

DOUGLAS COUNTY, NV	2023-999999
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TICOR TITLE - RENO (TITLE ONLY)	
SHAWNYNE GARREN, RECORDER	

RECORDING REQUESTED BY:

Chicago Title Company

WHEN RECORDED MAIL TO:

Duane Morris LLP
 Spear Tower
 One Market Plaza, Suite 2200
 San Francisco, California 94105
 Attn: Kenneth K. Tze

APN: 1220-04-501-016

TERMINATION OF GROUND LEASE

THIS TERMINATION OF GROUND LEASE (this "Agreement") is entered into as of the 30th day of August, 2023 (the "Effective Date"), by and between Hart Estate Investment Company, a California general partnership ("Lessor"), and The Survivor's Trust subdivision of the Donlon H. and Agnes H. Gabrielsen Family Trust, under Third Amended and Restated Gabrielsen Family Trust Agreement dated March 14, 2013, as successor to Donlon H. Gabrielsen and Agnes Gabrielsen, husband and wife, and Eric H. Gabrielsen, a married man, as his sole and separate property (collectively, "Lessee").

RECITALS

A. WHEREAS, Lessor and Lessee's predecessor Hart Estate Development Company, a California general partnership ("HEDC"), entered into that certain Ground Lease dated as of November 7, 1989 (as such ground lease may have been amended, modified and/or assigned thereafter, the "Ground Lease"), pursuant to which Lessor leased to HEDC certain real property located in Douglas County, Nevada, legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. WHEREAS, HEDC assigned to Lessee and Lessee assumed all of HEDC's right, title and interest in and to the Ground Lease.

C. WHEREAS, the Ground Lease is evidenced by that certain Memorandum of Ground Lease dated May 21, 1993, which was recorded in the Official Records of Douglas County, Nevada on May 25, 1993, in Book 593, Page 4694 as Document No. 307960 (the "Memorandum of Ground Lease").

D. WHEREAS, Lessor and Lessee desire to execute this Agreement to terminate the Ground Lease and the Memorandum of Ground Lease and to provide record notice thereof as of the Effective Date.

AGREEMENT

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

1. TERMINATION OF GROUND LEASE. The Ground Lease was terminated by the parties effective as of the Effective Date and the Memorandum of Ground Lease was, and shall be deemed, terminated and of no further force or effect as of the Effective Date.

2. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of California.


(c) This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which together will constitute a single document.

[signature and notary pages follow.]

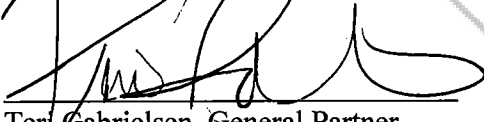
IN WITNESS WHEREOF, Lessor and Lessee have executed this Termination of Ground Lease as of the date first written above.

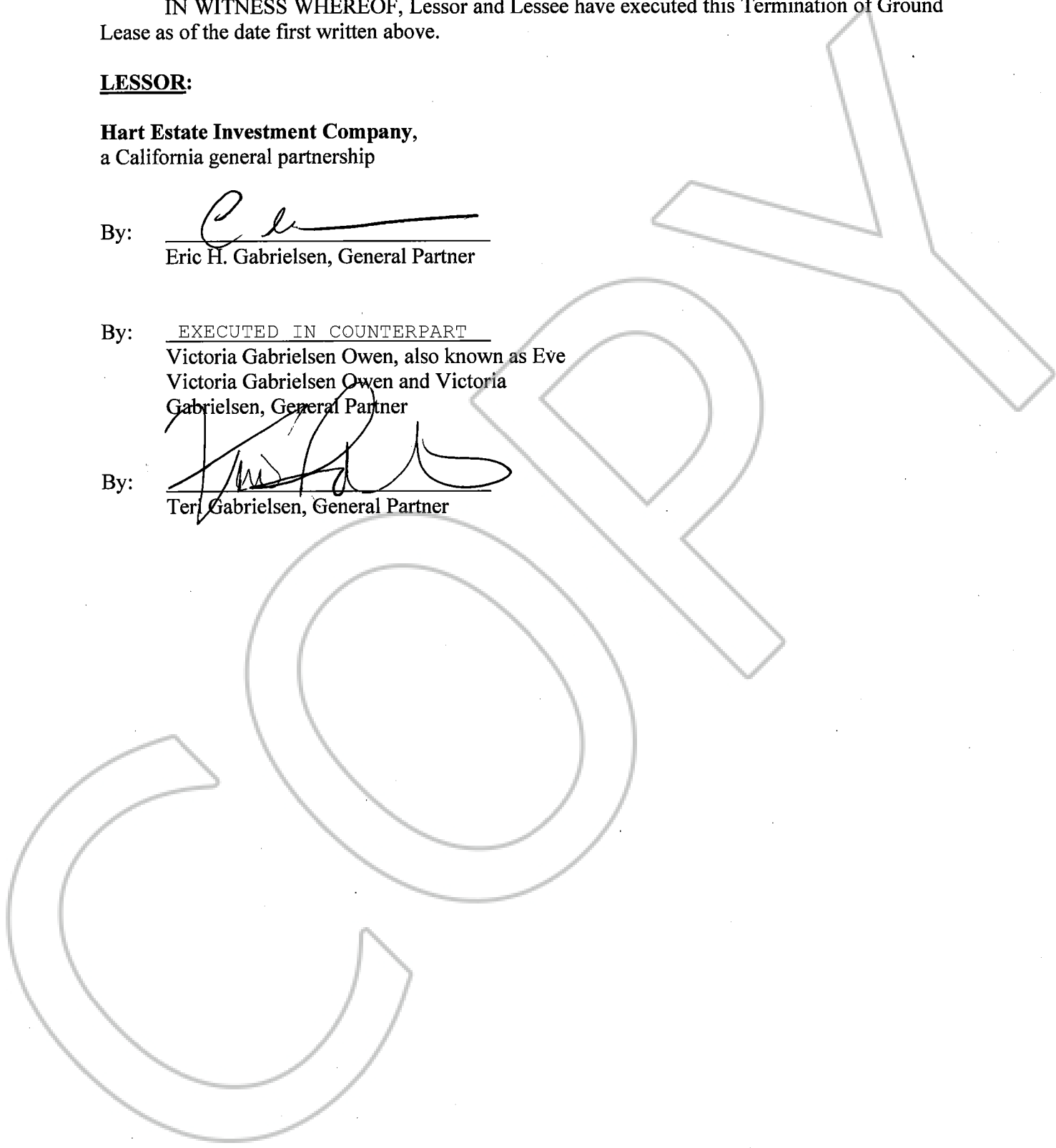
LESSOR:

Hart Estate Investment Company,
a California general partnership

By: 
Eric H. Gabrielsen, General Partner

By: EXECUTED IN COUNTERPART
Victoria Gabrielsen Owen, also known as Eve
Victoria Gabrielsen Owen and Victoria
Gabrielsen, General Partner

By: 
Teri Gabrielsen, General Partner

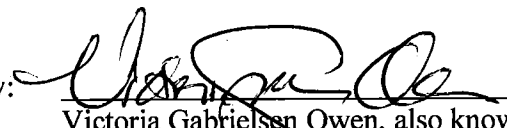


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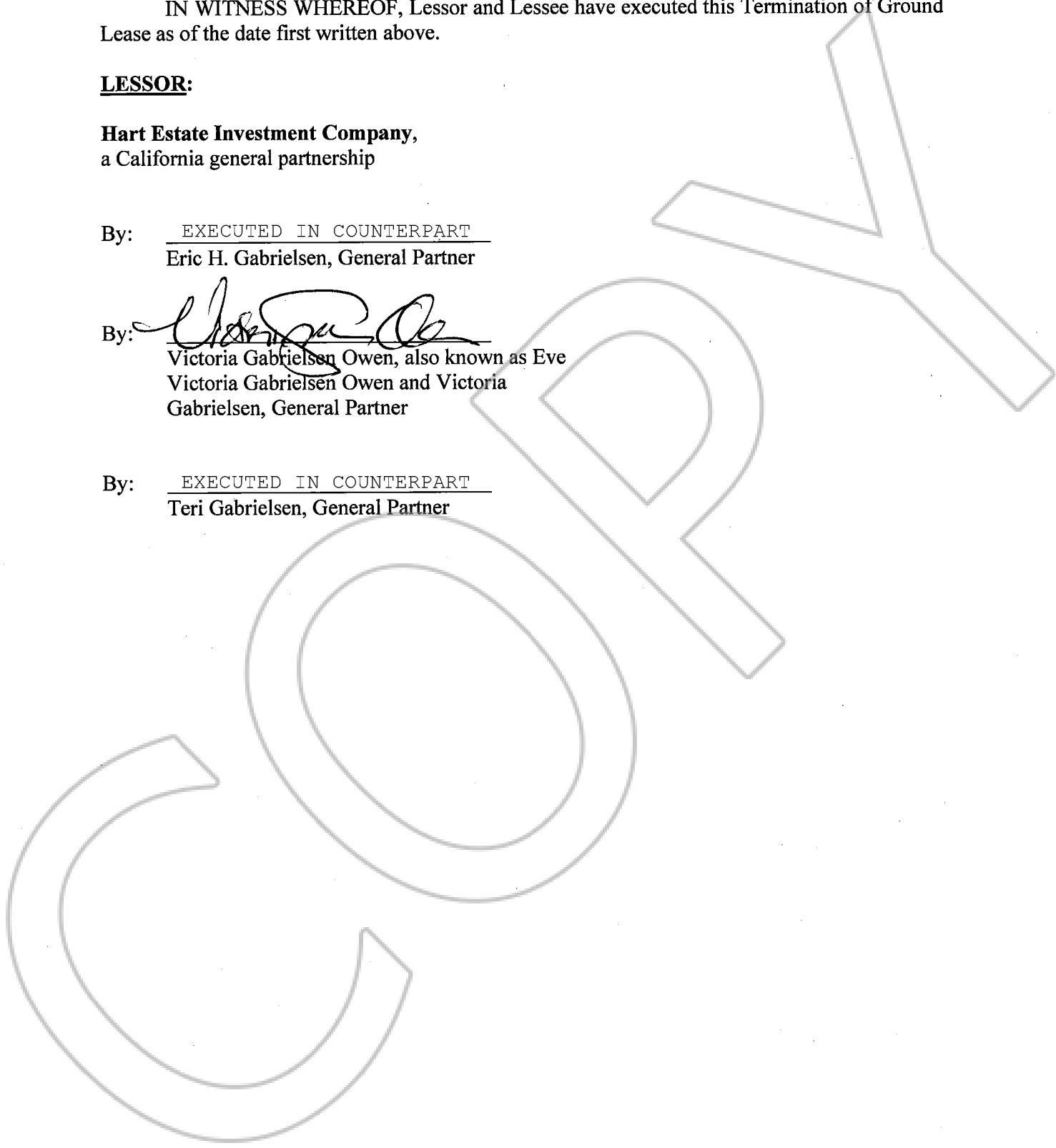
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Eric H. Gabrielsen, General Partner

By: 
Victoria Gabrielsen Owen, also known as Eve
Victoria Gabrielsen Owen and Victoria
Gabrielsen, General Partner

By: EXECUTED IN COUNTERPART
Teri Gabrielsen, General Partner



LESSEE:

**The Survivor's Trust subdivision of the
Donlon H. And Agnes H. Gabrielsen Family
Trust, under Third Amended and Restated
Gabrielsen Family Trust Agreement dated
March 14, 2013**



DANIEL V. HOFFMAN, Co-Trustee

EXECUTED IN COUNTERPART
KRISTIN A. PACE, Co-Trustee

EXECUTED IN COUNTERPART
Eric H. Gabrielsen

COPY

LESSEE:

**The Survivor's Trust subdivision of the
Donlon H. And Agnes H. Gabrielsen Family
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Gabrielsen Family Trust Agreement dated
March 14, 2013**

EXECUTED IN COUNTERPART

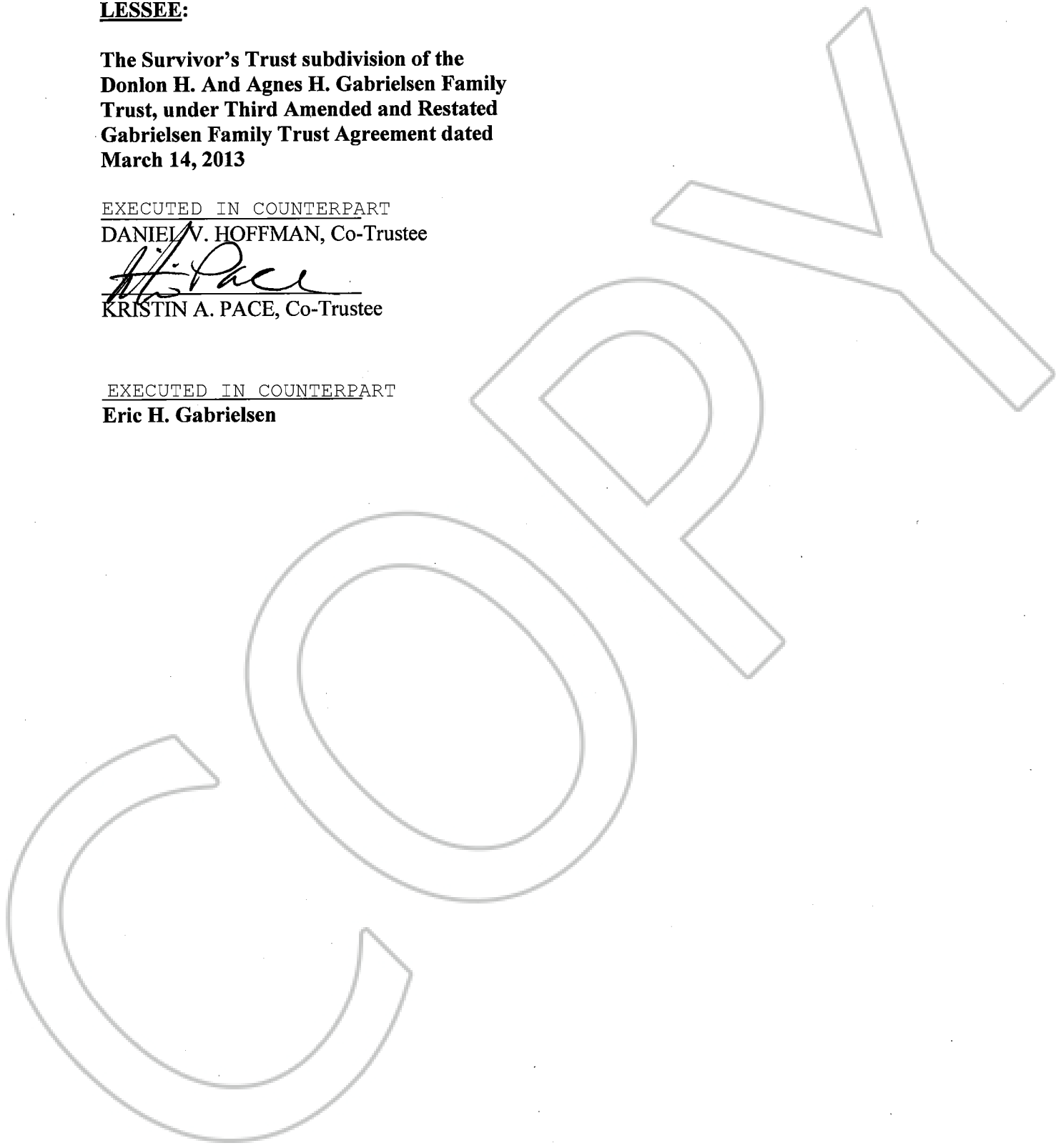
DANIEL V. HOFFMAN, Co-Trustee



KRISTIN A. PACE, Co-Trustee

EXECUTED IN COUNTERPART

Eric H. Gabrielsen



LESSEE:

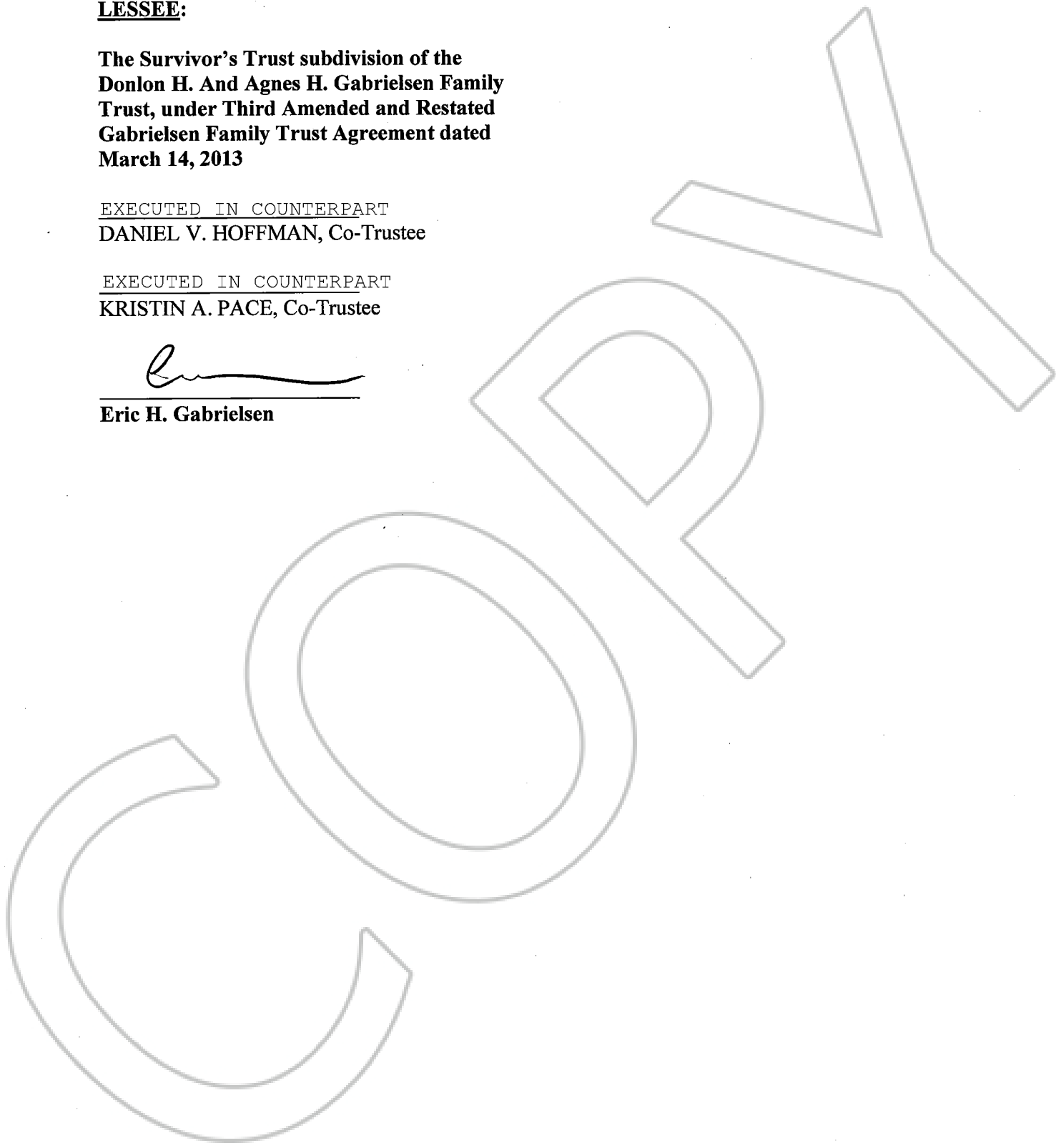
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March 14, 2013**

EXECUTED IN COUNTERPART
DANIEL V. HOFFMAN, Co-Trustee

EXECUTED IN COUNTERPART
KRISTIN A. PACE, Co-Trustee



Eric H. Gabrielsen



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.

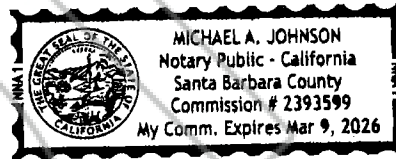
State of California)
County of Santa Barbara)

On August 14, 2023 before me, Michael Johnson, Notary Public (here insert name and title of the officer), personally appeared Eric H. Gabrielsen 2nd Construction who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature Michael Johnson (Seal)



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
County of Marin

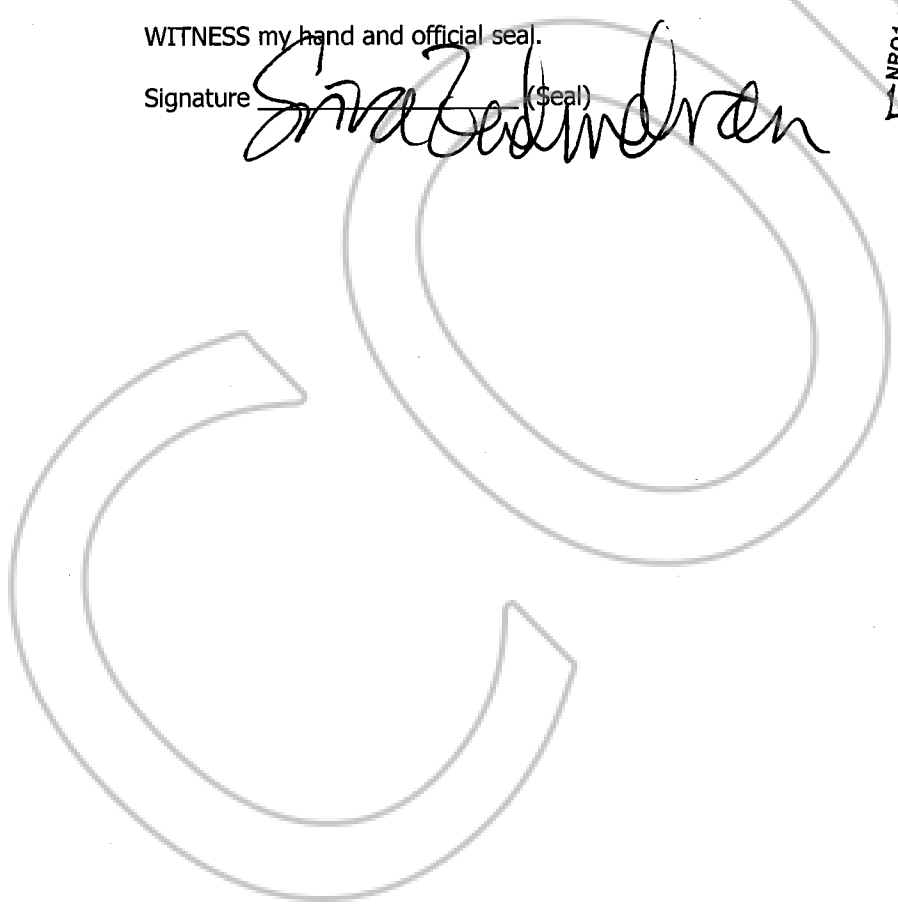
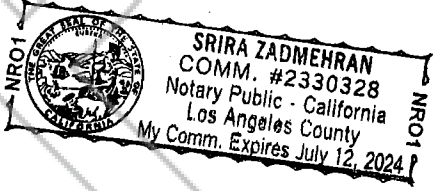
Srira Zadmehran, Notary Public

On 08/12/2023 before me, Srira Zadmehran, Notary Public (here insert name and title of the officer), personally appeared Victoria Gabrielsen Owen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature Srira Zadmehran (Seal)



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 NEW YORK)

)ss:

County of SUFFOLK)

On August 12, 2023 before me, Rosemary Mazzarella, Notary Public in the State of New York, personally appeared Daniel V. Hoffman, who proved to me on the basis of his California Driver's license, satisfactory evidence, to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Signature

Rosemary Mazzarella

Rosemary Mazzarella
Notary Public, State of New York
No. 4743319
Qualified In Suffolk County
Commission Expires April 30, 2027

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)
County of Alameda)

On August 14, 2023 before me, Akilah C. Anderson, Notary Public (here insert name and title of the officer), personally appeared Kristin A. Pace, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature [Handwritten Signature] (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29420, Douglas County Records, from which point the Northeast corner of said Section 4, bears North 30°43'28" East, 2,116.56 feet;

Thence along said Easterly right-of-way line, North 51°02'32" West, 166.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said Easterly right-of-way line, North 51°02'32" West, 634.00 feet to the Southerly right-of-way line of Waterloo Lane, being a 100 foot right-of-way;

Thence along said Southerly line, North 44°54'36" East, 701.78 feet;

Thence leaving said Southerly right-of-way, South 29°39'15" East, 741.00 feet;

Thence South 60°20'45" West, 196.00 feet;

Thence North 89°39'15" West, 44.24 feet;

Thence South 44°54'36" West, 218.83 feet to the TRUE POINT OF BEGINNING.

Said land is also shown as Parcel 1 on the Record of Survey for Hart Estate Investment Co., according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 7, 1989, as File No. 214297, Official Records.

APN: 1220-04-501-016

Per NRS 111.312, this legal description was previously recorded in Book 1189, Page 939, on November 7, 1989, in the office of the Recorder of Douglas County, Nevada.