Effective Date which is the same as the date of this Memorandum of Lease indicated above (the "**Lease**"), a portion of that certain land located in the City of Carson City, County of Carson, State of Nevada, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**"), and the Improvements to be constructed thereon by Landlord (collectively, the "**Demised Premises**"), together with all the rights, easements and interests appurtenant thereto, on the terms and conditions contained in the Lease.

The Lease contains the following provisions which the parties desire to make of public record:

1. **TERM AND USE.** The initial term of the Lease shall be for a period of fifteen (15) Lease Years commencing on the Rent Commencement Date (the "**Initial Term**") unless sooner terminated as provided or permitted in the Lease. The term "**Lease Year**" shall mean each 12-





App: ptm of: 1300-30-101-024
d 1300-30-802 001

Recording requested by
and when recorded return to:

Lease Administration
Tractor Supply Company
200 Powell Place
Brentwood, TN 37027

Escrow # 121-2434449-MLR

MEMORANDUM OF LEASE

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month period of the Term commencing on the Rent Commencement Date and every anniversary thereof, provided that if the Rent Commencement Date is on a date other than the first (1st) day of the month, the first Lease Year shall be extended by the number of days from the Rent Commencement Date until the first (1st) day of the next succeeding month. Provided Tenant shall not be in default under the terms of the Lease beyond the applicable cure period, Tenant shall have the right to extend the term of the Lease for four (4) successive periods of five (5) Lease Years each (each an "**Extension Term**"), upon the same terms and conditions as set forth in the Lease. The Initial Term together with any Extension Term, properly noticed, shall be referred to as the "**Term**". In the event Tenant does not give notice exercising its right to extend the Term of the Lease, Tenant waives its right to all subsequent Extension Terms.

Except with respect to the Prohibited Uses and to the extent not prohibited by the Permitted Encumbrances, Tenant may use the Demised Premises for any lawful purpose. The "**Prohibited Uses**" shall mean use of any part of the Demised Premises for (i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) biological or hazardous waste incineration, (iv) scrap material accumulation, storage or sales, (v) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other Hazardous Materials, (vi) a cement or asphalt plant, (vii) a crematorium, (viii) a dry cleaning plant or central laundry facility, (ix) the manufacture, storage, distribution, production, sale of or any use involving pornographic materials or items, (x) any establishment featuring nude, topless or partially-clad dancing, (xi) a night club or dance hall, (xii) any other prohibited uses set forth in the Amended and Restated Declaration of Covenants, Condition, and Restrictions and Grant of Easements recorded August 27, 2013 in Book 813, Page 7137, as Document No. 829608 in the Official Records of Douglas County, Nevada.

2. **EXCLUSIVE USE COVENANT.** Landlord covenanted that it shall not sell, lease, rent, occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the Restricted Property, as defined below, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock feeding systems; (d) feed and health/maintenance products for pets or livestock; (e) western wear, outdoor work wear (similar to and specifically including Carhartt products) and boots; (f) horse and rider tack and equipment; (g) bird feed and housing and related products; (h) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (i) hardware; (j) power tools; (k) welders and welding supplies; (l) open and closed trailers; (m) 3-point equipment; and/or, (n) truck accessories and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "**Restricted Products**"). Nothing contained in the Lease shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the Restricted Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area). Further, this





covenant shall not apply to any business operated by Tenant, or any affiliate of Tenant. "**Restricted Property**" shall mean any property within ten (10) miles of the Demised Premises that is owned, controlled or developed by Landlord (or any person or entity in which any person or entity having a direct or indirect interest in Landlord, holds an equity or management interest).

3. **HOLDOVER.** Any holding over by Tenant beyond the Initial Term of the Lease or any Extension Term thereof shall be on the same terms and conditions as contained therein, except for rent which shall be at the rate of one hundred fifty percent (150%) of the last monthly rent specified in the Lease and shall be a month-to-month tenancy terminable by either party upon thirty (30) days prior written notice to the other party.

This Memorandum of Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns. This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control. Originally executed counterparts of the Lease are in the possession of Landlord and Tenant at the addresses set forth above.

[Signatures appear on following pages.]





IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease in multiple counterparts, each of which shall be an original document, as of the day and year first above written.

WITNESSES FOR LANDLORD:

LANDLORD:

CALIFORNIA GOLD MINDEN PARTNERS, LLC, a California limited liability company

Mr T. Patte

Print Name: MARK T. PATTERSON

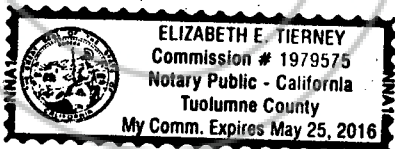
R Woodall
Print Name: RON WOODALL

BY Scot Patterson
Scot Patterson, Managing Member

STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Scot Patterson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of California Gold Minden Partners, LLC,, a California limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member.

In Witness Whereof, I hereunto set my hand and official seal this 11th day of September, 2013.



Elizabeth E. Tierney
NOTARY PUBLIC
My Commission Expires: May 25, 2016



WITNESSES FOR TENANT:

TENANT:

Kim Cook
Kim Cook

TRACTOR SUPPLY COMPANY,
a Delaware corporation

Steven L. West
Steven L. West

BY: Clay Teter
Clay Teter, Vice-President, Real Estate

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Clay Teter, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President - Real Estate of Tractor Supply Company, a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President - Real Estate.

In Witness Whereof, I hereunto set my hand and official seal this 10th day of September, 2013.

Angela Kelly
NOTARY PUBLIC: Angela Kelly
My Commission Expires: March 15, 2013

Document prepared by:

John M. Baird
Tractor Supply Company
200 Powell Place
Brentwood, TN 37027



(615) 440-4000





EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 3:

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL D AS SHOWN ON THAT RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR MAVERIK, INC., RECORDED AS DOCUMENT NO. 812496 IN THE OFFICIAL RECORD OF DOUGLAS COUNTY, NEVADA, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROUTE 88; THENCE FROM THE POINT OF BEGINNING, ALONG SAID RIGHT OF WAY LINE, NORTH 00°22'11" EAST, 36.83 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 63°54'44" EAST, 281.81; THENCE NORTH 26°03'41" EAST, 218.04 FEET; THENCE SOUTH 63°56'19" EAST, 55.37 FEET; THENCE NORTH 00°22'11" EAST, 212.34 FEET; THENCE SOUTH 89°37'49" EAST, 33.01 FEET; THENCE SOUTH 00°22'11" WEST, 18.50 FEET; THENCE SOUTH 89°37'49" EAST, 19.50 FEET; THENCE SOUTH 00°22'11" WEST, 123.00 FEET; THENCE SOUTH 89°37'49" EAST, 45.50 FEET; THENCE SOUTH 00°22'29" WEST, 101.50 FEET; THENCE SOUTH 89°37'49" EAST, 29.56 FEET; THENCE SOUTH 63°56'19" EAST, 119.80 FEET; THENCE SOUTH 26°03'41" WEST, 39.50 FEET; THENCE SOUTH 63°56'19" EAST, 40.98 FEET; THENCE SOUTH 00°22'11" WEST, 265.52 FEET; THENCE NORTH 63°56'19" WEST, 725.34 FEET TO THE POINT OF BEGINNING.

SAID LAND IS FURTHER SHOWN AND DELINEATED AS ADJUSTED PARCEL D ON RECORD OF SURVEY MAP RECORDED AUGUST 27, 2013 AS DOCUMENT NO. 829576.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 27, 2013 IN BOOK 0813, PAGE 7027 AS INSTRUMENT NO. 829575, OF OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

APN: _____

