

APN#: 1220-04-002-020

**Recording Requested By:**

Western Title Company, LLC

**Escrow No.:** 104817-ARJ

**When Recorded Mail To:**

BRIDGESTONE RETAIL

OPERATIONS, LLC

200 4TH AVENUE SOUTH

NASHVILLE, TN 37201

ATTN: LAW DEPT.- REAL

ESTATE SECTION

**Mail Tax Statements to: (deeds only)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

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)

Signature \_\_\_\_\_

Anu Jansse

Escrow Officer

**MEMORANDUM OF LEASE**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

Gardnerville, NV  
US 395 and Stodick Parkway  
PN #317933

This instrument prepared by  
and after recording return to:  
Bridgestone Retail Operations, LLC  
200 4<sup>th</sup> Avenue South  
Nashville, TN 37201  
Attention: Law Dept. – Real Estate Section

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into this 20<sup>th</sup> day of May, 2019 by and between **JH – GARDNERVILLE, LLC**, a Texas limited liability company (the “Landlord”) and **BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company (the “Tenant”).

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. By Lease, dated February 13, 2019, as amended by First Amendment, dated March 18, 2019, and Second Amendment being executed simultaneously herewith, Jones Hummel Holdings, LLC leased to Tenant those certain premises located at US 395 and Stodick Parkway, Gardnerville, Douglas County, Nevada (the “Demised Premises”) as more particularly described on Exhibit A attached hereto (collectively, the “Lease”). The Lease was subsequently assigned to JH – Gardnerville, LLC, a Texas limited liability company.
2. The Lease contains provisions concerning the construction of the Demised Premises.
3. The Demised Premises may be used for any lawful purpose, except as otherwise set forth that certain Second Amendment to Lease executed by and between Landlord and Tenant.
4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for five (5) successive periods of five (5) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or a parent, affiliate, subsidiary, or any party holding a twenty-five percent (25%) or greater ownership or management interest in Landlord (“Landlord’s Affiliate”), or developed or constructed by Landlord or Landlord’s Affiliate for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, the operation of an automotive service and repair business for the sale, service, repair and installation of tires, motor vehicle parts and accessories, oil and its derivatives, automobile supplies and furnishings;

and such other uses as may be necessary or incidental thereto. This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Demised Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Demised Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third-party beneficiary of all of the terms and provisions of any such easement or similar agreement.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

[Signature Pages Follow]



**TENANT:**

**BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company

By: Caleb Smith  
Caleb Smith

Its: SR. DIRECTOR, REAL ESTATE OPS

[Signature]  
Witness

[Signature]  
Witness

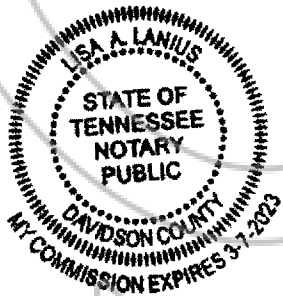
STATE OF TENNESSEE    )  
  ) SS  
COUNTY OF DAVIDSON    )

On this the 16th day of May, 2019, before me, the undersigned officer, personally appeared CALEB SMITH, SR. DIR., RE OPERATIONS of Bridgestone Retail Operations, LLC, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as SR. DIR., RE OPERATIONS.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

My Commission Expires: 3-7-2023



## EXHIBIT A

### LEGAL DESCRIPTION

#### REVERSION RESULTANT PARCEL

JN.9650.000

A portion of the East Half (E 1/2) of Section 4, and the West Half (W 1/2) of Section 3 of Township 12 North, Range 20 East, M.D.B. & M, and set forth as Adjusted Parcel 2 in Boundary Line Adjustment Grant, Bargain, Sale Deed recorded March 25, 2009 as Document No. 740141 and Parcel 3 in Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on May 4, 2010, in Book 510, Page 690 as Document No. 763100 of Official Records Douglas County, Nevada, being more particularly described as follows:

Commencing at the most Northerly corner of adjusted Parcel One as shown on the Record of Survey for Colonial Bank NA, recorded December 27, 2007, in the office of the recorder of Douglas County Nevada as Document No. 715367;

Thence along the Easterly line of adjusted Parcel One and adjusted Parcel Two as shown on said map, South 00°21'36" West, a distance of 184.02 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along the Easterly Line of said adjusted Parcel Two South 00°21'36" West, a distance of 194.33 feet;

**THENCE** curving to the right along the arc of a 150.00 foot radius curve, concave Westerly, through a central angle of 37°26'52", with an arc length of 98.04 feet;

**THENCE** South 37°48'28" West, a distance of 24.22 feet to the East line of the Southeast Quarter (SE 1/4) of said Section 4 as shown on the Record of Survey for Douglas County filed for record on November 24, 2008, in Book 1108, Page 4361, as Document No. 733504 in the Douglas County Nevada Recorder's Office;

**THENCE** along the East line of said Section 4, South 00°39'29" West 71.31 feet to the Easterly right-of-way of U.S. Highway 395;

**THENCE** along the arc of a nontangent curve to the left having a radius of 5,060.00 feet, central angle of 00°11'03", arc length of 16.26 feet and chord bearing and distance of North 37°43'44" West, 16.26 feet to a point on the Easterly right-of-way of U.S. Highway 395, also being the Westerly line of that portion of right-of-way abandoned in Resolution of Abandonment of a Portion of State Highway Right-of-Way, recorded November 20, 2002, in said office of Recorder, in Book 1102, at Page 8530, as Document No. 558501;

**THENCE** along said Easterly right-of-way, along the arc of a curve to the left, having a radius of 5,060.00 feet, central angle of 01°05'16", arc length of 96.07 feet and chord bearing and distance of North 38°21'53" West 96.06 feet to the Southwesterly corner of a parcel of land described in a Grant Bargain and Sale Deed between Douglas County and G.T.E.B., LLC, recorded April 22, 2003, in said office of Recorder, in Book 0403, at Page 10825, as Document No. 574312;

**THENCE** along said right-of-way from a tangent bearing North 38°54'33" West, curving to the left along the arc of a 5,060.00 foot radius curve concave Southwesterly, through a central angle of 02°14'58", with an arc length of 198.65 feet to a point, a radial line to said point bears North 48°50'29" East;

**THENCE** departing said right-of-way, North 61°07'36" East, a distance of 280.60 feet **TO THE POINT OF BEGINNING.**

The above described area contains 46,145 Square Feet +/-.

**THE BASIS OF BEARING** for this description is identical to the Parcels in Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on May 4, 2010, in Book 510, Page 690 as Document No. 763100 of Official Records Douglas County, Nevada.

NOTE: Portions of the above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on May 4, 2010, in Book 510, Page 690 as Document No. 763100 of Official Records. This Legal Description has been prepared from information on recorded documents and maps. I assume no responsibility for the existence of the monuments or correctness of other information shown on or copied from the documents.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703

