

APNs: 1320-30-615-002 (Lot 3)

1320-30-615-001 (Lot 2)

Minden, NV
 NEC Hwy 395 & Hwy 88
 L/C: 027-0430
 File # 45860

**THIS DOCUMENT IS BEING RECORDED
 AS AN ACCOMMODATION ONLY. NO
 LIABILITY IS ASSUMED HEREBY.**

Prepared by: Robin A. Greaves
 After recording, return to: Robin A. Greaves
 McDONALD'S CORPORATION
 110 N Carpenter St
 Chicago IL 60607-2101

SIGNED IN COUNTERPART

AMENDED AND RESTATED RESTRICTIVE COVENANT FOR LOT 3

This Amended and Restated Restrictive Covenant for Lot 3 ("Amended and Restated Restrictive Covenant") dated effective as of 4:00 PM on December 22, 2020 ("Effective Date") is entered into by And Away They Go, LLC, a Nevada limited liability company ("Grantor") in favor of McDonald's Real Estate Company, a Delaware Corporation ("McDonald's" or "Grantee"), and amends and restates in its entirety that certain Restrictive Covenant dated December 14, 2020 and filed in the office of the Douglas County Recorder on December 22, 2020, as File No. 2020-958791, Official Records ("Lot 3 Restrictive Covenant").

RECITALS

A. Under a Contract dated June 28, 2019, as amended ("Contract"), Grantor, as seller, agreed to convey to McDonald's a parcel of real estate described on Exhibit A attached hereto and incorporated herein ("Lot 2").

B. One of the terms of the Contract required Grantor to record a restrictive covenant for the benefit of Lot 2 restricting the use of an adjacent parcel of real property owned by Grantor legally described as follows: Lot 3 as shown on the Final Commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder on August 14, 2020, as File No. 2020-950829, Official Records ("Lot 3").

C. On December 22, 2020 ("Closing Date"), Grantor and McDonald's closed the Contract and Grantor, as seller, conveyed a fee simple interest in Lot 2 to McDonald's. Grantor also, as required under the Contract, recorded the Lot 3 Restrictive Covenant encumbering Lot 3 for the benefit of Lot 2.

D. However, the recorded Lot 3 Restrictive Covenant contained errors including erroneously identifying the lot to be encumbered as "Lot 1 as shown on the Final Commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder on August 14, 2020, as File No. 2020-950829, Official Records" ("Lot 1"), instead of Lot 3.

E. The Lot 3 Restrictive Covenant was never intended to encumber or affect Lot 1. It was intended to affect only Lot 3.

F. Grantor and McDonald's seek to execute and record this Amended and Restated Restrictive Covenant for Lot 3 to correct the errors and to reflect that the use restriction affects Lot 3 and only Lot 3 as agreed upon in the Contract effective as of the Effective Date.

G. Contemporaneously herewith, Grantor and McDonald's will also execute and record a separate Amended and Restated Restrictive Covenant for Lot 1 to correct reciprocal errors and to reflect the correct use restrictions on Lot 1 as agreed upon in the Contract effective as of the Effective Date.

AGREEMENT

THEREFORE, in consideration of the terms and conditions contained in the Contract, Grantor promises and declares that the property described on Exhibit B attached hereto and incorporated herein will not be leased, used or occupied as a restaurant or for food service purposes (which includes any type of food or drink), drive-in, drive-thru or walk-up eating/drinking facility (including without limitation a kiosk, stand, booth or area located inside another business facility) for a period of 20 years from the Effective Date, expiring on December 22, 2040.

This restriction runs with the land described on Exhibits A and B and shall inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

[Signature page follows]

AFFIDAVIT OF OWNERSHIP

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer or partner of the above named Grantor and as such has access to the records of the Grantor and knows of his(her) personal knowledge that the Grantor has title to all of the property described on Exhibit B attached.

SIGNED IN COUNTERPART

Michael E. Pegram

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires _____

Notary Public

(Attach Exhibits A and B)

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____


The foregoing instrument was acknowledged before me on _____, by Michael E. Pegram, Manager of And Away They Go, LLC.

My commission expires _____

Notary Public

McDONALD'S:

**McDONALD'S REAL ESTATE COMPANY,
a Delaware corporation**

By: 
Jacob Steinfield Senior Counsel
[Print Name and Title]

ACKNOWLEDGMENT - CORPORATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Laura Razo, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Jacob Steinfield, as SR. Counsel of McDonald's Real Estate Company, a Delaware corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of March 2022.


Notary Public

My commission expires 10-28-2023



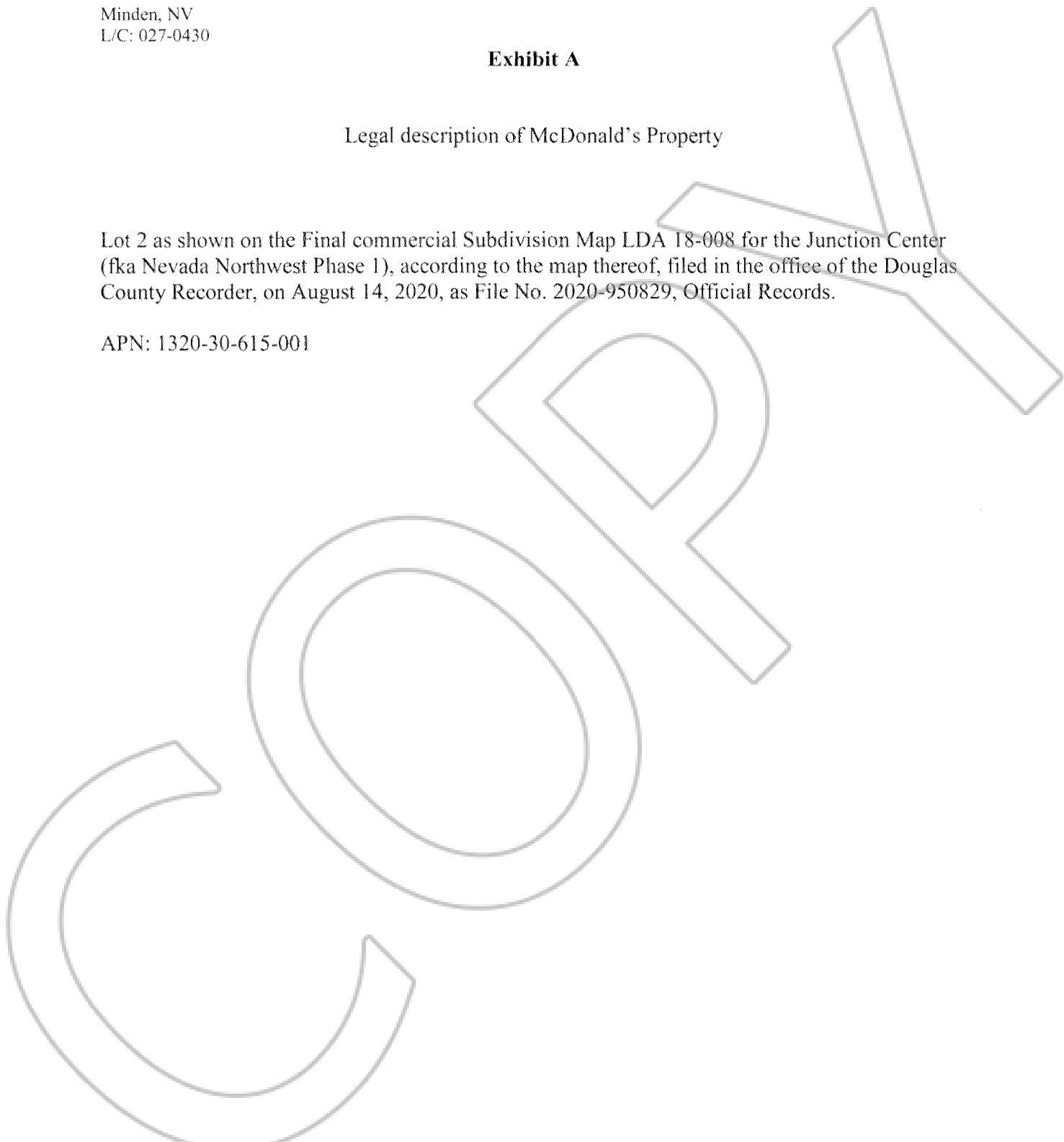
Minden, NV
L/C: 027-0430

Exhibit A

Legal description of McDonald's Property

Lot 2 as shown on the Final commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder, on August 14, 2020, as File No. 2020-950829, Official Records.

APN: 1320-30-615-001



Minden, NV
L/C: 027-0430

Exhibit B

Legal description of Grantor's Property

Lot 3 as shown on the Final commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder, on August 14, 2020, as File No. 2020-950829, Official Records.

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B. One of the terms of the Contract required Grantor to record a restrictive covenant for the benefit of Lot 2 restricting the use of an adjacent parcel of real property owned by Grantor legally described as follows: Lot 3 as shown on the Final Commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder on August 14, 2020, as File No. 2020-950829, Official Records ("Lot 3").

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This restriction runs with the land described on Exhibits A and B and shall inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

[Signature page follows]

Grantor and McDonald's have executed this Amended and Restated Restrictive Covenant effective as of 4:00 P.M. on December 22, 2020.

GRANTOR:

AND AWAY THEY GO, LLC
a Nevada limited liability company

By: 
Michael E. Pegram, Manager

ACKNOWLEDGMENT - CORPORATE

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

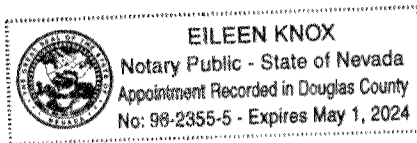
I, Eileen Knox, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael E. Pegram, as Manager of And Away They Go, LLC, a Nevada limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4 day of March, 2022


Notary Public

My commission expires 5/1/2024.

STATE OF NEVADA
COUNTY OF DOUGLAS



AFFIDAVIT OF OWNERSHIP

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer or partner of the above named Grantor and as such has access to the records of the Grantor and knows of his(her) personal knowledge that the Grantor has title to all of the property described on Exhibit B attached.

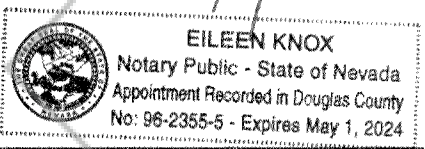
[Signature]
Michael E. Pegram

Subscribed and sworn to before me this 4 day of March, 2022

[Signature]
Notary Public

My commission expires 5/1/2024

(Attach Exhibits A and B)



ACKNOWLEDGMENT

STATE OF Nevada
COUNTY OF Douglas

The foregoing instrument was acknowledged before me on March 4, 2022, by Michael E. Pegram, Manager of And Away They Go, LLC.

[Signature]
Notary Public

My commission expires 5/1/2024



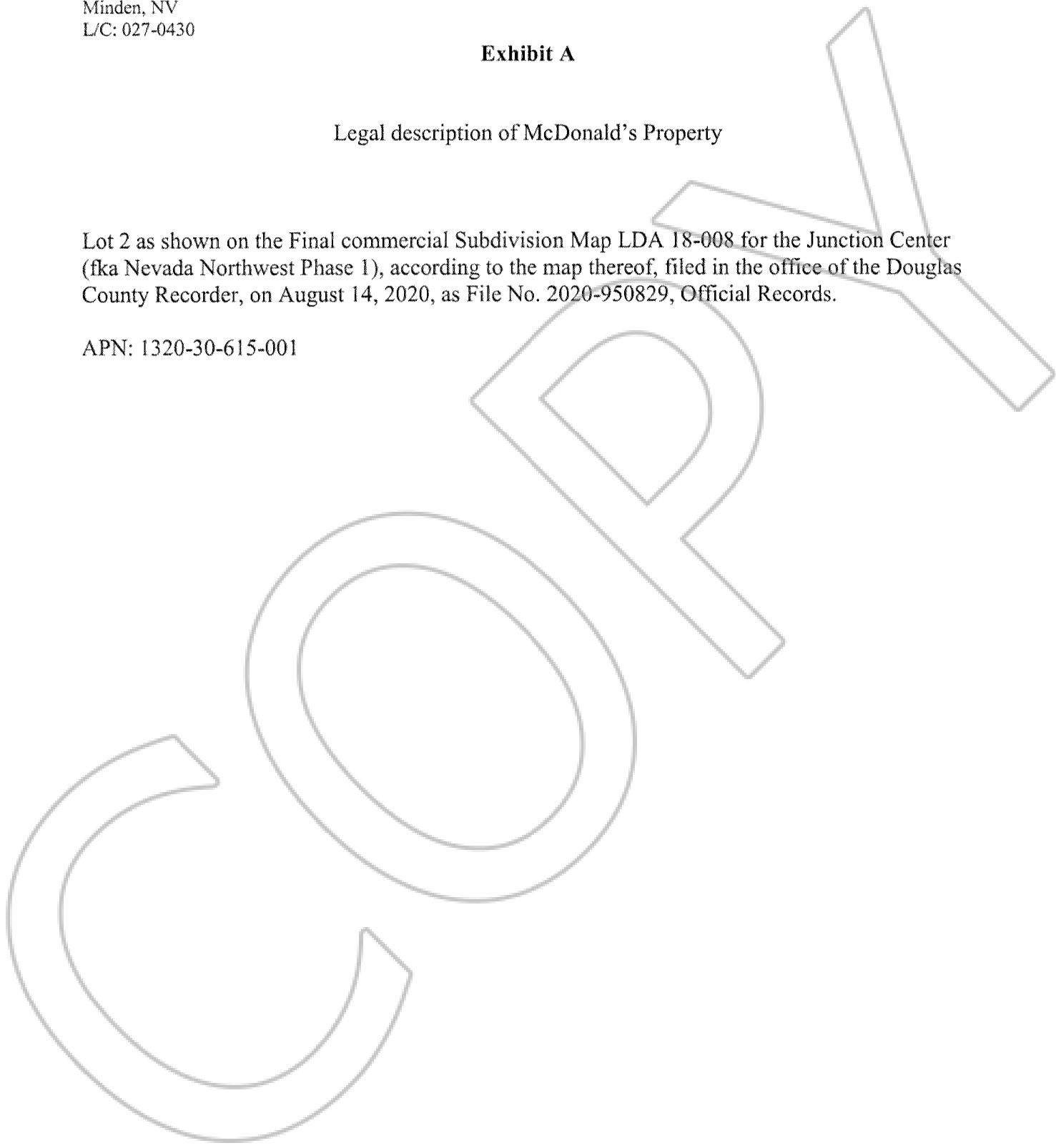
Minden, NV
L/C: 027-0430

Exhibit A

Legal description of McDonald's Property

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APN: 1320-30-615-001



Minden, NV
L/C: 027-0430

Exhibit B

Legal description of Grantor's Property

Lot 3 as shown on the Final commercial Subdivision Map LDA 18-008 for the Junction Center (fka Nevada Northwest Phase 1), according to the map thereof, filed in the office of the Douglas County Recorder, on August 14, 2020, as File No. 2020-950829, Official Records.

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