

A.P.N.: 1320-29-710-041

File No.: 146001-001744

RPTT: \$2,365.35

When Recorded Mail To: Mail Tax Statements To:
Pamela Kay Averill and Michael Warren Averill
1155 Tussocks Trail
Minden, NV 89423

GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lennar Reno, LLC, a Nevada Limited Liability Company

do(es) hereby *GRANT, BARGAIN AND SELL* to:

Pamela Kay Averill and Michael Warren Averill, wife and husband, as community property with right of survivorship

the real property situated in the County of Douglas, State of Nevada, described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART
HEREOF

TOGETHER with all the tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any revisions, remainders, rents, issues or profits thereof.

SEE EXHIBIT "B" ARBITRATION PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of way and Easements now of record.

Date: 11/03/2021.

Lennar Reno, LLC, a Nevada Limited Liability Company

BY: *Kristine Prida*
Kristine Prida
Vice President

STATE OF NEVADA

)
: SS.

COUNTY OF WASHOE

This instrument was acknowledged before me on 11-4-21 by
Kristine Prida, Vice President of Lennar Reno, LLC, a Nevada Limited Liability
Company.

Lisa M. Hallmark
Notary Public



(My commission expires: 11-6-21)

This Notary Acknowledgment is attached to that certain Grant, Bargain Sale Deed dated
November 3, 2021 under Escrow No. 146001-001744.

EXHIBIT A

LOT(S) 537 OF HEYBOURNE MEADOWS PHASE IVA & A PORTION OF PHASE V,
ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY
RECORDER OF DOUGLAS COUNTY, NEVADA ON JUNE 24, 2020 AS INSTRUMENT
NO. 2020-948154 OF OFFICIAL RECORDS.

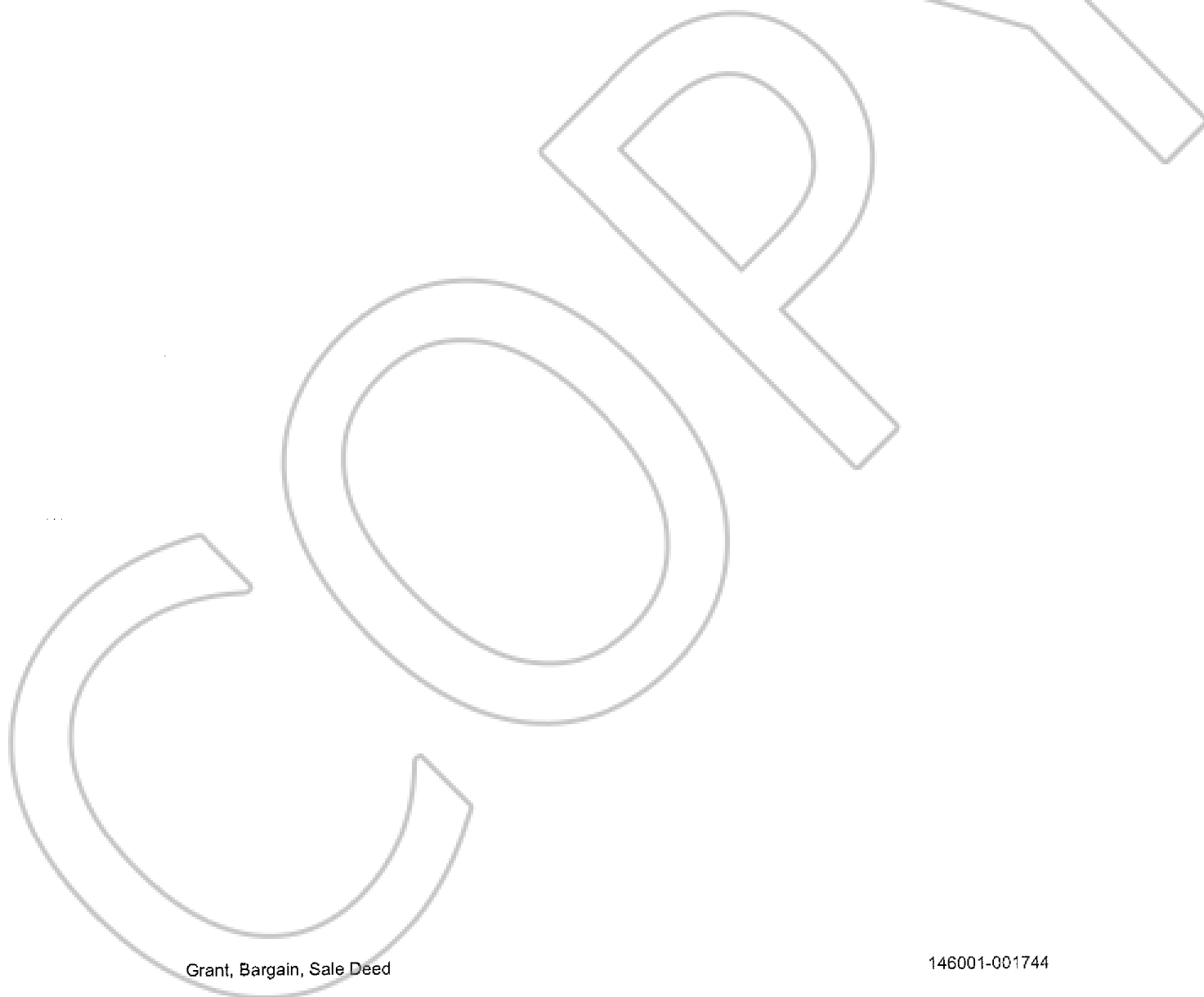


EXHIBIT B

ARBITRATION PROVISION

A. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity (the "Arbitration Provision"). "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the real property described on Exhibit "A" attached hereto, together with the structure(s) and all other appurtenances located on such real property (collectively, the "Property"), the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. Grantor and Grantee hereby agree that the resolution of all Disputes shall be subject to the following terms:

- (1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, then all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

- (2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.
- (3) The waiver or invalidity of any portion of this Exhibit "B" shall not affect the validity or enforceability of the remaining portions of Exhibit "B" of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer, as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.
- (4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.
- (5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or

arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

- (6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.
- (7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:
 - (i) Notwithstanding the requirements of arbitration stated in this Section of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.
 - (ii) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee. **THE COSTS OF MEDIATION CAN BE SUBSTANTIAL. IF YOU HAVE QUESTIONS ABOUT MEDIATION COSTS OR SERVICES, VISIT THE AAA WEBSITE AT WWW.ADR.ORG OR CONTACT THE AAA OFFICE AT AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.**
 - (iii) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules. **THE COSTS OF ARBITRATION CAN BE SUBSTANTIAL AND THE COST OF TO FILE AN ARBITRATION IS SUBSTANTIALLY HIGHER THAN FILING FEES FOR COURT SUITS FILED UNDER NEVADA LAW. IF YOU HAVE QUESTIONS ABOUT ARBITRATION COSTS OR SERVICES, VISIT THE AAA WEBSITE AT WWW.ADR.ORG OR CONTACT THE AAA OFFICE AT AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.**
- (8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

- (9) GRANTEE AND GRANTOR AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION a (3) ABOVE.
- (10) Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Exhibit "B" of this Deed, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.**
- (11) The term "Grantee" used in this Deed (including all Exhibits and attachments to this Deed) shall include the initially identified Grantee, together with Grantee's heirs, personal representatives, subsequent grantees and purchasers, successors and assigns.
- (12) **THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS. GRANTEE UNDERSTANDS AND AGREES THAT IMPORTANT PROCEDURAL AND SUBSTANTIVE RIGHTS AND REMEDIES ARE BEING WAIVED AND/OR MODIFIED BY THESE DEED RESTRICTIONS.**

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 1320-29-710-041
 b)
 c)
 d)

2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 Other: _____

FOR RECORDERS USE ONLY	
Document/Instrument #:	_____
Book _____	Page _____
Date of Recording:	_____
Notes:	_____

3. a. Total Value/Sales Price of Property	\$	606,066.00
b. Deed in Lieu of Foreclosure Only (value of property)	\$	(0.00)
c. Transfer Tax Value:	\$	606,066.00
d. REAL PROPERTY TRANSFER TAX DUE	\$	2,365.35

4. **IF EXEMPTION CLAIMED:**

- a) Transfer tax exemption per NRS 375.090, Section
 b) Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Pamela Kay Averill* Capacity Grantor
 Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (Required) BUYER (GRANTEE) INFORMATION (Required)

<u>Lennar Reno, LLC, a Nevada Limited Liability Company</u>	<u>Pamela Kay Averill and Michael Warren Averill</u>
Print Name	Print Name
<u>9425 Double Diamond Pkwy</u>	<u>1155 Tussocks Trail</u>
Address	Address
<u>Reno</u>	<u>Minden</u>
City	City
<u>Nevada</u> <u>89521</u>	<u>Nevada</u> <u>89423</u>
State Zip	State Zip

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

<u>Lennar Title, Inc.</u>	<u>Escrow# 146001-001744</u>
Company's/Person Name	
<u>6560 South McCarran Blvd., Suite B</u>	<u>Reno, NV 89509</u>
Address	

(AS A PUBLIC RECORD - THIS FORM MAY BE RECORDED/MICROFILMED)