DOUGLAS COUNTY, NV

2018-920146

RPTT:\$109200.00 Rec:\$35.00 \$109,235.00 Pgs=6 **0**9

09/27/2018 02:39 PM

FIRST AMERICAN TITLE RENO

KAREN ELLISON, RECORDER

APN: 1318-15-802-010

Recording Requested by:

First American Title Company 5310 Kietzke Lane, Suite 100 Reno, NV 89511

File No. 121-2546121 -WLL

Return and Mail Tax Statements to:

Round Hill SC, LLC C/O A & R Realty, LLC Attention: Alan S. Mann 3100 Monticello, Suite 300 Dallas, TX 75205

Affirmation Statement: I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

### GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH that ROIC ZEPHYR COVE LLC, a Delaware limited liability company, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, and Sell to ROUND HILL SC, LLC, a Nevada limited liability company, as to an undivided 41% interest, DAVIDSON RETAIL I, LLC, a Nevada limited liability company, as to an undivided 15.259% interest and DAVIDSON RETAIL II, LLC a Nevada limited liability company, as to an undivided 43.741% interest, together as tenants in common, all that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and by this reference incorporated herein;

Together with all improvements, fixtures, tenements, hereditaments and appurtenances thereunto appertaining; and

Subject to (i) all general and special taxes for the current fiscal year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; and (ii) covenants, conditions, restrictions, reservations, rights, rights of way, easements and all encumbrances now of record, and also subject to the following:

- 1. Taxes of assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
- 5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

[Signature and notarial acknowledgement appear on the following page.]

Witness my hand this 24 day of September, 2018.

ROIC ZEPHYR COVE LLC, a Delaware limited liability company

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

Richard K. Schoebel

Title: Chief Operating Officer

Certificate of Acknowledgment of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
)ss
. )ss

COUNTY OF San Diego

On September 24, 2018, before me, Nuclette Idona O'Leary, a Notary Public, personally appeared Richard K. Schoebel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

Mcolette Idona O'Lewy Signature



#### **EXHIBIT 'A'**

#### PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 22 NORTH 89°54'09" WEST, 1513.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50 AS DESCRIBED IN THE CONVEYANCE TO THE STATE OF NEVADA RECORDED JULY 18, 1933 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK T OF DEEDS, AT PAGE 436;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 674.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND SHOWN AS NEVADA ALLIED INDUSTRIES ON THE RECORD OF SURVEY FOR NEVADA ALLIED INDUSTRIES RECORDED SEPTEMBER 25, 1980 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 980, AT PAGE 1969, AS DOCUMENT NO. 48927, A FOUND 3/4" IRON PIPE AND PLUG RLS 3519;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 152.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 437.47 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL #1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 84°15'35" EAST, 25.88 FEET;

THENCE NORTH 42°24'00" EAST, 50.32 FEET;

THENCE NORTH 26°07'31" WEST 18.56 FEET;

THENCE NORTH 42°24'00" EAST, 13.61 FEET;

THENCE NORTH 47°36'00" WEST, 120.00 FEET;

**THENCE SOUTH 42°24'00" WEST, 71.06 FEET;** 

THENCE NON-TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET, CENTRAL ANGLE OF 46°39'32", AN ARC LENGTH OF 24.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 24°01'56" EAST, 23.37 FEET;

THENCE SOUTH 47°21'42" EAST, 68.90 FEET;

THENCE SOUTH 36°36'19" EAST, 20.91 FEET;

THENCE SOUTH 17°25'22" EAST, 10.60 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 175.55 FEET TO THE SOUTHEASTERLY CORNER OF SHELL OIL COMPANY, A.P.N. 05-290-01, AS

RECORDED IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK 1094, AT PAGE 559:

THENCE ALONG THE BOUNDARY OF SAID SHELL OIL COMPANY THE FOLLOWING FIVE COURSES:

THENCE NORTH 42°24'00" EAST, 88.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.50 FEET, CENTRAL ANGLE OF 46°00'00", AND AN ARC LENGTH OF 66.24 FEET;

THENCE NORTH 03°36'00" WEST, 65.41 FEET;

**THENCE SOUTH 80°30'10" WEST, 117.91 FEET;** 

THENCE SOUTH 42°24'00" WEST, 100.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 14.45 FEET:

THENCE NORTH 42°24'00" EAST, 545.28 FEET;

**THENCE SOUTH 52°35'03" EAST, 40.63 FEET;** 

**THENCE NORTH 68°56'23" EAST 164.88 FEET;** 

THENCE NORTH 04°43'13" WEST, 17.70 FEET;

THENCE SOUTH 59°30'37" EAST, 128.00 FEET;

THENCE SOUTH 76°36'23" WEST, 67.98 FEET;

THENCE SOUTH 09°08'39" EAST 200.78 FEET;

THENCE SOUTH 09°10'30" EAST, 122.01 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 34.12 FEET,

CENTRAL ANGLE OF 89°43'38" AND ARC LENGTH OF 53.43 FEET;

THENCE NORTH 81°05'52" EAST 64.33 FEET;

**THENCE SOUTH 12°39'37" EAST, 30.95 FEET;** 

THENCE SOUTH 35°39'37" EAST, 348.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ELKS POINT ROAD:

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, CENTRAL ANGLE OF 33°22'12", ARC LENGTH OF 186.37 FEET, CHORD BEARING SOUTH 25°42'54" WEST, AND CHORD LENGTH OF 183.75 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 42°24'00" WEST, 80.76 FEET;

THENCE NORTH 47°36'00" WEST, 171.43 FEET;

THENCE SOUTH 42°19'21" WEST, 55.58 FEET;

THENCE NORTH 47°36'52" WEST, 31.73 FEET;

THENCE SOUTH 42°24'00" WEST, 63.25 FEET;

THENCE SOUTH 47°36'25" EAST, 26.67 FEET;

THENCE SOUTH 43°32'23" WEST, 70.01 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 22, 2011 IN BOOK 911, PAGE 3871 AS INSTRUMENT NO. 789916 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

#### PARCEL 2:

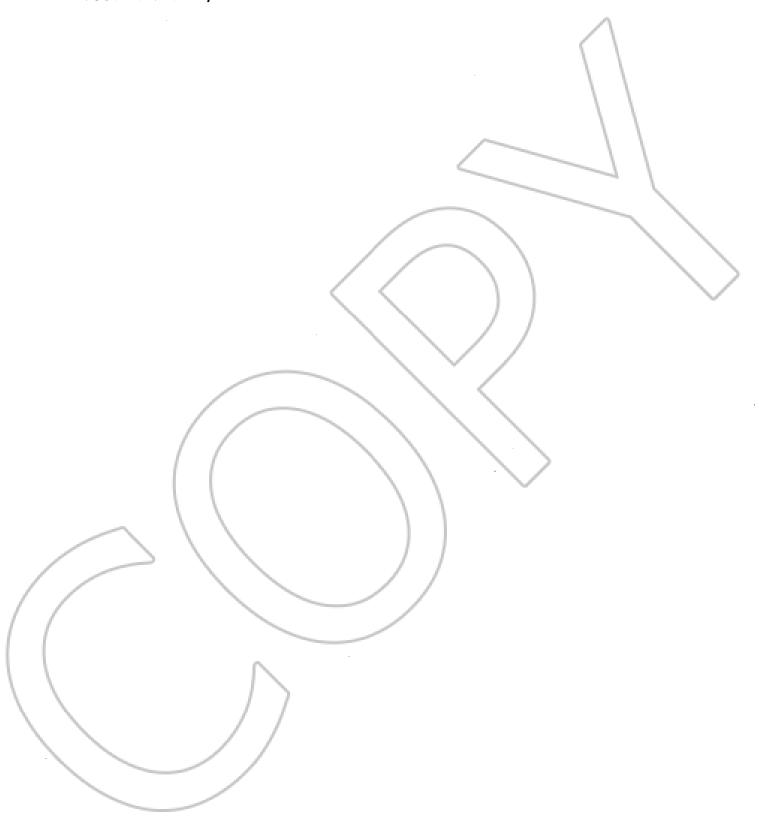
THOSE CERTAIN EASEMENTS AS DESCRIBED IN A RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 7, 1980, IN BOOK 1080, AT PAGE 455, AS DOCUMENT NO. 49341, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

#### PARCEL 3:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT CONTAINED IN DEED RECORDED OCTOBER 5, 1994, IN BOOK 1094, AT PAGE 559, AS DOCUMENT NO. 347650, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

#### PARCEL 4:

THOSE CERTAIN RECIPROCAL EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT DATED DECEMBER 18, 1998, RECORDED DECEMBER 21, 1998, IN BOOK 1298, AT PAGE 5054, AS DOCUMENT NO. 457043, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.



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a) 1318-15-802-010	/\
b)	\ \
d)	\ \
2. Type of Property	\\
a) Uscant Land b) Single Fam. R	es. FOR RECORDERS OPTIONAL USE
c) Condo/Twnhse d) 2-4 Plex	BookPage:
e) Apt. Bldg. f) Comm'l/Ind'l	Date of Recording:
g) Agricultural h) Mobile Home	Notes:
i) x Other shopping center	
3. a) Total Value/Sales Price of Property:	\$28,000,000.00
b) Deed in Lieu of Foreclosure Only (value of	property) (_\$)
c) Transfer Tax Value:	\$28,000,000.00
d) Real Property Transfer Tax Due	\$109,200.00
4. <u>If Exemption Claimed:</u>	) )
a. Transfer Tax Exemption, per 375.090, Sec	tion:
b. Explain reason for exemption:	
5. Partial Interest: Percentage being transferred	: 100 %
The undersigned declares and acknowledges	s, under penalty of perjury, pursuant to NRS
375.060 and NRS 375.110, that the informatio information and belief, and can be supported by	n provided is correct to the best of their documentation if called upon to substantiate
the information provided boson Furthermore	
die monitation or ather determination of ad	the parties agree that disallowance of any
claimed exemption, or other determination of ad 10% of the tax due plus interest at 1% per mont	ditional tax due, may result in a penalty of h. Pursuant to NRS 375.030, the Buyer and
claimed exemption, or other determination of ad 10% of the tax due plus interest at 1% per mont Seller shall be jointly and severally liable for any a	ditional tax due, may result in a penalty of h. Pursuant to NRS 375.030, the Buyer and dditional amount owed.
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claimed exemption, or other determination of ad 10% of the tax due plus interest at 1% per mont Seller shall be jointly and severally liable for any a Signature:  Richard K. School Signature:	ditional tax due, may result in a penalty of h. Pursuant to NRS 375.030, the Buyer and dditional amount owed.  Capacity:  Capacity:
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claimed exemption, or other determination of ad 10% of the tax due plus interest at 1% per mont Seller shall be jointly and severally liable for any a Signature:  Signature:  SELLER (GRANTOR) INFORMATION (REQUIRED)  ROIC Zephyr Cove, LLC, a Delaware limited liability company c/o Retail Opportunity Investments 11250 El Camino Real #200  City: San Diego  State: CA Zip: 92130	ditional tax due, may result in a penalty of h. Pursuant to NRS 375.030, the Buyer and ditional amount owed.  Capacity: Capacity: Capacity:  BUYER (GRANTEE) INFORMATION  (REQUIRED)  Round Hill SC, LLC, a Nevada limited liability company and Davidson Retail I, LLC, a Nevada limited liability company and Davidson Retail II, LLC, a Nevada limited liability company and Davidson Retail II, LLC, a Nevada limited liability company  Address: 3100 Monticello Ave. #300  City: Dallas  State: TX Zip: 75205
Claimed exemption, or other determination of ad 10% of the tax due plus interest at 1% per mont Seller shall be jointly and severally liable for any a Signature:  Signature:  SELLER (GRANTOR) INFORMATION (REQUIRED)  ROIC Zephyr Cove, LLC, a Print Name:  Delaware limited liability company c/o Retail Opportunity Investments Address:  11250 El Camino Real #200  City:  San Diego  State:  CA  Zip: 92130  COMPANY/PERSON REQUESTING RECORDING	ditional tax due, may result in a penalty of h. Pursuant to NRS 375.030, the Buyer and ditional amount owed.  Capacity: Capacity: Capacity:  BUYER (GRANTEE) INFORMATION  (REQUIRED)  Round Hill SC, LLC, a Nevada limited liability company and Davidson Retail I, LLC, a Nevada limited liability company and Davidson Retail II, LLC, a Nevada limited liability company and Davidson Retail II, LLC, a Nevada limited liability company  Address: 3100 Monticello Ave. #300  City: Dallas  State: TX Zip: 75205
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1.	Assess	or Parcel Numb	er(s)					
a)	13	18-15-1	802-01	D				
b)							•	^
c). d)		·	<del></del>					
2.		f Property	·					\ \
2. a)		acant Land	b) Single	Fam. Res.	FOR	REC	ORDERS O	PTIONAL USE
c)	=	ondo/Twnhse	d) 2-4 Pl		Book		Pag	1 1
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g)	$\equiv$	gricultural	<i>,</i> —	e Home	Notes	<u>/-</u>		
i)	[X] C	ther shoppin	g center	<del></del>		-	The state of the s	-
3.	a) Tota	l Value/Sales P	rice of Property	<b>/:</b>		\$28	3,000,000.0	0
	•	d in Lieu of For		value of prop	perty)	(_\$_		
	c) Tran	sfer Tax Value:	:		_	\$28	3,000,000.0	0
	d) Real	Property Trans	sfer Tax Due			\$10	09,200.00	
4.	If Exe	mption Claim	<u>ed:</u>				1. 1	
	a. Trai	nsfer Tax Exem	ption, per 375.	090, Section	:			
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-		/ /	<b>N</b>		_/		Retail I, Li	.C, a Nevada bility company
		1					and Davids	son Retail II,
Dein	t Nama	ROIC Zephyr Delaware lim	Cove, LLC, a	mnany	r Drint Na	ma	LLC, a Nev liability cor	rada limited
PIIII	it Name.		ortunity Invest		rinic ivo	iiie.	liability Wi	прапу
	iress:	11250 El Cam	ino Real #200		Address	_		cello Ave. #300
City		Diego	2010			Dalla:		7: 75205
Stat		A	Zip: 9213		State: (roquir	TX ad if		Zip: 75205
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,			Title Insurance	е				
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Prin Add	it Name: Iress <u>5</u> :: Reno	First Americar Company 310 Kietzke Lar	n Title Insurance ne, Suite 100	e F S	ile Num State: <u>N</u>	iber: j	121-254612 Zi	or buyer) 1 MLR/ MLR p:89511-2043

1.	Assessor Parcel Number(s)		
a)	1319-15-802-010		
b) c)			
d)		( \	
2.	Type of Property	\ \	
a)		. FOR RECORDERS OPTIONAL USE	
c)	Condo/Twnhse d) 2-4 Plex	Book Page:	
e)		Date of Recording:	M
g)		Notes:	٧
i)	· <del></del>		
3.	a) Total Value/Sales Price of Property:	\$28,000,000.00	_
	b) Deed in Lieu of Foreclosure Only (value of pr	roperty) ( \$	J
	c) Transfer Tax Value:	\$28,000,000.00	_ "
	d) Real Property Transfer Tax Due	\$109,200.00	
4.	If Exemption Claimed:	1.	_
•	a. Transfer Tax Exemption, per 375.090, Section	hn:	
	b. Explain reason for exemption:		
-		100 %	
5.	Partial Interest: Percentage being transferred: The undersigned declares and acknowledges,		ς
375	.060 and NRS 375.110, that the information	provided is correct to the best of the	ir
info	rmation and belief, and can be supported by do information provided berein. Furthermore, the	ocumentation if called upon to substantiat se parties agree that disallowance of an	e v
clai	information provided herein. Furthermore, the med exemption, or other determination of additional determination de	tional tax due, may result in a penalty of	)f
Sell	6 of the tax due plus interest at 1% per month. er shall be jointly and severally liable for any add	Pursuant to MRS 375.030, the Buyer and ditional amount owed.	O .
	nature:	Capacity: Make	
_	nature:	Capacity:	_
	SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION	<u> </u>
and the last of th	(REQUIRED)	(REQUIRED) Round Hill SC, LLC, a	
		Nevada limited liability	
-	_ \ \	company and Davidson Retail I, LLC, a Nevada	
		/ limited liability company	
	ROIC Zephyr Cove, LLC, a	and Davidson Retail II, LLC, a Nevada limited	
Prin	t Name: Delaware limited liability company	Print Name: liability company	_
Add	c/o Retail Opportunity Investments ress: 11250 El Camino Real #200	Address: 3100 Monticello Ave. #300	
City	: San Diego	City: Dallas	_
Stat		State: TX Zip: 75205	
<u>CO</u>	MPANY/PERSON REQUESTING RECORDING	<u>G (required if not seller or buyer)</u>	
Drin	First American Title Insurance t Name: Company	File Number: 121-2546121 MLR/ MLR	
	ress 5310 Kietzke Lane, Suite 100	THE PROPERTY IS A STATE OF THE PROPERTY IN THE	_
	: Reno	State: NV Zip: 89511-2043	_
	(AS A PUBLIC RECORD THIS FORM MAY	BE RECORDED/MICROFILMED)	

1.	Assessor Parcel Number(s)	. •	
a)	1318-15-802-010		
b)			$\wedge$
c) d)			
			\ \
2.	Type of Property  Vacant Land  b)  Single Fam. Res	EOD DECORDE	RS OPTIONAL USE
a)			\ \ \
c)		Book	Page:
e)		Date of Recordin	g:
g)		Notes:	
i)			
3.	a) Total Value/Sales Price of Property:	_\$28,000,	00.00
	b) Deed in Lieu of Foreclosure Only (value of p	roperty) (_\$	
	c) Transfer Tax Value:	\$28,000,	000.00
	d) Real Property Transfer Tax Due	\$109,200	.00
4.	If Exemption Claimed:		
	a. Transfer Tax Exemption, per 375.090, Section	on:	
	b. Explain reason for exemption:		/
_		- 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1	/
5.	Partial Interest: Percentage being transferred:	<u>108</u> %	
			tions more and he NIDC
375	The undersigned declares and acknowledges, .060 and NRS 375.110, that the information	provided is correct	to the best of their
info	.060 and NRS 375.110, that the information rmation and belief, and can be supported by do	provided is correct cumentation if called	to the best of their upon to substantiate
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