



KAREN ELLISON, RECORDER

APN: 1420-06-601-004 and  
1420-06-601-003

Recording Requested by  
And Return to:

Lennar Reno, LLC  
10345 Professional Circle  
Suite 100  
Reno, Nevada 891001

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

### GRANT OF TEMPORARY LICENSE

This Grant of Temporary License ("Agreement") is made by and between **RIVERWOOD PARTNERS, LLC**, a Nevada limited liability company ("RPL"), and **RIVERWOOD REDEVELOPMENT, LLC**, a Nevada limited liability company ("RRL" and collectively with RPL, the "Grantor"), and **LENNAR RENO, LLC**, a Nevada limited liability company ("Grantee"), and is effective as of April \_\_, 2016 (the "Effective Date"). Grantor and Grantee are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

### RECITALS

- A. RPL is the owner of all that certain real property in Douglas County, Nevada more particularly described on **Exhibit "A-1"** attached hereto (the "RPL Property").
- B. RRL is the owner of all that certain real property in Douglas County, Nevada more particularly described on **Exhibit "A-2"** attached hereto (the "RRL Property" and together with the RPL Property, the "Servient Property").
- C. Grantee is the owner of all that certain real property in Carson City, Nevada more particularly described on **Exhibit "B"** attached hereto.
- D. Grantee requires a temporary license in, on, over, under and across the Servient Property, in the location described and depicted on **Exhibit "C"** attached hereto (the "License Area") to conduct and perform grading for the Topsy Lane extension roadway improvements pursuant to that certain grading plan entitled "Riverwood Topsy Lane Slope Grading Plan" dated January 28, 2016, prepared by Manhard Consulting, Ltd., (the "Grading Plan"), as described and depicted on **Exhibit "C"**, attached hereto, which includes the removal of up to approximately 8,000 cubic yards

of material from the Servient Property in order to permit the relocation of electrical utility services on the Servient Property as contemplated in the improvement plans entitled "Topsy LN Pole Relocation" provided by NV Energy and dated as of October 13, 2015.

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. Grant of License; Termination. Subject to the terms and conditions set forth herein, Grantor, and its successors and assigns, hereby irrevocably grants and confirms to Grantee a nonexclusive temporary license in, on, over, under and across the License Area (the "License") for the following purposes:

- (a) for ingress and egress to and from the Dominant Property,
- (b) to conduct site preparation and grading activities on the License Area as set forth in the Grading Plan; and
- (c) to import and export materials to and from the License Area as may be necessary or desirable to accomplish the foregoing.

Upon the earlier to occur of (i) the completion of the improvements affecting the Servient Property or (ii) December 31, 2016, the Grantee shall prepare, execute and record a Notice of Termination of License in a form reasonably acceptable to Grantor; provided, however, that, except as otherwise provided in Section 2, below, with respect to limited rights for further application of asphalt grindings for dust control purposes on the License Area, this Agreement shall automatically terminate effective as of December 31, 2016, regardless of whether such Notice of Termination of License is recorded

Grantor, and its successors and assigns, shall cooperate with Grantee in connection with the dedication of any improvements constructed or installed by Grantee and located within the License Area (including the execution of any documents, instruments, certificates, surveys and maps that may from time to time be required by any applicable governmental authorities in connection with such dedicated improvements) all without compensation.

2. Compliance with Laws. Grantee shall fully comply with (and shall cause all persons acting through or on behalf of Grantee to fully comply with) all laws, ordinances, rules and regulations applicable to the License Area, including, without limitation, dust control and any revegetation requirements. For the purpose of clarity, but not limitation, Grantee hereby agrees to fully and proactively comply with any and all dust control permits, laws, or regulations applicable to the Grading Plan, the License Area, and/or Grantee's work in the License Area or under this Agreement, and Grantee shall not allow any circumstances to occur, in connection with Grantee's work, that could be deemed to be a public or private nuisance. Grantor and Grantee agree that upon the completion of Grantee's work in the License Area, Grantee shall apply asphalt grindings to the disturbed areas of the License Area substantially similar to the application of asphalt grindings on other disturbed portions of the Servient Property. In April of 2017, unless it has become reasonably

apparent that Grantee's initial application of dust control measures is insufficient, in which case an earlier review shall be made, the Grantor and Grantee shall review the disturbed areas on the License Area and the application of the asphalt grindings to ensure performance substantially similar to other parts of the Servient Property where asphalt tailings were applied for dust control. If further application of asphalt grindings is reasonably determined to be necessary, Grantee shall apply further asphalt grindings to the License Area as so agreed. If the Grantor and Grantee are unable to so agree, Mark Rotter P.E., at Manhard Consulting shall determine if any further application of asphalt grindings is necessary on the License Area for dust control. If no further application is necessary or upon application of any further asphalt grindings as may be agreed upon, this Agreement shall automatically terminate and either Grantor or Grantee may record a Notice of Termination as provided in Section 1.

3. Insurance and Indemnity.

A. Insurance. Grantee shall obtain prior to entering onto the License Area, and shall at all times during the term of this Agreement maintain, comprehensive broad form public liability insurance against claims and liability for personal injury, death, or property damage arising from its use, maintenance upon or alteration of the License Area. Such insurance shall provide combined single limit protection of at least \$1,000,000.00. Such insurance policy shall provide that it cannot be canceled or materially changed except after thirty (30) days' notice by the insurer to Grantor and Grantee. Grantor shall be named as an additional insured under said policy. Grantee shall provide to Grantor, prior to entering on the License Area, a certificate of insurance and additional insured endorsement (if required under the terms of the insurance policy to confer additional insured status upon Grantor) or other evidence of Grantee's compliance with this provision.

B. Indemnity. Grantee shall indemnify, defend, protect and hold harmless Grantor against any and all damages, losses, expenses, assessments, fines, costs and liabilities (including without limitation, all interest, penalties and attorney's fees) based upon, related to, or arising out of any claim of personal injury, property damage, trespass, public or private nuisance, or other claim resulting from Grantee's entry or construction upon the License Area, or otherwise related to the improvements constructed or caused to be constructed by Grantee upon the Easement Area, or otherwise based upon, arising out of, or relating to Grantee's obligations pursuant to this Agreement, including, without limitation, dust control issues, except to the extent arising from Grantor's own gross negligence or willful misconduct. In the event that Grantor receives notice of any such claim, Grantor shall inform Grantee of the claim as soon as is reasonably possible.

4. General Provisions.

A. License in Gross. The License granted under this Agreement is an "in gross" grant to Grantee and is not assignable.

B. Covenants and Equitable Servitudes. All provisions of this Agreement shall be

binding upon the successors and assigns of Grantor and shall be deemed to run with the Servient Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute burdens upon the Servient Property, and to all persons hereafter acquiring or owning any interest in the Servient Property, however such interest may be obtained.

C. Modification and Waiver. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against either Party except on the basis of a written instrument executed by or on behalf of such Party.

D. Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be construed as if the Parties jointly prepared this agreement and any uncertainty and ambiguity shall not be interpreted against any one Party. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa

E. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

F. Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

G. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

I. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

J. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

K. Limitation of Liability. As used in this Agreement, the term "Grantee" means only the current owner of fee title to the Dominant Property. As used in this Agreement, the term "Grantor" means only the current owner of fee title to the Servient Property at the time in question. Each Grantor is obligated to perform the obligations of Grantor under this Agreement only during the time such Grantor owns such title. Any Grantor who transfers all of its interests in the Servient Property is relieved of all liability with respect to the obligations of Grantor under this Agreement to be performed on or after the date of transfer.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

GRANTEE:

RIVERWOOD PARTNERS, LLC, a Nevada limited liability company

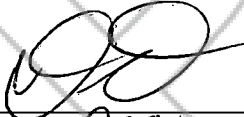
LENNAR RENO, LLC, a Nevada limited liability company

And

RIVERWOOD REDEVELOPMENT, LLC, a Nevada limited liability company,

By: Maddog Development, Inc., a Nevada corporation, as their Manager

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

By:   
Name: Justin Becker  
Title: VP

STATE OF NEVADA     )  
                                  )  
COUNTY OF WASHOE    )

The foregoing instrument was acknowledged before me on this \_\_\_ day of April, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of Maddog Development, Inc., a Nevada corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA     )  
                                  )  
COUNTY OF WASHOE    )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of April, 2016 by Dustin Barker as Vice President of Lennar Reno, LLC, a Nevada limited liability company.

Nola Speigel  
\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

GRANTEE:

RIVERWOOD PARTNERS, LLC, a Nevada limited liability company

LENNAR RENO, LLC, a Nevada limited liability company

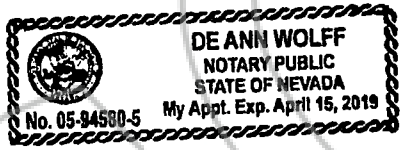
And

RIVERWOOD REDEVELOPMENT, LLC, a Nevada limited liability company,

By: Maddog Development, Inc., a Nevada corporation, as their Manager

By: [Signature]  
Name: Michael Hohl  
Title: Manager

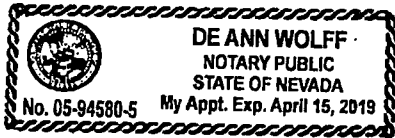
By: [Signature]  
Name: Dustin Becker  
Title: VP





STATE OF NEVADA )  
 )  
COUNTY OF WASHOE )

The foregoing instrument was acknowledged before me on this 13 day of April, 2016 by Michael Holt as MANAGER of Maddog Development, Inc., a Nevada corporation.



De Ann Wolff  
Notary Public

STATE OF NEVADA )  
 )  
COUNTY OF WASHOE )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of April, 2016 by Dustin Barber as Vice President of Lennar Reno, LLC, a Nevada limited liability company.



Nola Speigel  
Notary Public

EXHIBIT "A"

RIVERWOOD PARTNERS LLC &  
RIVERWOOD REDEVELOPMENT, LLC

SERVIENT PROPERTY  
LEGAL DESCRIPTION

All that parcel of land situate within the East 1/2 of the Northeast 1/4 of Section 6,  
Township 14 North, Range 20 East, Mount Diablo Meridian, in the County of Douglas,  
State of Nevada, being more particularly described as follows:

**BEING** Parcel 3 and Parcel 5 of Record of Survey Document Number 712004 (ROS  
Doc. No. 712004) Book 1007, Page 7877, recorded October 29, 2007 in the Official  
Records of Douglas County, Nevada.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached easement description was prepared by me or under my  
direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez  
Nevada PLS 12140  
For and on behalf of



9850 DOUBLE R BOULEVARD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



4/21/16

EXHIBIT "A-1"

RIVERWOOD PARTNERS LLC

SERVIENT PROPERTY  
LEGAL DESCRIPTION

All that parcel of land situate within the East 1/2 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, in the County of Douglas, State of Nevada, being more particularly described as follows:

**BEING** Parcel 5 of Record of Survey Document Number 712004 (ROS Doc. No. 712004) Book 1007, Page 7877, recorded October 29, 2007 in the Official Records of Douglas County, Nevada.

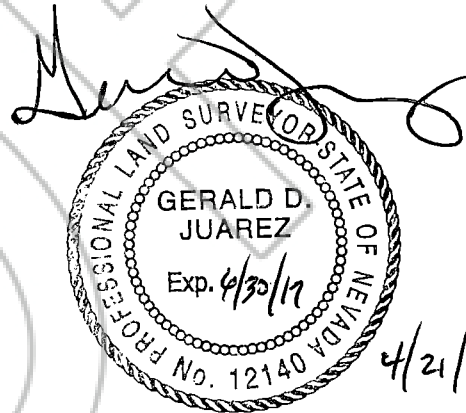
**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez  
Nevada, PLS 12140  
For and on behalf of



9850 DOUBLE R BOULEVARD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



4/21/16

EXHIBIT "A-2"

RIVERWOOD REDEVELOPMENT, LLC

SERVIENT PROPERTY  
LEGAL DESCRIPTION

All that parcel of land situate within the East 1/2 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, in the County of Douglas, State of Nevada, being more particularly described as follows:

**BEING** Parcel 3 of Record of Survey Document Number 712004 (ROS Doc. No. 712004) Book 1007, Page 7877, recorded October 29, 2007 in the Official Records of Douglas County, Nevada.

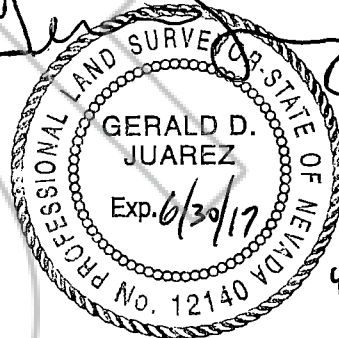
**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez  
Nevada PLS 12140  
For and on behalf of



9850 DOUBLE R BOULEVARD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



4/21/16

EXHIBIT "B"

SCHULZ RANCH

DOMINANT PROPERTY  
LEGAL DESCRIPTION

All that parcel of land situate within the East 1/2 of Section 5, Township 14 North, Range 20 East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

**BEING** all of Schulz Ranch Subdivision – Phase 1, Book 10, Page 2821, recorded August 11, 2014, official records of Carson City, Nevada.

**TOGETHER WITH** Parcel 2, of 1<sup>st</sup> Parcel Map for Schulz Ranch Developers, LLC and Reynen & Bardis (Carson), LLC, Book 10, Page 2657, recorded June 27, 2007, official records of Carson City, Nevada.

**TOGETHER WITH** Parcel 3A, of 3<sup>rd</sup> Parcel Map for Schulz Ranch Developers, LLC in Book 10, Page 2663, recorded August 3, 2007, official records of Carson City, Nevada.

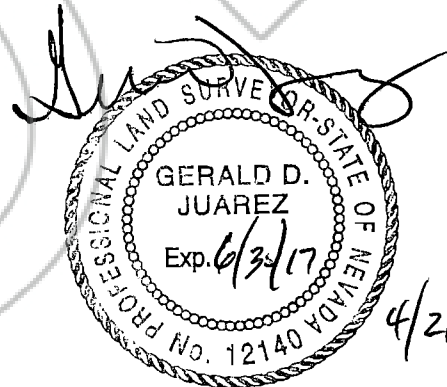
**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Gerald D. Juarez  
Nevada PLS 12140  
For and on behalf of



9850 DOUBLE R BOULEVARD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



4/21/16

EXHIBIT "C"

APN: 1420-06-701-008 & 1420-06-601-003  
RIVERWOOD PARTNERS, LLC & RIVERWOOD REDEVELOPMENT, LLC

LICENSE AREA  
LEGAL DESCRIPTION

All that license area situate within the East 1/2 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, in the County of Douglas, State of Nevada, being more particularly described as follows:

**LICENSE AREA**

APN: 1420-06-701-008 - RIVERWOOD PARTNERS, LLC

**COMMENCING** at the northwest corner of Parcel 5 of Record of Survey Document Number 712004 (ROS Doc. No. 712004) Book 1007, Page 7877, recorded October 29, 2007 in the Official Records of Douglas County, Nevada, said corner being coincident with the south right-of-way of Topsy Lane (120 feet wide),

**THENCE**, along said south right-of-way, South  $82^{\circ}10'53''$  East, 154.62 feet to the **POINT OF BEGINNING**;

**THENCE**, continuing along said right-of-way, the following three (3) courses;

1. South  $82^{\circ}10'53''$  East, 69.79 feet to the beginning of a tangent curve to the left;
2. easterly, 140.91 feet along the arc a 1068.00 foot radius curve through a central angle of  $7^{\circ}33'34''$ ;
3. South  $89^{\circ}44'27''$  East, 313.81 feet;

**THENCE**, departing said south right-of-way, South  $0^{\circ}00'00''$  East, 120.43 feet;

**THENCE**, North  $90^{\circ}00'00''$  West, 74.16 feet;

**THENCE**, North  $0^{\circ}00'00''$  East, 57.38 feet;

**THENCE**, North  $90^{\circ}00'00''$  West, 33.34 feet to a point on the northeast boundary of Parcel 3 of said ROS Doc. No. 712004, coincident with the northernmost southerly boundary of said Parcel 5, also being the beginning of a non-tangent curve to the left, a tangent line to said beginning bears North  $54^{\circ}39'18''$  West;

**THENCE**, along said boundary, the following two (2) courses;

1. westerly, 30.84 feet along the arc of a 50.00 foot radius curve through a central angle of  $35^{\circ}20'42''$ ;
2. North  $90^{\circ}00'00''$  West, 168.82 feet;

**THENCE**, departing said boundary, the following five (5) courses;

1. North 85°43'31" West, 155.11 feet;
2. South 72°24'23" West, 40.02 feet;
3. South 40°43'23" West, 70.53 feet;
4. North 57°06'22" West, 62.95 feet;
5. North 37°54'07" East, 119.72 feet to the south right-of-way of said Topsy Lane, coincident with a point on the northerly line of Parcel 5 and the **POINT OF BEGINNING**.

License Area containing 39,639 square feet, more or less.

**TOGETHER WITH...**

APN: 1420-06-601-003 - RIVERWOOD REDEVELOPMENT, LLC

**COMMENCING** at the west corner of Parcel 3 of Record of Survey Document Number 712004 (ROS Doc. No. 712004) Book 1007, Page 7877, recorded October 29, 2007 in the Official Records of Douglas County, Nevada, said corner being coincident with the most northerly corner of Parcel 4 of said ROS Doc. No. 712004, also being a point on the southerly boundary of Parcel 5 of said ROS Doc. No. 712004, and being the beginning of a non-tangent curve to the right, a tangent line to said beginning bears North 54°04'16" East;

**THENCE**, along said boundary, easterly, 106.60 feet along the arc of a 170.00 foot radius curve through a central angle of 35°55'44";

**THENCE**, continuing along said boundary, the following three (3) courses;

1. South 90°00'00" East, 80.27 feet to the **POINT OF BEGINNING**;
2. South 90°00'00" East, 168.82 feet to the beginning of a tangent curve to the right;
3. southeasterly 27.17 feet along the arc of a 50.00 foot radius curve through a central angle of 31°07'53";

**THENCE**, departing said boundary, South 88°48'45" West, 17.67 feet;

**THENCE**, North 87°33'07" West, 177.17 feet to the **POINT OF BEGINNING**

License Area containing 740 square feet, more or less.

TOTAL LICENSE AREA containing 40,379 square feet, more or less.

*See Exhibit "C-1", map to accompany description, attached hereto and made a part hereof.*

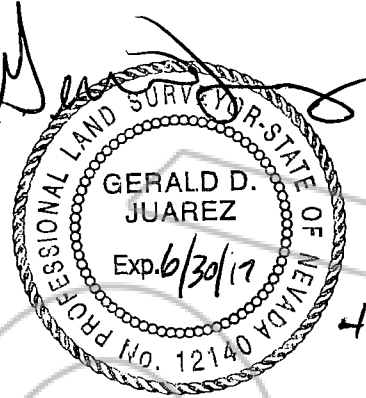
**SURVEYOR'S CERTIFICATE**

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

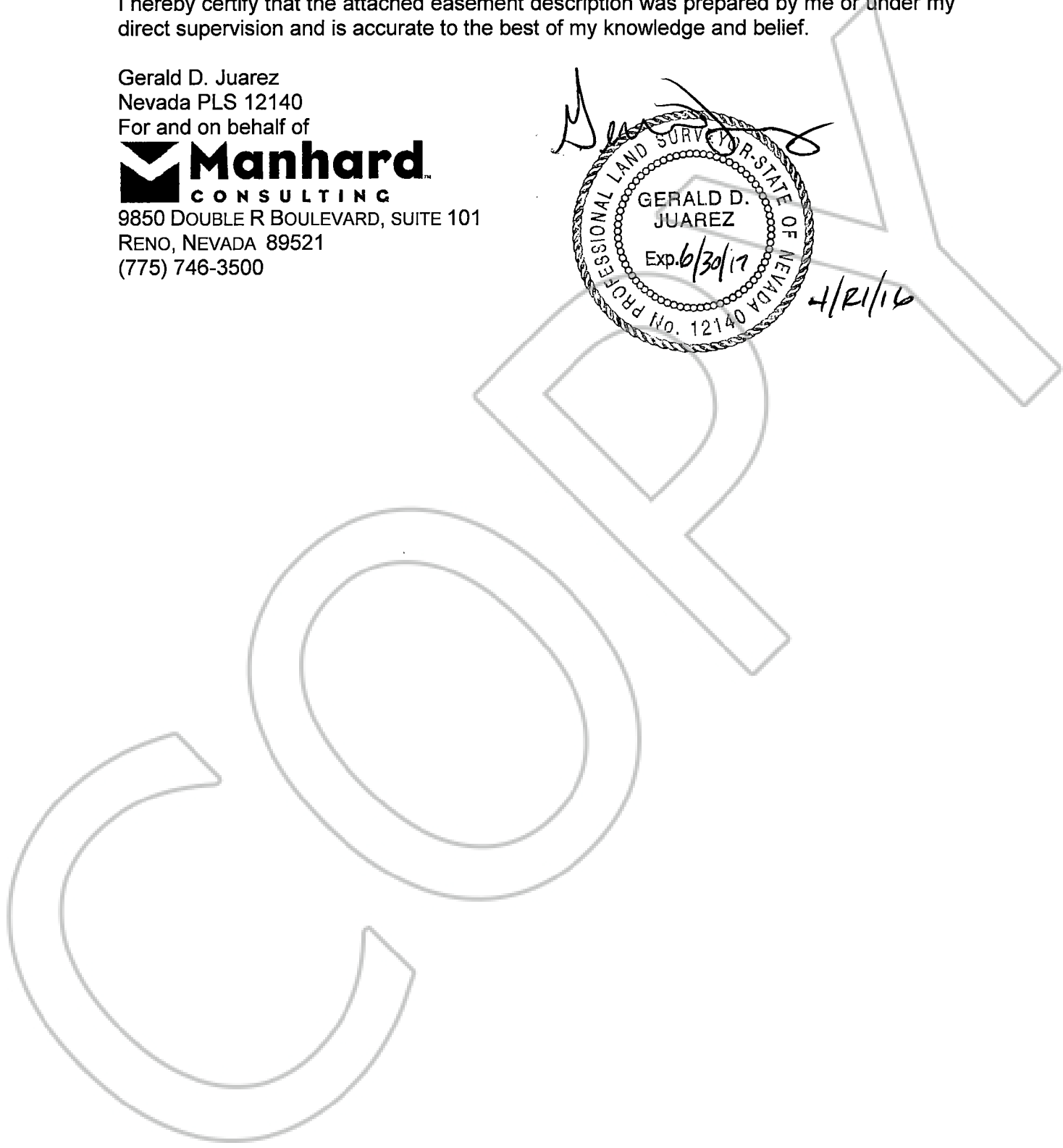
Gerald D. Juarez  
Nevada PLS 12140  
For and on behalf of



9850 DOUBLE R BOULEVARD, SUITE 101  
RENO, NEVADA 89521  
(775) 746-3500



4/21/16





Line Table		
Line #	Direction	Length
L1	S82°10'53"E	154.62'
L2	S82°10'53"E	69.79'
L3	S00°00'00"E	120.43'
L4	N90°00'00"W	74.16'
L5	N00°00'00"E	57.38'
L6	N90°00'00"W	33.34'
L7	N90°00'00"W	168.82'
L8	N85°43'31"W	155.11'
L9	S72°24'23"W	40.02'
L10	S40°43'23"W	70.53'
L11	N57°06'22"W	62.95'
L12	N37°54'07"E	119.72'

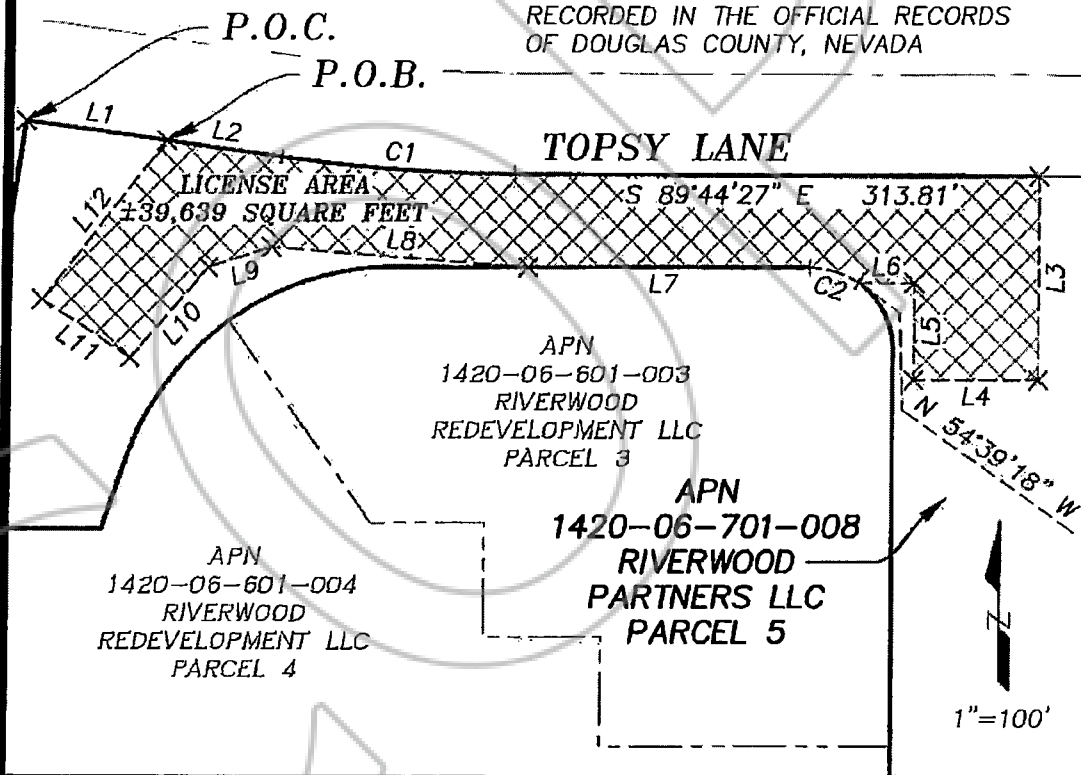
Curve Table			
Curve #	Radius	Length	Delta
C1	1068.00'	140.91'	7°33'34"
C2	50.00'	30.84'	35°20'42"

**LEGEND**

- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- PROPOSED LICENSE LINE
- EXISTING RIGHT-OF-WAY
- LICENSE AREA
- DIMENSION POINT

**BASIS OF BEARING**

BASIS OF BEARING FOR THIS EXHIBIT IS IDENTICAL TO THAT OF RECORD OF SURVEY DOCUMENT NUMBER 712004 RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA



© 2015 MANHARD CONSULTING, I.D. ALL RIGHTS RESERVED

EXHIBIT "C-1"		DOUGLAS COUNTY NEVADA		GRADING LICENSE AREA	
PROJ. MGR.: <b>DDJ</b> DRAWN BY: <b>EDM</b> DATE: <b>2/10/2018</b> SCALE: <b>1"=100'</b>				SHEET <b>1</b> OF <b>2</b> LENRENV03	
<small>           4095 Emerald Ridge Way, Suite 112, Denver, CO 80202 Tel: (770) 682-6633 Fax: (770) 682-2628 <a href="http://www.manhard.com">www.manhard.com</a>            Civil Engineers • Surveyors • Water Resources Engineers • Water &amp; Wastewater Engineers            Construction Managers • Environmental Scientists • Landscape Architects • Planners         </small>					







Line Table		
Line #	Direction	Length
L1	S90°00'00"E	80.27'
L2	S90°00'00"E	168.82'
L3	S88°48'45"W	17.67'
L4	N87°33'07"W	177.17'

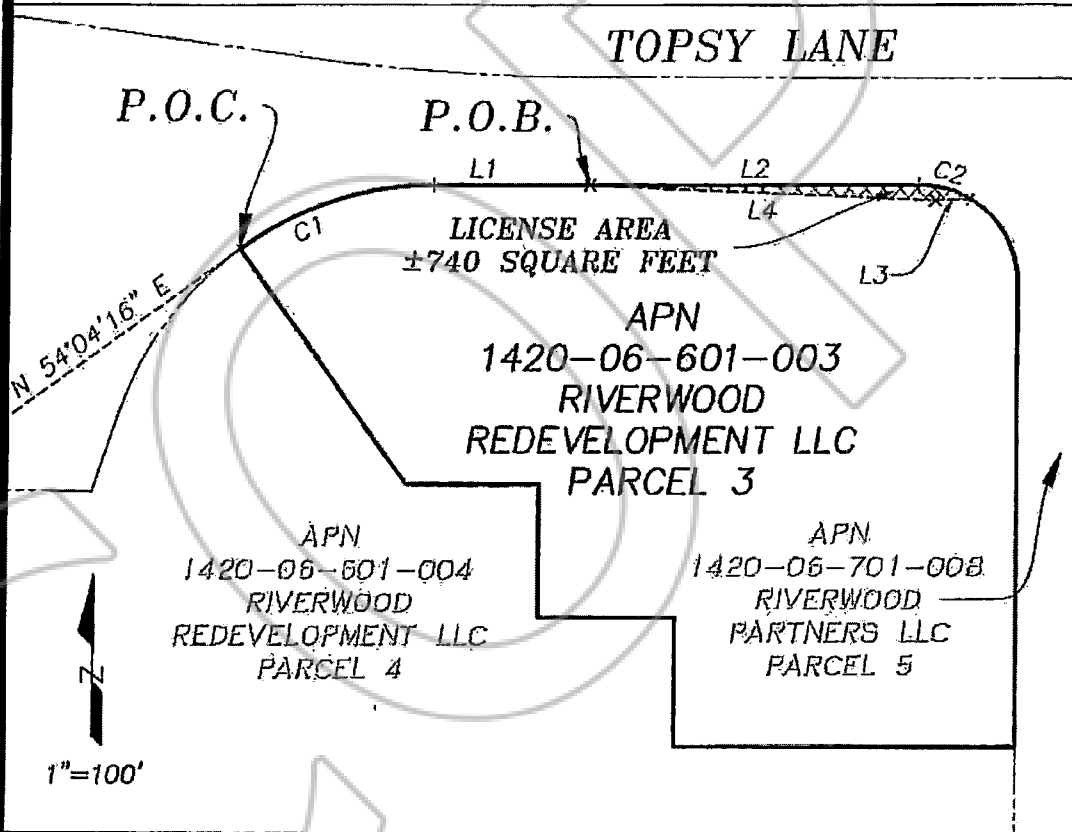
Curve Table			
Curve #	Radius	Length	Delta
C1	170.00'	106.60'	35°55'44"
C2	50.00'	27.17'	31°07'53"

**BASIS OF BEARING**

BASIS OF BEARING FOR THIS EXHIBIT IS IDENTICAL TO THAT OF RECORD OF SURVEY DOCUMENT NUMBER 712004 RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA

**LEGEND**

-  EXISTING PROPERTY LINE
-  EXISTING ADJACENT PROPERTY LINE
-  PROPOSED LICENSE LINE
-  EXISTING RIGHT-OF-WAY
-  LICENSE AREA
-  DIMENSION POINT



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EXHIBIT "C-1"      DOUGLAS COUNTY NEVADA      GRADING LICENSE AREA

PROJ. NO. **601**  
 DRAWN BY: **EDM**  
 DATE: **2/10/2016**  
 SCALE: **1"=100'**

**Manhard CONSULTING**

8470 Cassin Park Way, Suite 100, Carson City, NV 89703 Tel: (775) 688-0530 Fax: (775) 688-7882 www.manhard.com  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

SHEET  
**2** OF **2**  
LENRENV03

