DOUGLAS COUNTY, NV

2024-1003791

Rec:\$40.00 Total:\$40.00

01/09/2024 12:50 PM

R.O. ANDERSON ENGINEERING INC,

Pgs=5

## RECORDING REQUESTED BY

Heybourne Meadows I, LLC 4464 Ridge Crest Circle Bountiful UT 84010



SHAWNYNE GARREN, RECORDER

### AND, WHEN RECORDED MAIL TO:

Heybourne Meadows I, LLC 4464 Ridge Crest Circle Bountiful UT 84010

THIS SPACE FOR RECORDER'S USE ONLY

# LIMITED POWER OF ATTORNEY

HEYBOURNE MEADOWS I, LLC, a Utah limited liability company (the "Company"), hereby appoints ROBERT O. ANDERSON, of 1603 Esmeralda Avenue, Minden, NV 89423, as its Attorney-in-Fact (hereinafter referred to in this power of attorney as "ATTORNEY-IN-.FACT").

The Company intends to create a Limited Power of Attorney (herein referred to as "this Power"). This Power is effective immediately upon its execution and shall terminate upon the earlier of: (a) the written revocation of this Power by the Company, or (b) December 31, 2024.

The Company grants ATTORNEY-IN-FACT only the powers specified in this Power with the understanding that they will be used for the Company's benefit and on the Company's behalf and will be exercised only in a fiduciary capacity.

#### I. POWERS

- 1.A. Enumerated Powers. ATTORNEY-IN-FACT is hereby granted authority to take any of the following actions on behalf of the Company in connection with that certain real property described on <a href="Exhibit" A" attached hereto">Exhibit "A"</a> attached hereto (the "Property"): (i) prepare, negotiate, execute and deliver development, land use and entitlement applications, (ii) prepare, negotiate, execute and deliver public utility applications and agreements, (iii) prepare, negotiate, execute and deliver assignments of transferable development rights, (iv) prepare, negotiate, execute and deliver purchase and sale agreements, amendments to purchase and sale agreements, deeds, closing documents and statements, instruments, assignments, certificates and other documents related to the sale, transfer and conveyance of the Property, (v) represent and speak on behalf of the Company before public boards and with government bodies, officials and employees, and (vi) take any and all other actions related to the sale, transfer, conveyance and development of the Property on behalf of the Company.
- 1.B Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraph, ATTORNEY-IN-FACT is hereby also given full authority, to the extent that a principal can act through an agent, to take all actions that ATTORNEY-IN-FACT believes necessary, proper, or convenient, to the extent that the Company could take such actions itself, including the power to prepare, execute, and file all documents and maintain records; and execute, acknowledge, seal, and deliver any instrument.

#### II. AMPLIFYING PROVISIONS

- 2.A. Reimbursement for Costs and Expenses. ATTORNEY-IN-FACT shall be entitled to reimbursement for expenditures properly made in the execution of the powers conferred by the Company in this Power. ATTORNEY-IN-FACT shall keep records of any such expenditures and reimbursement.
- 2.B. **No Compensation.** ATTORNEY-IN-FACT shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by the Company in this Power other than those for which ATTORNEY-IN-FACT has separately contracted with the Company.
- 2.C. Ratification. The Company ratifies and confirms all that ATTORNEY-IN-FACT does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by ATTORNEY-IN-FACT shall bind the Company and its successors and assigns.
- 2.D. **Exculpation.** ATTORNEY-IN-FACT shall not be liable to the Company or any of its successors in interest for any action taken or not taken in good faith, but shall be liable for willful misconduct or gross negligence.
- 2.E. **Photostatic Copies.** Persons dealing with ATTORNEY-IN-FACT may rely fully on a photostatic copy of this Power.
- 2.F. Governing Law. All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Utah.
- 2.G. **Right to Revoke Power.** The Company expressly reserves the right to revoke or terminate this Power at any time.

[Signatures to follow on the next page.]

HEYBOURNE MEADOWS I, LLC,

a Utah limited liability company By: CB Administrative Trust

Its: Manager

Title: Trustee

Name: Leicha B. Nilson

Title: Trustee

STATE OF UTAH

**COUNTY OF DAVIS** 

2 JANGER ZOZY 2 day of August, 2023, personally appeared before me EZRA K. NILSON and LEICHA B. NILSON, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn, did say that they are the Trustees of CB Administrative Trust, which is the Manager of Heybourne Meadows I, LLC, a Utah limited liability company, and that said document was signed by them in behalf of said limited liability company by authority of its Operating Agreement and said EZRA K. NILSON and LEICHA B. NILSON acknowledged to me that said limited liability company executed the same.

) ss.

Witness my hand and official seal.

JARED MCCARTY otary Public - State of Utah Comm. No. 725633 Commission Expires on Jul 31, 2026



# DESCRIPTION NEW PARCEL FOR DEVELOPMENT HEYBOURNE MEADOWS 3B & 3C (A.P.N. 1320-32-501-022)

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

The "New Parcel for Development" per the Final Map for Heybourne Meadows, Phase 3A, filed for record November 19, 2021, in the office of Recorder, Douglas County, Nevada, as Document No. 977368.

The above parcel contains 8.62 acres, more or less.

The Basis of Bearing for this description is identical to the Final Map for Heybourne Meadows, Phase 3A, filed for record November 19, 2021, in the office of Recorder, Douglas County, Nevada, as Document No. 977368.

Prepared By: R.O. ANDERSON ENGINEERING, INC.

Cory J. Kleine, P.L.S. 21988

P.O. Box 2229

Minden, Nevada 89423

