

APN: 1320-29-711-056

Recording Requested by and
When Recorded Mail to:

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

2/23/22 - DP

**TEMPORARY CONSTRUCTION AND
SLOPE EASEMENT AGREEMENT**

This Temporary Construction and Slope Easement Agreement (“**Easement Agreement**”) is dated June 6, 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 (“**Grantee**”).

RECITALS

A. Grantee is the owner of that certain real property (the “**Supported Parcel**”) located in Douglas County (“**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 Supported Parcel (the “**Slope 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. The parties intend to enter into this Easement Agreement to provide for the rights and duties of the parties with respect to establishing the slope located on that certain portion of the Slope Parcel as more particularly described herein.

NOW, THEREFORE, in consideration of the Recitals, mutual covenants, agreements herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties declare as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Easement Agreement.

2. **Grant of Easements.** Grantor hereby grants a temporary easement (“**Temporary Construction Easement**”) to Grantee and Grantee's contractors, consultants, agents and employees to enter a portion of the Slope Parcel as described and depicted on Exhibit A (the “**Temporary Construction Easement Areas**”) and Exhibit A-1 (the “**Slope Work**”),

respectively, attached hereto for purposes of ingress, egress and performing grading and other construction and revegetation. Grantor further grants to Grantee an easement to establish the slope on the Slope Parcel as contemplated in the Slope Work for the support and benefit of the Supported Parcel (the "**Slope Easement**"). Grantee shall perform the Slope Work: (i) at its sole cost and expense; (ii) in conformity with county-approved engineered grading plans; (iii) in accordance with all applicable laws, rules, regulations, ordinances, permits and approvals (including without limitation, all storm water pollution prevention ("**SWPP**") and dust control); and (iv) without entry onto or damage to any portion of the Slope Parcel other than the Temporary Construction Easement Areas. Additionally, Grantee shall: (a) promptly restore, at its sole cost and expense, any damage or modifications to the Slope Parcel caused by Grantee other than the Slope Work; and (b) remove from the Slope Parcel any debris or refuse and excess materials generated from the Slope Work or locate such excess materials in areas designated by Grantor on the Slope Parcel, as directed in writing by Grantor.

3. **Indemnification.** Grantee and its heirs, representatives, occupants, successors and assigns of the Supported Parcel (each an "Indemnitor") agree to indemnify, defend and hold Grantor harmless from any and all claims, demands, causes of action, liability, costs, expenses, including reasonable attorneys' fees (collectively, "**Claims**") in connection with or arising out of Indemnitor's use and occupancy of the Slope Parcel performance or non-performance of Grantee's obligations hereunder, including, without limitation, the Slope Work, or arising out of or by reason of any act, omission, negligence of Indemnitor or its officers, directors, members, employees, agents, contractors, and licensees while in, upon, about or in any way connected with the Slope Parcel; provided, however, that Indemnitor 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.

4. **Insurance.** Grantee, prior to performing the Slope Work, shall comply with the following insurance requirements. Grantee shall have and maintain commercial general liability ("**CGL**") insurance covering the Slope Work with limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate. Grantee shall be required to maintain the CGL policy for the duration of this Easement Agreement. Grantee shall name Grantor as an additional insured under the CGL policy. Grantee shall have and maintain valid workers compensation insurance in compliance with applicable Nevada law covering those employees who perform the Slope Work and name Grantor as an additional insured under the policy, to the extent permitted by the insurer.

5. **Covenants Run With the Land; Equitable Servitudes; Rights of Successors.** The covenants, conditions and restrictions contained herein shall run with the land, shall constitute equitable servitudes upon each of the Supported Parcel and Slope Parcel (each a "Property") in favor of the other Property and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, representatives, occupants, successors and assigns. Each covenant to do or refrain from doing some act on each Property hereunder (i) is a burden on such Property and is for the benefit of the other Property, (ii) runs with each Property, and (iii) shall be binding upon each successive owner during its ownership of a Property, or portion thereof or interest therein, and each entity having any interest therein derived in any manner through an owner of a Property, or any portion thereof, and shall benefit each party hereto and its Property and each other entity becoming a party hereto.

6. **Release From Liability.** Subject to the provisions of Section 6 hereof, any entity acquiring fee or leasehold title to any Property, or any portion thereof, shall be bound by this Easement Agreement only as to the rights and obligations pertaining to the Property or portion of the Property acquired by such entity and such entity shall be bound by this Easement Agreement only during the period such entity is the fee or leasehold owner of such Property or portion of the Property, except as to obligations, liabilities or responsibilities that accrue during said period. Although entities may be released from liability under this Section, the covenants and restrictions in this Easement Agreement shall continue to be benefits to and servitudes upon the Slope Parcel and Supported Parcel running with the land. No breach of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement, or any conditions, covenants, or restrictions hereunder.

7. **Term.**

A. **Temporary Construction Easement.** Grantor and Grantee agree that the term of use of the Temporary Construction Easement shall continue until the first to occur of (i) completion of construction of the Slope Work; or (ii) three (3) years from the date of recordation of this Easement Agreement, at which time the Temporary Construction Easement shall automatically terminate without further action by either party, except with respect to liabilities that may have accrued hereunder, and either party may record a notice of termination evidencing such termination.

B. **Slope Easement.** It is contemplated that Grantor or its successor will develop the Slope Parcel to an elevation consistent with that of the final finished grade of the Supported Parcel and the Slope Easement shall terminate at such time as development of the Slope Parcel renders the Slope Easement unnecessary. At such time as the Slope Easement is so determined to be unnecessary, the Grantor may unilaterally record a notice of termination of the Slope Easement and this Easement Agreement shall terminate and be of no further force or effect.

8. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Easement Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. **Governing Law.** This Easement Agreement shall be subject to and construed in accordance with the laws of the State of Nevada.

10. **Attorneys' Fees.** In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Easement Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Easement Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and reasonable costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

11. **Captions.** The captions heading the various sections of this Easement Agreement are for the convenience and identification only, and shall not be deemed to limit or define contents of the respective sections.

12. **Time is of the Essence.** Time is of the essence for performance of each and every covenant and the satisfaction of each and every condition contained in this Easement Agreement.

13. **Representation of Counsel.** Each of the parties has had the opportunity to seek the advice of independent legal counsel and executes this Easement Agreement acting upon their independent judgment and/or upon the advice of their respective independent legal counsel, without any representation, express or implied, of any kind or nature, from each to the other except as only specifically set forth in this Easement Agreement.

14. **Counterparts.** This Easement Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

15. **Notice.** Any notice, request, demand, instruction or other communication required or permitted by this Easement Agreement to be given to any party, including, but not limited to, a notice of assessment, shall be in writing and shall be either (i) personally delivered to the party named below, or the party otherwise entitled thereto, by a commercial messenger service regularly retaining receipts for such delivery, (ii) sent by registered or certified mail, return receipt requested, (iii) delivered by nationally recognized air courier services such as FedEx, or (iv) sent by facsimile or e-mail, provided that such notice, if not confirmed by the other party, is also sent by an alternative means of notice pursuant to clause (i), (ii) or (iii), and such notice shall be effective upon delivery thereof to the party being given notice, and shall be addressed to the parties as listed below:

Grantee: Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, Nevada 89521
Attn: Dustin Barker
Phone: (775) 789-3234
E-mail: dustin.barker@lennar.com

With a copy to: Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511
Attn: Gregg P. Barnard, Esq.
Phone (775) 688-3025
Facsimile: (775) 688-3088
E-mail: gbarnard@woodburnandwedge.com

Grantor: Heybourne Meadows II, LLC
c/o Ezra Nilson
Heybourne Meadows II, LLC
4464 Ridge Crest Circle
Bountiful, Utah 84010
Email: ezrakn@ezranilson.com

If a party desires to change its address for the purpose of a receipt of notice, such notice of change of address shall be given in the manner specified herein. However, unless and until such written

notice of change is actually received, the last address and addressee as stated by written notice, or provided herein if no written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

16. **Liens.** Grantee shall not suffer or permit any mechanics' or materialmen's liens or other liens to be filed against the Slope Parcel by reason of work, labor or material supplied or claimed to have been supplied to Grantee. If any such liens shall at any time be filed, and Grantee does not promptly remove or bond over the same, then Grantor shall, at its option, have the right to discharge the same by paying the amount claimed to be due without inquiry into the validity of the claim and Grantee shall thereupon immediately reimburse Grantor for any such amounts, together with interest thereon at the maximum rate permitted by law.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date first written above.

Grantee

LENNAR RENO, LLC,
a Nevada limited liability company

By: _____

Name: Dustin Barker
Its: Vice President

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: _____
Name: Ezra K. Nilson, Manager, by Robert
O. Anderson, Attorney-in-Fact

Its: Manager

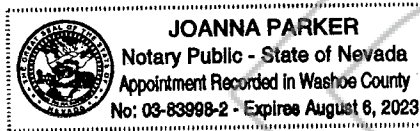
ACKNOWLEDGMENTS

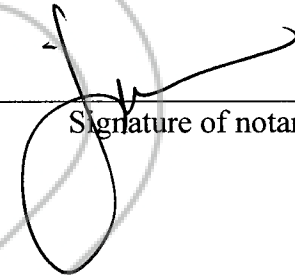
State of Nevada)

County of Washoe)

This Instrument was acknowledged before me on June 4, 2023 by
Dustin Barker as Vice President of Lennar Reno, LLC, a Nevada limited liability company.

(Notary Stamp)





Signature of notarial officer

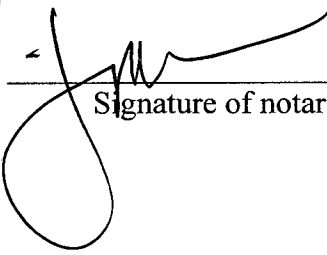
State of Nevada)

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)

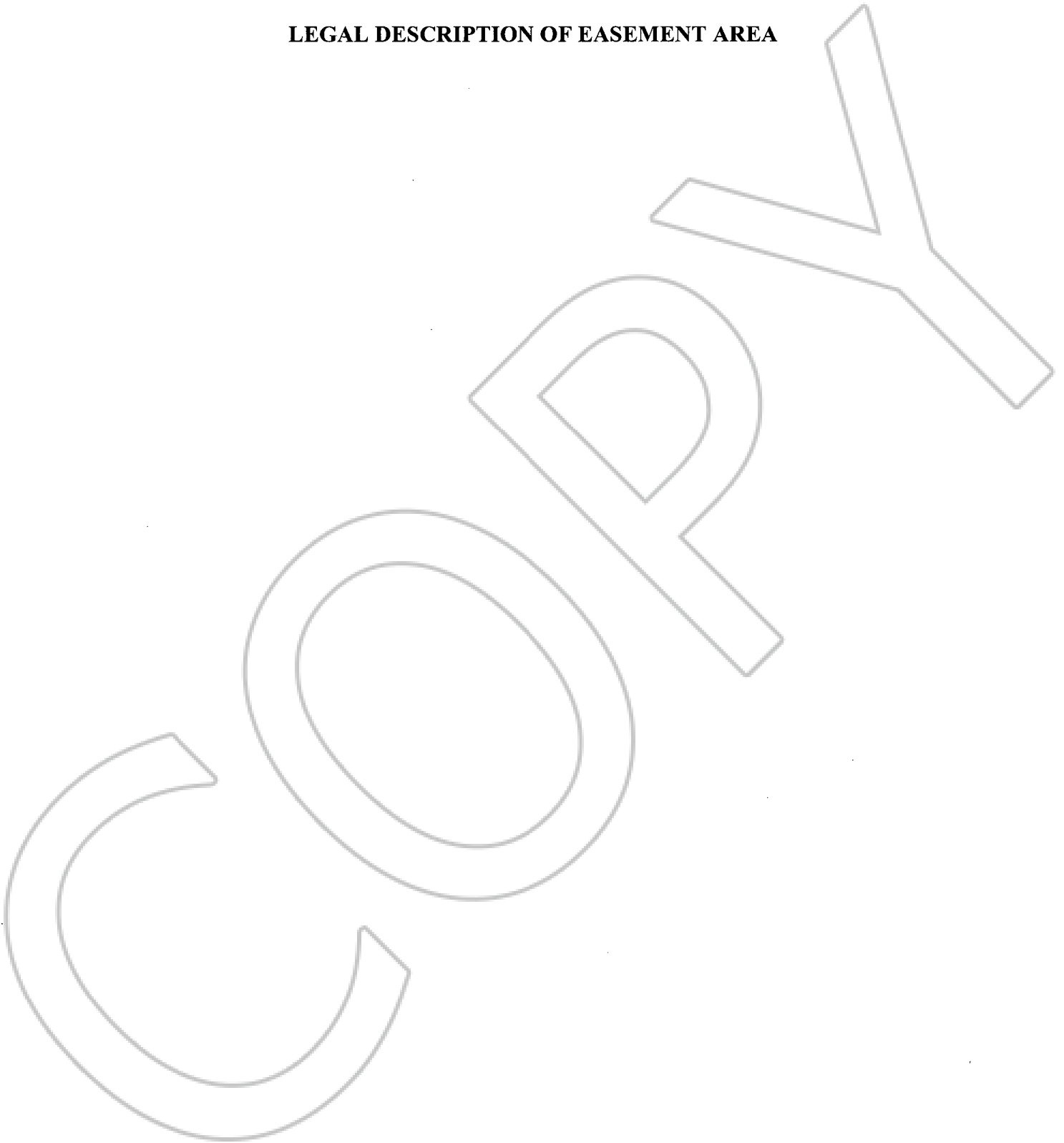




Signature of notarial officer

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA



**EXHIBIT A
LEGAL DESCRIPTION FOR
SLOPE AND GRADING EASEMENT**

All that certain slope and grading 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 25.00 foot wide strip of land lying southerly of, parallel to, and coincident with the northerly line of said Lot C, said northerly line being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot C;

THENCE departing said corner and along the easterly line of said Lot C, North 00°20'20" East a distance of 461.66 feet to the northeasterly most corner of said Lot C being the POINT OF BEGINNING;

THENCE departing said easterly line along said northerly line of said Lot C, the following twenty (20) arcs, courses, and distances:

- 1) North 89°29'43" West a distance of 102.87 feet;
- 2) South 00°30'17" West a distance of 70.00 feet;
- 3) North 89°29'43" West a distance of 147.00 feet;
- 4) South 00°30'17" West a distance of 57.48 feet;
- 5) South 58°31'49" West a distance of 178.71 feet;
- 6) North 41°00'34" West a distance of 216.55 feet;
- 7) North 44°49'31" West a distance of 71.65 feet;
- 8) South 43°16'01" West a distance of 147.00 feet to the beginning of a non-tangent curve to the left;
- 9) from a radial line which bears South 43°16'01" West, 15.61 feet along the arc of a 929.00 foot radius curve through a central angle of 00°57'47";
- 10) South 42°18'14" West a distance of 100.00 feet;
- 11) North 54°07'49" West a distance of 69.40 feet;
- 12) North 35°52'11" East a distance of 1.28 feet;
- 13) North 54°07'49" West a distance of 47.00 feet;
- 14) North 55°11'26" West a distance of 69.42 feet;
- 15) North 61°07'11" West a distance of 352.02 feet;
- 16) North 59°42'14" West a distance of 128.45 feet;
- 17) North 50°51'26" West a distance of 27.99 feet;
- 18) North 43°40'17" West a distance of 89.42 feet;
- 19) North 31°34'38" West a distance of 83.65 feet;

20) North 18°34'42" West a distance of 95.68 feet to the southerly right-of-way of Nelle Drive per said Final Subdivision Map, Document No. 985918, being the POINT OF TERMINUS for this description;

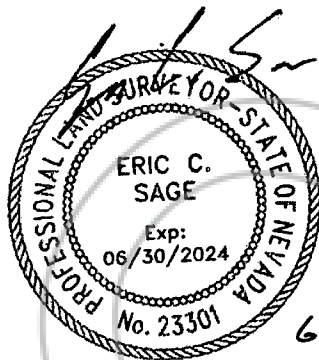
The sidelines of the herein described slope and grading easement are to be lengthened or shortened as necessary to terminate on the exterior boundary of said Lot C.

Containing 52,220 square feet of land, more or less.

See Exhibit "A-1", 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-1

DEPICTION OF EASEMENT AREA AND SLOPE WORK



EXHIBIT A-1

PLAT TO ACCOMPANY

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

