

APN 1023-00-002-001, 1022-00-002-024,
1022-12-002-015, 1022-12-002-016, 1023-
00-002-006, 1023-00-002-007, 1023-07-002-
002, 1023-08-002-008, 1023-17-001-019,
1023-17-002-006, 1023-17-002-008, 1023-
17-002-007, 1023-17-001-020, 1023-17-002-
009 and 1023-00-002-001

WHEN RECORDED MAIL TO:

Jim Taylor, Manager
West Walker Partners, LLC
305 Gray Mill Court
Carson City, NV 89705

CCT Founders, LLC
C/O CP Management Company
5000 N. Parkway Calabasas, Suite 204
Calabasas, CA 91302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECREATION EASEMENT AGREEMENT

THIS RECREATION EASEMENT AGREEMENT ("Agreement") is made and entered into effective Oct. 31st, 2023 (the "**Effective Date**"), by and between **CCT FOUNDERS, LLC**, a Nevada limited liability company, ("**CCT FOUNDERS**") and **WEST WALKER PARTNERS, LLC**, a Nevada limited liability company ("**WEST WALKER PARTNERS**").

WITNESSETH:

WHEREAS, CCT Founders is the owner of that certain real property situated in Douglas County, Nevada consisting of approximately 4,339.44 acres of land, commonly known as Assessor Parcel Numbers (APNs) 1022-00-002-024, 1022-12-002-015, 1022-12-002-016, 1023-00-002-006, 1023-00-002-007, 1023-07-002-002, 1023-08-002-008, 1023-17-001-019, and 1023-17-002-006, 1023-17-002-008, 1023-17-002-007, 1023-17-001-020 and 1023-17-002-009 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**CCT Founders Property**"); and

WHEREAS, West Walker Partners is the owner of that certain real property situated in Douglas County, Nevada consisting of approximately 600.98 acres of land, commonly known

as APN 1023-00-002-001 and more particularly described in Exhibit “B” attached hereto and incorporated herein by reference (“**West Walker Partners Property**”); and

WHEREAS, West Walker Partners has agreed to grant to CCT Founders a recreation easement as set forth in this document.

NOW THEREFORE, in and for consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, CCT Founders and West Walker Partners hereby agree as follows:

1. West Walker Partners Grant of Recreation Easement to CCT Founders. West Walker Partners hereby grants to CCT Founders and its successors and assigns in title to the CCT Founders Property or any portion thereof, a non-exclusive, private, blanket, and perpetual recreation easement on, over, through and across the West Walker Partners Property (the “**CCT Founders Recreation Easement**”) to use the West Walker Partners Property for recreational purposes.

This CCT Founders Recreation Easement is granted on the condition that its use shall in all respects conform to the provisions of a certain conservation easement over the West Walker Partners Property dated December 22, 2014, and recorded December 23, 2014 as Instrument No. 2014-854842 among the land records of Douglas County, Nevada; and a certain conservation easement dated December 15, 2013 and recorded among said land records in Book 1213, beginning on Page 3249 recorded December 19, 2013.

This CCT Founders Recreation Easement is granted on the further condition that it shall not be used in any manner that interferes unreasonably with the use of the West Walker Partners Property by West Walker Partners and its successors and assigns in title to the West Walker Partners Property.

2. Binding Agreement. This Agreement and the terms contained herein shall run with the land and be binding upon and shall inure to the benefit of the parties and their respective successors and assigns in title to the CCT Founders Property and the West Walker Partners Property, as their interests may appear.
3. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party rights to any entity or person not a party hereto (other than the successors and assigns of a party hereto), and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any other party except as foresaid.
4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

