DOUGLAS COUNTY, NV Rec:\$40.00 Total:\$40.00

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#### RECORDING REQUESTED BY

Heybourne Meadows II, LLC 4464 Ridge Crest Circle Bountiful UT 84010

#### AND, WHEN RECORDED MAIL TO:

Heybourne Meadows II, LLC 4464 Ridge Crest Circle Bountiful UT 84010



KAREN ELLISON, RECORDER

THIS SPACE FOR RECORDER'S USE ONLY

### LIMITED POWER OF ATTORNEY

HEYBOURNE MEADOWS II, LLC, a Utah limited liability company (the "Company"), hereby appoints ROBERT O. ANDERSON, of 1603 Esmeralda Avenue, Minden, NV 89423, as its Attorney-in-Fact (hereinafter referred to in this power of attorney as "ATTORNEY-IN-FACT").

The Company intends to create a Limited Power of Attorney (herein referred to as "this Power"). This Power is effective immediately upon its execution and shall terminate upon the earlier of: (a) the written revocation of this Power by the Company, or (b) January 1, 2022.

The Company grants ATTORNEY-IN-FACT only the powers specified in this Power with the understanding that they will be used for the Company's benefit and on the Company's behalf and will be exercised only in a fiduciary capacity.

#### I. POWERS

- Enumerated Powers. ATTORNEY-IN-FACT is hereby granted authority to take any of the following actions on behalf of the Company in connection with that certain real property described on Exhibit "A" attached hereto (the "Property"): (i) prepare, negotiate, execute and deliver development, land use and entitlement applications, (ii) prepare, negotiate, execute and deliver public utility applications and agreements, (iii) prepare, negotiate, execute and deliver assignments of transferable development rights, (iv) prepare, negotiate, execute and deliver purchase and sale agreements, amendments to purchase and sale agreements, deeds, closing documents and statements, instruments, assignments, certificates and other documents related to the sale, transfer and conveyance of the Property, (v) represent and speak on behalf of the Company before public boards and with government bodies, officials and employees, and (vi) take any and all other actions related to the sale, transfer, conveyance and development of the Property on behalf of the Company.
- Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraph, ATTORNEY-IN-FACT is hereby also given full authority, to the extent that a principal can act through an agent, to take all actions that ATTORNEY-IN-FACT believes necessary, proper, or convenient, to the extent that the Company could take such actions itself,

including the power to prepare, execute, and file all documents and maintain records; and execute, acknowledge, seal, and deliver any instrument.

#### II. AMPLIFYING PROVISIONS

- 2.A. Reimbursement for Costs and Expenses. ATTORNEY-IN-FACT shall be entitled to reimbursement for expenditures properly made in the execution of the powers conferred by the Company in this Power. ATTORNEY-IN-FACT shall keep records of any such expenditures and reimbursement.
- 2.B. **No Compensation**. ATTORNEY-IN-FACT shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by the Company in this Power other than those for which ATTORNEY-IN-FACT has separately contracted with the Company.
- 2.C. **Ratification**. The Company ratifies and confirms all that ATTORNEY-IN-FACT does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by ATTORNEY-IN-FACT shall bind the Company and its successors and assigns.
- 2.D. Exculpation. ATTORNEY-IN-FACT shall not be liable to the Company or any of its successors in interest for any action taken or not taken in good faith, but shall be liable for willful misconduct or gross negligence.
- 2.E. **Photostatic Copies**. Persons dealing with ATTORNEY-IN-FACT may rely fully on a photostatic copy of this Power.
- 2.F. Governing Law. All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Utah.

2.G. **Right to Revoke Power**. The Company expressly reserves the right to revoke or terminate this Power at any time.

Executed on

2020, in

735 ounty, Utah.

HEYBOURNE MEADOWS II, LLC,

a Utah limited liability company

By: CB Administrative Trust

Its: Manager

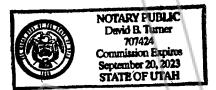
Name: Ezra K

Title: Trustee

By: Leicha B nilson Name: Leicha B. Nilson

Title: Trustee

STATE OF UTAH COUNTY OF Wishington



, 2020, personally appeared before me EZRA K. On this NILSON and LEICHA B. NILSON, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn, did say that they are the Trustees of CB Administrative Trust, which is the Manager of Heybourne Meadows II, LLC, a Utah limited liability company, and that said document was signed by them in behalf of said limited liability company by authority of its Operating Agreement and said EZRA K. NILSON and LEICHA B. NILSON acknowledged to me that said limited liability company executed the same.

Witness my hand and seal.

## EXHIBIT "A"



# DESCRIPTION A.P.N. 1320-29-000-008 PARCEL 37 (HEYBOURNE MEADOWS II, LLC)

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

A parcel of land located within a portion of the South one-half (S½) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243, the POINT OF BEGINNING;

thence along the north line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1693.57 feet;

thence South 00°20'20" West, 1690.72 feet to the northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap, RLS 2280;

thence along the north line of said Lot 42, North 88°45'34" West, 1728.80 feet to the northwest corner of said Lot 42;

thence along an existing fence as described in the Deed between Grace M. Dangberg and Henry F. and Edith Hazel Seeman recorded March 17, 1947 in said office of Recorder in Book Y of Deeds, at Page 145, North 00°56'42" East, 1457.48 feet to a point on the southerly right-of-way of Buckeye Road as described in Grant Deeds for Public Roadway recorded April 13, 1998 in said office of Recorder in Book 498, at Page 1993 and as recorded December 3, 1998 in Book 1298, at Page 826;

thence along said right-of-way of Buckeye Road, the following courses:

Along the arc of a non-tangent curve to the right having a radius of 690.00 feet, central angle of 30°22′50", arc length of 365.86 feet, and chord bearing and distance of North 65°37′05" East, 361.59 feet;

North 80°48'30" East, 117.90 feet; North 89°29'43" West, 425.92 feet; thence North 01°26'19" East, 42.20 feet to the POINT OF BEGINNING, containing 65.75 acres, more or less.

The Basis of Bearing of these descriptions is North 89°23′21″ West, the north line of the Southeast one-quarter of Section 29, T.13N., R.20E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423

