


APN: 1320-29-711-056

When Recorded, Mail To:

Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, NV 89521
Attn: Dustin Barker, Vice President

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)



PUBLIC UTILITY AND ACCESS EASEMENT

THIS PUBLIC UTILITY AND ACCESS EASEMENT (this “**Easement Agreement**”) is entered into this 6 day of June, 2023 (the “**Effective Date**”), by and between HEYBOURNE MEADOWS II, LLC, a Nevada limited liability company (“**Grantor**”), and LENNAR RENO, LLC, a Nevada limited liability company (“**Lennar**”), for the benefit of Lennar, and its successors and assigns, and Douglas County, Nevada, a political subdivision of the State of Nevada (“**County**”).

RECITALS

A. Lennar is the owner of that certain real property (the “**Dominant Parcel**”) located in the County, State of Nevada, commonly known as Lot B of that certain Final Subdivision Map, a Planned Unit Development PD 04-008 for Heybourne Meadows Phase IVB & Phase VB, recorded in the Official Records of Douglas County, Nevada, on June 3, 2022, as Document No. 2022-985918, Assessor’s Parcel Number 1320-27-711-055.

B. Grantor is the owner of that certain real property located in the County of Douglas, State of Nevada, contiguous to the Dominant Parcel (the “**Servient Parcel**”), and commonly known as Lot C of that certain Final Subdivision Map, a Planned Unit Development PD 04-008 for Heybourne Meadows Phase IVB & Phase VB, recorded in the Official Records of Douglas County, Nevada, on June 3, 2022, as Document No. 2022-985918, Assessor’s Parcel Number 1320-29-711-056.

C. In connection with the development of the Dominant Parcel, Lennar, and its successors and assign, will extend underground public utilities, including without limiting, electric, gas, water, CATV, sewer and storm drain, over, under and across the Dominant Parcel to the boundary line existing between the Dominant Parcel and Servient Parcel affecting the area on the Servient Parcel described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Easement Areas**”). which Easement Areas shall be offered for dedication as public utility and access easements upon completion of construction of said underground utilities and public roadways..

D. Grantor desires to grant an easement to Lennar and its successor and assigns, in, on, over and across the Easement Area subject to the terms and conditions set forth herein and grant to Lennar to enter upon the Easement Areas, install underground utilities thereon, and permit public access throughout the duration of this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Lennar, and its successors and assigns, a permanent non-exclusive appurtenant easement in, on, over, and across the Easement Areas for the purposes of construction, maintaining and repairing for its use and the use by the County and other applicable underground utility providers and general public utility facilities and public access (the “**Easement**”). Lennar, its successors, assigns and agents, shall have the right throughout the duration of this Easement Agreement to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Areas, which in the reasonable judgment of Lennar or County may interfere with or endanger the construction, access to, maintaining and repairing the underground utility facilities and/or public access.

2. **Reservation by Grantor.** Notwithstanding anything contained herein to the contrary and without limiting any other provision or the non-exclusive nature hereof, Grantor reserves the right to use, occupy and improve the Easement Areas for any and all purposes not inconsistent with the rights granted herein and provided further that Grantor’s reserved rights shall not interfere with, delay or cause any additional costs to Lennar in connection with construction of any improvements and access over and across the Easement Areas.

3. **Termination.** This Easement Agreement shall commence on the Effective Date, and shall terminate upon (i) Grantor’s or its successors or assigns construction of a public right of way and the granting of commensurate easements to the County and/or applicable utility providers, as the case may be, which makes the Easement Areas unnecessary, and (ii) recordation by Grantor (or its successor or assigns) and Lennar (or its successors and assign, including the County) of a notice of termination with respect to this Easement Agreement recorded in the Official Records of County. The term “Termination Date” as used herein means the date that the Agreement terminates.

4. **Liens.** Lennar will keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Lennar on the Easement Areas, and will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Lennar or any of Lennar’s agents, which obligation shall survive the Termination Date.

5. **Compliance with Laws.** Lennar and Grantor will comply with all laws, statutes, codes, ordinances, rules and regulations in connection with any and all activities performed pursuant to this Easement Agreement.

6. **Performance of Work.** Upon completion of construction on the Easement Areas, Lennar shall not leave stockpiles of dirt or construction materials on the Grantor's Property and shall leave the area clean and in a safe condition.

7. **Insurance.** Lennar, prior to performing any work on the Easement Areas, shall comply with the following insurance requirements. Lennar shall have and maintain commercial general liability ("CGL") insurance coverage with limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate. Lennar shall be required to maintain the CGL policy at all times while Lennar is constructing on the Easement Areas. Lennar shall name Grantor as an additional insured under the CGL policy.

8. **Indemnity.** Lennar shall indemnify, defend and hold harmless the Grantor from and against any claims, causes of action, suits, demands, liabilities, fees, costs and damages, including without limitation, reasonable attorneys' fees, asserted against or suffered by the Grantor arising from or in connection with Lennar and/or Lennar's agents' entry onto and activities conducted on the Easement Areas; provided, however, that Lennar shall have no liability for Claims resulting from the negligence or misconduct of Grantor or its officers, directors, members, employees, agents, contractors, licensees or invitees.

9. **Attorneys' Fees and Costs.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Easement Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

10. **Authorization.** Each individual executing this Easement Agreement or any amendment hereto represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Easement Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Easement Agreement and any amendment shall be binding upon the party for which he/she signs.

11. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land described herein and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12. **Counterparts.** This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature and acknowledgment page follows]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year first above written.

GRANTOR:

HEYBOURNE MEADOWS II, LLC,

a Utah limited liability company

By: CB Administrative Trust

Its: Manager

*Ezra K. Nilson, Manager by
Robert O. Anderson, Attorney-in-Fact*

By: Robert O. Anderson, Attorney-in-Fact

Name: Ezra K. Nilson, by Robert O.

Anderson, Attorney-in-Fact

Its: Manager

LENNAR:

LENNAR RENO, LLC,

a Nevada limited liability company

By: [Signature]

Name: DOUG BULL

Its: VP

[Acknowledgments on Following Pages]

State of Nevada)

County of Washoe)

This Instrument was acknowledged before me on June 6, 2023 by
Dustin Barker as Vice President of Lennar Reno, LLC, a Nevada limited liability company.

(Notary Stamp)



[Signature]
Signature of notarial officer

State of Nevada

County of Washoe

This Instrument was acknowledged before me on June 6, 2023 by Robert O. Anderson
as attorney in fact for Ezra K. Nilson, as Manager of CB Administrative Trust, as Manager of
Heybourne Meadows II, LLC, a Utah limited liability company.

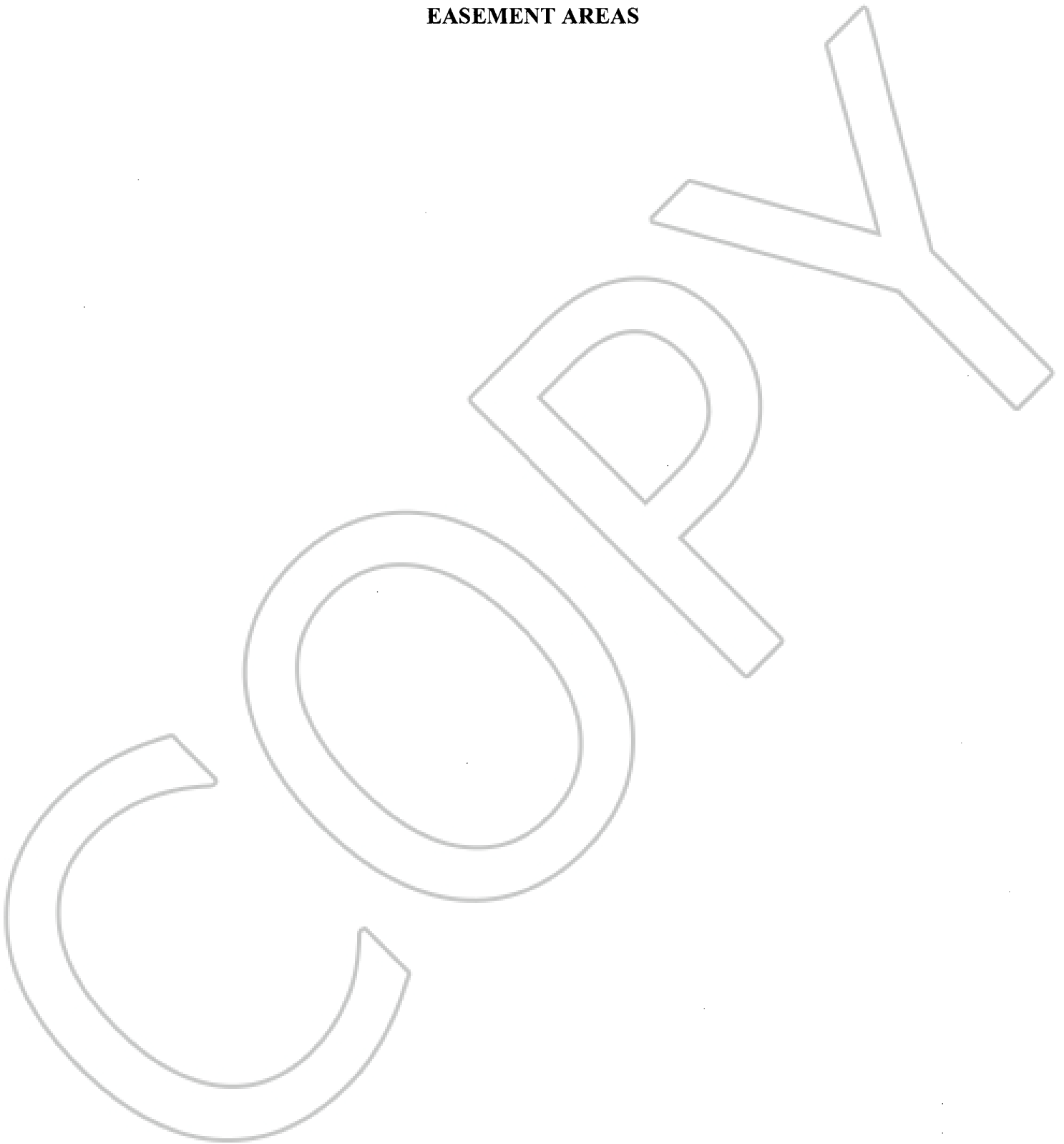
(Notary Stamp)



[Signature]
Signature of notarial officer

EXHIBIT A

EASEMENT AREAS



**EXHIBIT A
LEGAL DESCRIPTION FOR
DRAINAGE & STORM DRAIN EASEMENT**

All that certain drainage and storm drain easement situate within the Southeast One-Quarter (SE 1/4) of Section 29, Township 13 North, Range 20 East, M.D.M., Town of Minden, County of Douglas, State of Nevada, being a portion of Lot C of the Final Subdivision Map of Heybourne Meadows Phase IVB & Phase VB recorded June 3, 2022, as Document No. 985918 in the Official Records of Douglas County, Nevada, being a strip of land 75.00 feet in width, 37.50 on each side of the following described centerline:

COMMENCING at the Northeast corner of said Lot C;

THENCE departing said corner along the northerly line of said Lot C, North 82°26'14" East a distance of 95.99 feet to the POINT OF BEGINNING being coincident with the southerly endpoint of the centerline of Heybourne Road per said Final Subdivision Map;

THENCE departing said northerly line and said southerly endpoint, from a radial line which bears North 81°43'10" East, 461.16 feet along the arc of a non-tangent 500.00 foot radius curve to the left through a central angle of 52°50'44";

THENCE South 61°07'34" East a distance of 422.35 feet to the beginning of a tangent curve to the right;

THENCE 107.95 feet along the arc of a 691.50 foot radius curve through a central angle of 08°56'39" to the POINT OF TERMINUS for the herein described drainage and storm drain centerline;

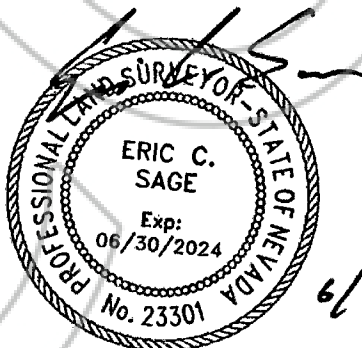
The sidelines of the herein described drainage and storm drain easement are to be lengthened or shortened as necessary as to terminate on said northerly line of said Lot C and at right angles to the POINT OF TERMINUS for this description.

Containing 74,360 square feet of land, more or less.

See Plat to Accompany, attached hereto and made a part hereof.

The Basis of Bearings for this description is the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN).

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



6/6/2023

Eric C. Sage, P.L.S.
Nevada Certificate No. 23301

EXHIBIT A

PLAT TO ACCOMPANY

DRAINAGE & STORM DRAIN EASEMENT

SITUATE WITHIN THE SE 1/4 OF SECTION 29
TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M.
MINDEN DOUGLAS COUNTY NEVADA



1" = 200'

APN 1320-29-711-055
LOT B, FINAL SUBDIVISION MAP
HEYBOURNE MEADOWS PH. IVB & VB
DOC. NO. 985918

APN 1320-29-711-056
LOT C, FINAL MAP
HEYBOURNE MEADOWS
PH. IVB & VB
DOC. NO. 985918

FINAL SUBDIVISION MAP
HEYBOURNE MEADOWS PH. IVA & VA
DOC. NO. 946154

GOLDENROD LANE

EXISTING PUBLIC
ACCESS & UTILITY
EASEMENT PER
DOC. 940154 &
FINAL MAP
DOC. 985918

APN 1320-29-000-014

P.O.T.

DAPPLE DRIVE

NELLE DRIVE

HEYBOURNE ROAD

N81°43'10"E(R)

DRAINAGE &
STORM DRAIN
EASEMENT
(74,360 S.F.±)

P.O.B.

P.O.C.

JOB NO. 4118002

SHEET 1 OF 1

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4066
Fax 775.823.4066



**EXHIBIT A
LEGAL DESCRIPTION FOR
EASEMENT AREAS 1, 2, & 3**

All those certain easement areas 1, 2, and 3 situate within the Southeast One-Quarter (SE 1/4) of Section 29, Township 13 North, Range 20 East, M.D.M., Town of Minden, County of Douglas, State of Nevada, being portions of Lot C of the Final Subdivision Map of Heybourne Meadows Phase IVB & Phase VB recorded June 3, 2022, as Document No. 985918 in the Official Records of Douglas County, Nevada, being more particularly described as follows:

EASEMENT AREA 1

COMMENCING at the Southeast corner of said Lot C;

THENCE departing said corner, North 14°23'43" West a distance of 405.28 feet to an angle point in the northerly line of said Lot C being the POINT OF BEGINNING;

THENCE departing said northerly line, South 00°30'17" West a distance of 20.00 feet;

THENCE North 89°29'43" West a distance of 47.00 feet;

THENCE North 00°30'17" East a distance of 20.00 feet to said northerly line;

THENCE along said northerly line, South 89°29'43" East a distance of 47.00 feet to the POINT OF BEGINNING;

Containing 940 square feet of land, more or less.

EASEMENT AREA 2

COMMENCING at the Southeast corner of said Lot C;

THENCE departing said corner, North 63°13'15" West a distance of 777.41 feet to an angle point in the northerly line of said Lot C being the POINT OF BEGINNING;

THENCE along said northerly line, North 43°16'01" East a distance of 47.00 feet;

THENCE departing said northerly line, South 46°43'59" East a distance of 20.00 feet;

THENCE South 43°16'01" West a distance of 47.00 feet;

THENCE North 46°43'59" West a distance of 20.00 feet to the POINT OF BEGINNING;

Containing 940 square feet of land, more or less.

EASEMENT AREA 3

COMMENCING at the Southeast corner of said Lot C;

THENCE departing said corner, North 67°59'52" West a distance of 913.89 feet to a point on the northerly line of said Lot C being the POINT OF BEGINNING of the centerline of a strip of land 47.00 feet in width being 23.50 feet on each side of said centerline;

THENCE departing said northerly line along said centerline, South 35°52'11" West a distance of 96.06 feet to the northerly line of the Existing Public Access & Utility Easement per Document No. 940154 recorded December 24, 2019 in the Official Records of Douglas County, Nevada, being the POINT OF TERMINUS for this description;

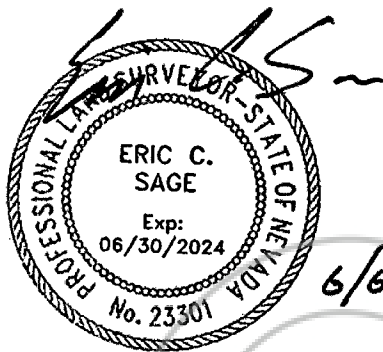
The sidelines of said 47.00 foot wide strip of land are to be lengthened or shortened as necessary to terminate on the said northerly line of said Lot C and the said northerly line of said Existing Public Access & Utility Easement.

Containing 4,521 square feet of land, more or less.

See Plat to Accompany, attached hereto and made a part hereof.

The Basis of Bearings for this description is the Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN).

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502

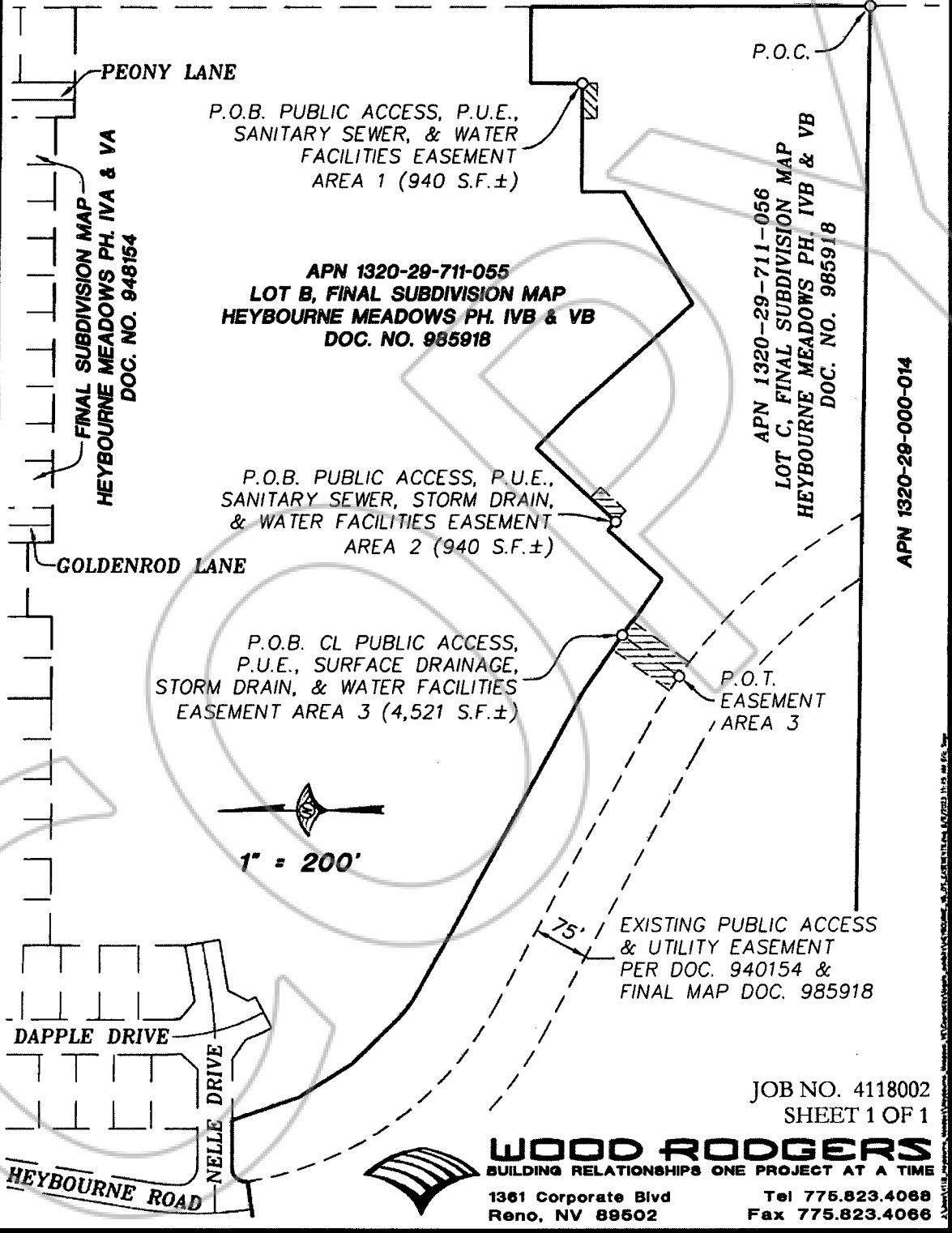


Eric C. Sage, P.L.S.
Nevada Certificate No. 23301

EXHIBIT A

PLAT TO ACCOMPANY

EASEMENT AREAS 1, 2, & 3
SITUATE WITHIN THE SE 1/4 OF SECTION 29
TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M.
MINDEN DOUGLAS COUNTY NEVADA



P.O.C.

PEONY LANE

P.O.B. PUBLIC ACCESS, P.U.E.,
SANITARY SEWER, & WATER
FACILITIES EASEMENT
AREA 1 (940 S.F.±)

FINAL SUBDIVISION MAP
HEYBOURNE MEADOWS PH. IVA & VA
DOC. NO. 948154

APN 1320-29-711-055
LOT B, FINAL SUBDIVISION MAP
HEYBOURNE MEADOWS PH. IVB & VB
DOC. NO. 985918

APN 1320-29-711-056
LOT C, FINAL SUBDIVISION MAP
HEYBOURNE MEADOWS PH. IVB & VB
DOC. NO. 985918

P.O.B. PUBLIC ACCESS, P.U.E.,
SANITARY SEWER, STORM DRAIN,
& WATER FACILITIES EASEMENT
AREA 2 (940 S.F.±)

GOLDENROD LANE

P.O.B. CL PUBLIC ACCESS,
P.U.E., SURFACE DRAINAGE,
STORM DRAIN, & WATER FACILITIES
EASEMENT AREA 3 (4,521 S.F.±)

P.O.T.
EASEMENT
AREA 3



1" = 200'

75'
EXISTING PUBLIC ACCESS
& UTILITY EASEMENT
PER DOC. 940154 &
FINAL MAP DOC. 985918

DAPPLE DRIVE

NELLE DRIVE

HEYBOURNE ROAD

JOB NO. 4118002
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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