

APN: 1320-29-600-008
Recording requested by
and return to:

Lennar Reno, LLC
9425 Double Diamond PKWY
Reno, Nevada 89521

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)

Escrow # 2521310A-MUR

(Space Above for Recorder's Use)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Memorandum**") is made as of July 1, 2020, between Heybourne Meadows II, LLC, a Utah limited liability company and its permitted assigns ("**Seller**"), and Lennar Reno, LLC, a Nevada limited liability company ("**Purchaser**").

RECITALS

- A. Seller owns the real property in Minden, Douglas County, Nevada, described on **Exhibit I** attached hereto and incorporated herein by this reference (the "**Property**").
- B. Purchaser and Seller have entered into the Purchase and Sale Agreement With Escrow Instructions dated March 12, 2018 (as amended, the "**Agreement**") under which Seller has agreed to sell the Property to Purchaser in phases (each a "**Phase**").
- C. Purchaser and Seller desire to record this Memorandum to give notice of their agreement that Seller is to sell and Purchaser is to purchase the Property in accordance with the Agreement.

Therefore, Purchaser and Seller agree as follows:

Incorporation by Reference. All of the terms and conditions set forth in the Agreement are incorporated herein by this reference as though fully set forth herein.

Purchase and Sale. Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, in accordance with and subject to the terms and conditions set forth in the Agreement.

Purpose of Memorandum. This Memorandum is being recorded to give notice of the rights and obligations of the parties in the Agreement and the terms and conditions contained therein. This Memorandum is not intended to modify the Agreement. If there is any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

Termination. Upon Purchaser's acquisition of the Property from Seller in accordance with the terms and conditions of the Agreement, or in the event the Agreement is terminated under

Section 10.2 of the Agreement by reason of the Purchaser's default, then this Memorandum shall automatically terminate and be of no further force and effect concerning the Property.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Memorandum may be detached from any counterpart of this Memorandum and reattached to any other counterpart of this Memorandum identical in form hereto, but having attached to it one or more additional signature pages.

The parties have executed this Memorandum as of the date first written above.

SELLER:

HEYBOURNE MEADOWS II, LLC,
A Nevada limited liability company

By *Robert O. Anderson*
Name: Robert O. Anderson
Title: AUTHORIZED SIGNATORY

PURCHASER:

LENNAR RENO, LLC,
a Nevada limited liability company

By Attached
Name: SIGNED IN COUNTERPART
Title: _____

Section 10.2 of the Agreement by reason of the Purchaser's default, then this Memorandum shall automatically terminate and be of no further force and effect concerning the Property.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Memorandum may be detached from any counterpart of this Memorandum and reattached to any other counterpart of this Memorandum identical in form hereto, but having attached to it one or more additional signature pages.

The parties have executed this Memorandum as of the date first written above.

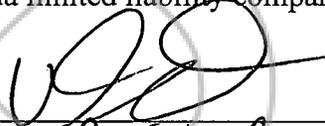
SELLER:

HEYBOURNE MEADOWS II, LLC,
A Nevada limited liability company

By Attached
Name: **SIGNED IN**
Title: **COUNTERPART**

PURCHASER:

LENNAR RENO, LLC,
a Nevada limited liability company

By 
Name: Dustin Berke
Title: CP



STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 30, 2020, by Dustin Barber, as a Vice President of Lennar Reno, LLC, a Nevada limited liability company.
(Seal, if any)

Nola Speigel
Notary

(My commission expires: 3.26.2022)



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020, by _____ as _____ of Heybourne Meadows II, LLC, a Utah limited liability company.

NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF WASHOE)

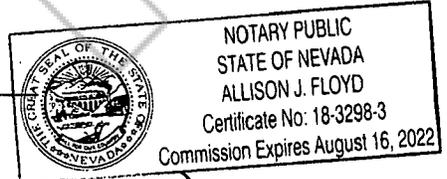
This instrument was acknowledged before me on _____, 2020, by _____, as a Vice President of Lennar Reno, LLC, a Nevada limited liability company.
(Seal, if any)

Notary
(My commission expires: _____)

STATE OF Nevada)
) ss.
COUNTY OF Douglas)

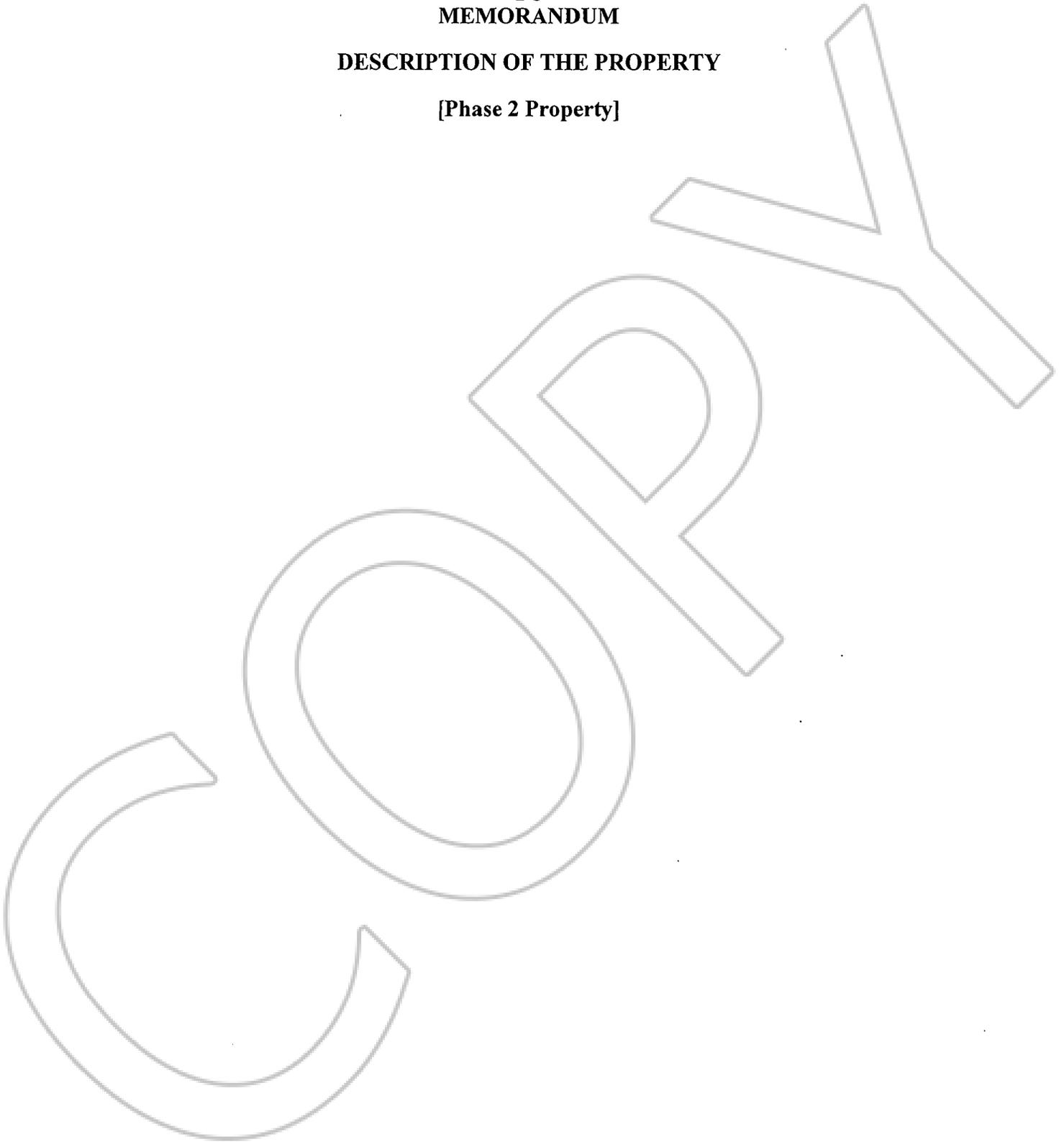
This instrument was acknowledged before me on July 1, 2020, by Robert O. Anderson as Authorized Signatory of Heybourne Meadows II, LLC, a Utah limited liability company.

Allison J. Floyd
NOTARY PUBLIC



(My Commission Expires: 8/16/2022)

**Exhibit 1
TO
MEMORANDUM
DESCRIPTION OF THE PROPERTY
[Phase 2 Property]**



**DESCRIPTION
ACQUISITION NO. 2
HEYBOURNE MEADOWS – PHASE IVB & A PORTION OF PHASE V
(A PORTION OF A.P.N. 1320-29-000-008)**

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

All those portions of Parcel 37 as shown on the Record of Survey to Support a Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Company, filed for record June 28, 2006 in the office of Recorder, Douglas County, Nevada as Document No. 678199, being proposed Phase IVB and a portion of Phase V of Heybourne Meadows Subdivision, more particularly described as follows:

PROPOSED LOTS 408-431:

BEGINNING at the northeast corner of proposed Lot 408, from which the northeast corner of said Parcel 37 bears North 83°27'49" East, 726.56 feet;
thence South 00°30'17" West, 78.36 feet;
thence South 45°30'17" West, 30.60 feet;
thence North 89°29'43" West, 497.49 feet;
thence along the arc of a curve to the left, having a radius of 173.50 feet, central angle of 90°14'52", arc length of 273.28 feet, and a chord bearing and distance of South 45°37'42" West, 245.90 feet;
thence South 00°30'17" West, 370.56 feet;
thence along the arc of a curve to the left, having a radius of 313.50 feet, central angle of 04°18'38", arc length of 23.59 feet, and a chord bearing and distance of South 01°14'30" East, 23.58 feet;
thence South 43°20'27" West, 34.60 feet;
thence North 89°29'43" West, 77.20 feet;
thence North 00°30'17" East, 412.91 feet;
thence North 06°11'33" East, 66.67 feet;
thence North 21°11'22" East, 76.74 feet;
thence North 37°18'56" East, 76.71 feet;
thence North 53°26'04" East, 76.67 feet;
thence North 69°32'36" East, 76.62 feet;
thence North 84°42'24" East, 68.43 feet;
thence South 89°29'43" East, 512.91 feet to the **POINT OF BEGINNING**, containing 2.93 acres, more or less.

TOGETHER WITH PROPOSED LOTS 549-559:

BEGINNING at the northeast corner of proposed Lot 549, from which the northeast corner of said Parcel 37 bears North 63°05'01" East, 1048.93 feet;
thence South 00°30'17" West, 100.00 feet;
thence North 89°29'43" West, 336.39 feet;
thence South 00°30'17" West, 181.20 feet;

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thence South 80°39'30" West, 63.03 feet;
thence along the arc of a curve to the right, having a radius of 476.50 feet,
central angle of 01°45'39", arc length of 14.64 feet, and a chord bearing and distance of
South 81°32'20" West, 14.64 feet;
thence North 50°57'41" West, 28.56 feet;
thence along the arc of a curve to the right, having a radius of 266.50 feet,
central angle of 05°41'04", arc length of 26.44 feet, and a chord bearing and distance of
North 01°51'36" West, 26.43 feet;
thence North 00°30'17" East, 228.42 feet;
thence North 45°30'17" East, 30.60 feet;
thence South 89°29'43" East, 414.75 feet to the **POINT OF BEGINNING**,
containing 1.43 acres or 62,112 square feet, more or less.

TOGETHER WITH PROPOSED LOTS 560-566 & 583-592:

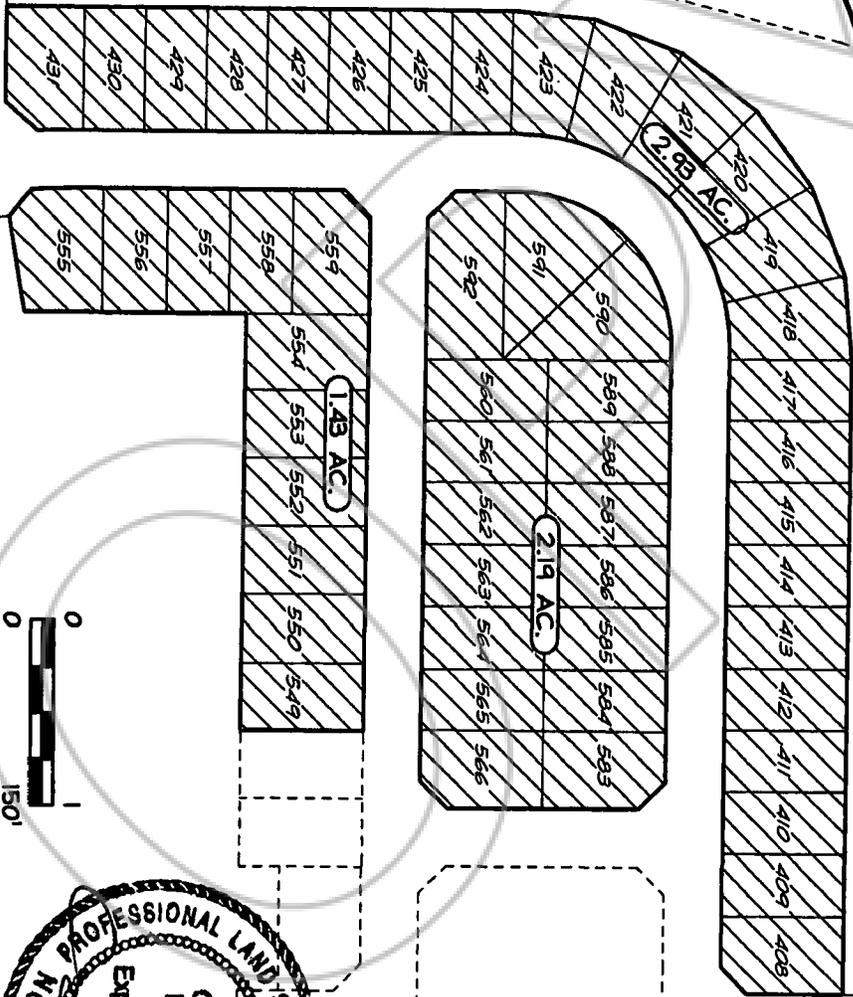
BEGINNING at the southeast corner of proposed Lot 583, from which the northeast
corner of said Parcel 37 bears North 69°21'50" East, 931.79 feet;
thence South 00°30'17" West, 156.72 feet;
thence South 45°30'17" West, 30.60 feet;
thence North 89°29'43" West, 455.10 feet;
thence North 44°29'43" West, 30.60 feet;
thence North 00°30'17" East, 51.86 feet;
thence along the arc of a curve to the right, having a radius of 126.50 feet,
central angle of 90°20'26", arc length of 199.46 feet, and chord bearing and distance of
North 45°40'26" East, 179.43 feet;
thence South 89°29'43" East, 349.49 feet,
thence South 44°29'43" East, 30.60 feet to the **POINT OF BEGINNING**,
containing 2.19 acres, more or less.

The basis of bearing for this description is identical to the Record of Survey to Support a
Boundary Line Adjustment for Alton A. & Susan L. Anker and Park Cattle Company,
filed for record June 28, 2006 in said office of Recorder as Document No. 678199.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, PLS 21988
P.O. Box 2229
Minden, Nevada 89423



BUCKEYE ROAD



SCALE: 1" = 150'

R/O Anderson

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 1605 Esmeralda Ave
 Reno, NV 89423
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 F 775.782.7084

WWW.RANDERSON.COM

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 F 775.782.7084

ACQUISITION NO. 2

HETBOURNE MEADOWS - PHASE IVB & A PORTION OF PHASE V

(A PORTION OF A.P.N. 1320-29-000-008)

DOUGLAS COUNTY, NEVADA