



Lincoln County APNs:

8-201-03; 8-201-06; 8-201-08; 8-201-15;
8-201-19; 8-201-20; 8-201-21; 8-201-23;
8-201-24; 8-21-25; 8-201-27; 8-201-28;
8-201-29 and 8-201-30

**Recording Requested by,
and when recorded,
Return to:**

General Counsel - Real Estate
Coyote Springs Investment LLC
P.O. Box 37010
Coyote Springs, Nevada 89037

THIS DOCUMENT DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY PERSON

GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("Agreement") is made as of the 23rd day of February, 2009, by and between Coyote Springs Investment LLC, a Nevada limited liability company ("CSI" and the "Grantor"), and Coyote Springs Land Company LLC, a Nevada limited liability company ("CSLC"), Coyote Springs Reuse Water Company, LLC, a Nevada limited liability company ("CSRW"), and CSI (each of CSLC, CSRW and CSI is a "Grantee" and collectively, the "Grantees").

Recitals:

WHEREAS CSI is the owner or lessee of the land described on Exhibit A attached hereto and incorporated herein.

WHEREAS CSLC is the master developer of the communities commonly known as Coyote Springs that are located in Clark County, and Lincoln County, Nevada, respectively (collectively, the "Community").

WHEREAS CSI is the owner of water rights appropriated from within Clark County - Coyote Springs community located in Clark County, Nevada and the holder of pending applications for new appropriations having points of diversion located within the Community.

WHEREAS CSI is a party to that certain Memorandum of Agreement by and between the Southern Nevada Water Authority ("SNWA"), the United States Fish and Wildlife Service ("FWS"), the Moapa Band of Paiute Indians ("Tribe") and Moapa Valley Water District ("MVWD") dated April 20, 2006 ("Muddy River MOU").



WHEREAS CSI may be required to relocate certain production wells from Clark County to Lincoln County at some time in the future pursuant to the terms of the Muddy River MOU.

WHEREAS CSI holds pending applications seeking to appropriate additional water rights from within the Coyote Spring Valley (Basin 210).

WHEREAS CSI entered into that certain Memorandum of Agreement for Option, Purchase and Sale of Water Rights, Real Property and Easements with the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA") recorded May 27, 1998, in Book 980527, as Instrument No. 01050, Official Records, Clark County, Nevada, and recorded May 27, 1998 in Book 134, Page 483, as Instrument No. 111018, Official Records, Lincoln County, Nevada ("MOA"), as amended by that certain Amendment to Memorandum of Agreement for, Option, Purchase and Sale of Water Rights, Real Property and Easements recorded March 18, 2008 in Book 20081308, as Instrument No. 0003767, Official Records, Clark County, Nevada, and recorded March 19, 2008 in Book 240, Page 0066, as Document No. 131141, Official Records, Lincoln County, Nevada ("MOA Amendment" and when taken together with the MOA, collectively, the "Memorandum").

WHEREAS CSI, Harrich Investments, LLC, a Nevada limited liability company ("Harrich") and SNWA entered into that certain Grant of Easement Agreement (One Acre Exclusive Use Easements) recorded May 27, 1998 in Book 980527, as Instrument No. 01053, Official Records, Clark County, Nevada, and recorded May 27, 1998 in Book 134, Page 497, as Document No. 111020, Official Records, Lincoln County, Nevada ("Site Easement"), as amended by that certain Amendment to Grant of Easement Agreement (One Acre Exclusive Use Easements) by and between CSI (successor in interests to Harrich) and SNWA recorded March 18, 2008 in Book 20080318, as Instrument No. 0003766, Official Records, Clark County, Nevada, and recorded March 19, 2008 in Book 240, Page 0057, Official Records, Lincoln County, Nevada ("Site Amendment" and when taken together with the Site Easement, collectively, the "Well Site Easement").

WHEREAS CSI, Harrich and SNWA entered into that certain Grant of Easement Agreement (General Easement) recorded May 27, 1998 in Book 980527, as Instrument No. 01054, Official Records, Clark County, Nevada, and recorded May 27, 1998 in Book 134, Page 506, as Document No. 111021, Official Records, Lincoln County, Nevada ("Use Easement"), as amended by that certain Amendment to Grant of Easement Agreement (General Easement) by and between CSI (successor in interests to Harrich) and SNWA recorded March 18, 2008 in Book 20080318, as Instrument No. 0003765, Official Records, Clark County, Nevada, and recorded March 19, 2008 in Book 240, Page 0047, Official Records, Lincoln County, Nevada ("Use Amendment" and when taken together with the Use Easement, collectively, the "General Easement").

WHEREAS, pursuant to the terms of the Memorandum, the Well Site Easement and the General Easement, CSI and SNWA will jointly identify not less than five (5) and not more than thirty (30) potential one acre well sites upon agreement of the identified well sites, and CSI and SNWA will record an amendment to the Memorandum, the Well Site Easement and the General Easement to identify the selected potential well sites and to terminate the blanket easement as to future well location.



WHEREAS, CSRW is the owner of reclaimed water generated from within the Coyote Springs Community.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants contained herein CSI, CSLC, CSRW and CSI mutually agree as follows:

1. **Well Site Easements:** Subject to the terms and conditions contained herein, Grantor hereby grants, transfers and conveys to Grantees a maximum of thirty (30) exclusive one acre well site easements, as described on Exhibit A attached hereto and incorporated herein ("Well Easements") for the purpose of constructing, operating, maintaining, repairing and replacing one or more production wells. The parties acknowledge and agree to record an amendment to this Agreement to substitute the Potential Well Site List created pursuant to the Memorandum, Well Site Easement and General Easement as Exhibit A in lieu of the attached Exhibit A in connection with recording amendments to the Memorandum, Well Site Easement and General Easement that terminate the blanket well site easements under the Memorandum, Well Site Easement and General Easement. The Potential Well Site List set forth on Exhibit A may be amended from time to time by mutual agreement of the parties; provided, that any such amendment will not add a location that will affect a parcel sold to a third party prior to the date of such amendment.

2. **Access and Utility Easements.** Subject to the terms and conditions contained herein, Grantor hereby grants, transfers and conveys to CSLC, CSRW and CSI non-exclusive access easements (each an "Access Easement" and collectively, the "Access Easements"), each fifty (50) feet in width, on, over, across, under and through the property described on Exhibit B attached hereto and incorporated herein ("CSI's Property"), for the purpose of building, constructing, operating, using, maintaining and repairing one or more access roads and one or more underground utility lines (including, without limitation, pipelines, underground power lines, telemetry, pump stations and related appurtenances from State Route 168, Highway 93 or Kane Springs Road (Lincoln County road) and for any other purposes necessary for the production of water at, and transmission of water from each of the Well Sites. To the maximum extent practicable, each Access Easement shall fall within existing road and utility rights of way or future dedicated rights of way. CSI shall cooperate with and assist CSLC, CSRW and CSI in locating the Access Easements to minimize potential conflicts between CSLC's, CSRW's, CSI's and SNWA's future facility needs and the development of CSI's Property.

3. CSLC, CSRW and CSI shall execute and deliver in recordable form one or more release and reconveyance documents from time to time to promptly release lands from the encumbrance of this Agreement upon the recording of a Well Easement, an access easement, a parcel map or subdivision map covering the land to be released.

4. The parties hereto, for themselves and their respective successors and assigns, agree to execute and deliver, in recordable form, any instrument reasonably deemed necessary or desirable, by any party hereto, to carry out the intent of this Agreement. Without limiting the foregoing, Grantor and Grantees shall execute, deliver and record an amendment to this Agreement fixing the location of each Access Easement upon the election of a party to develop such Access Easement, to the extent



such Access Easement is not otherwise shown or provided for on any previously recorded map or other instrument in the Official Records of the appropriate county..

5. The Well Easements and Access Easements and the provisions of this Agreement shall be covenants running with the land and shall be binding on Grantor and Grantees and their respective successors and assigns or anyone claiming under them.

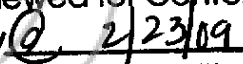
6. This Agreement shall be governed by, construed and enforced under the laws of the State of Nevada.

IN WITNESS WHEREOF, Grantor and Grantees have executed this Amendment as of the date first written above.

GRANTOR:


COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By: 
Brad Mamer, Manager

WNG/Coyote Springs
Reviewed for Content
By 
Emilla K. Cargill

GRANTEES:

COYOTE SPRINGS LAND COMPANY LLC,
a Nevada limited liability company

By: **WINGFIELD NEVADA GROUP MANAGEMENT COMPANY, LLC,**
a Nevada limited liability company,
Manager 
By: _____
Brad Mamer, Manager

COYOTE SPRINGS REUSE WATER COMPANY LLC,
a Nevada limited liability company

By: **WINGFIELD NEVADA GROUP MANAGEMENT COMPANY, LLC,**
a Nevada limited liability company,
Manager 
By: _____
Brad Mamer, Manager



COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

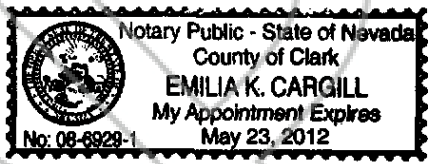
By: *Brad Mamer*
Brad Mamer, Manager

WNG/Coyote Springs
Reviewed for Content
By *Emilia K. Cargill* 2/23/09
Emilia K. Cargill

STATE OF NEVADA)
 ss
COUNTY OF CLARK)

This instrument was acknowledged before me on Feb. 23, 2009 by Brad Mamer as Manager of Coyote Springs Investment LLC, a Nevada limited liability company.

Emilia Cargill
Notary Public



STATE OF NEVADA)
 ss
COUNTY OF ~~WASHOE~~ CLARK)

This instrument was acknowledged before me on Feb. 23, 2009 by Brad Mamer as Manager of Wingfield Nevada Group Management Company, LLC a Nevada limited liability company, the Manager of Coyote Springs Land Company LLC and Coyote Springs Reuse Water Company LLC

Emilia Cargill
Notary Public

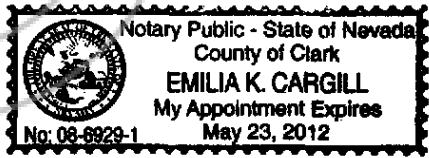




Exhibit A

Legal Description of the Well Site Property

All that certain real property situated in Township 11 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

[to be added by Amendment]

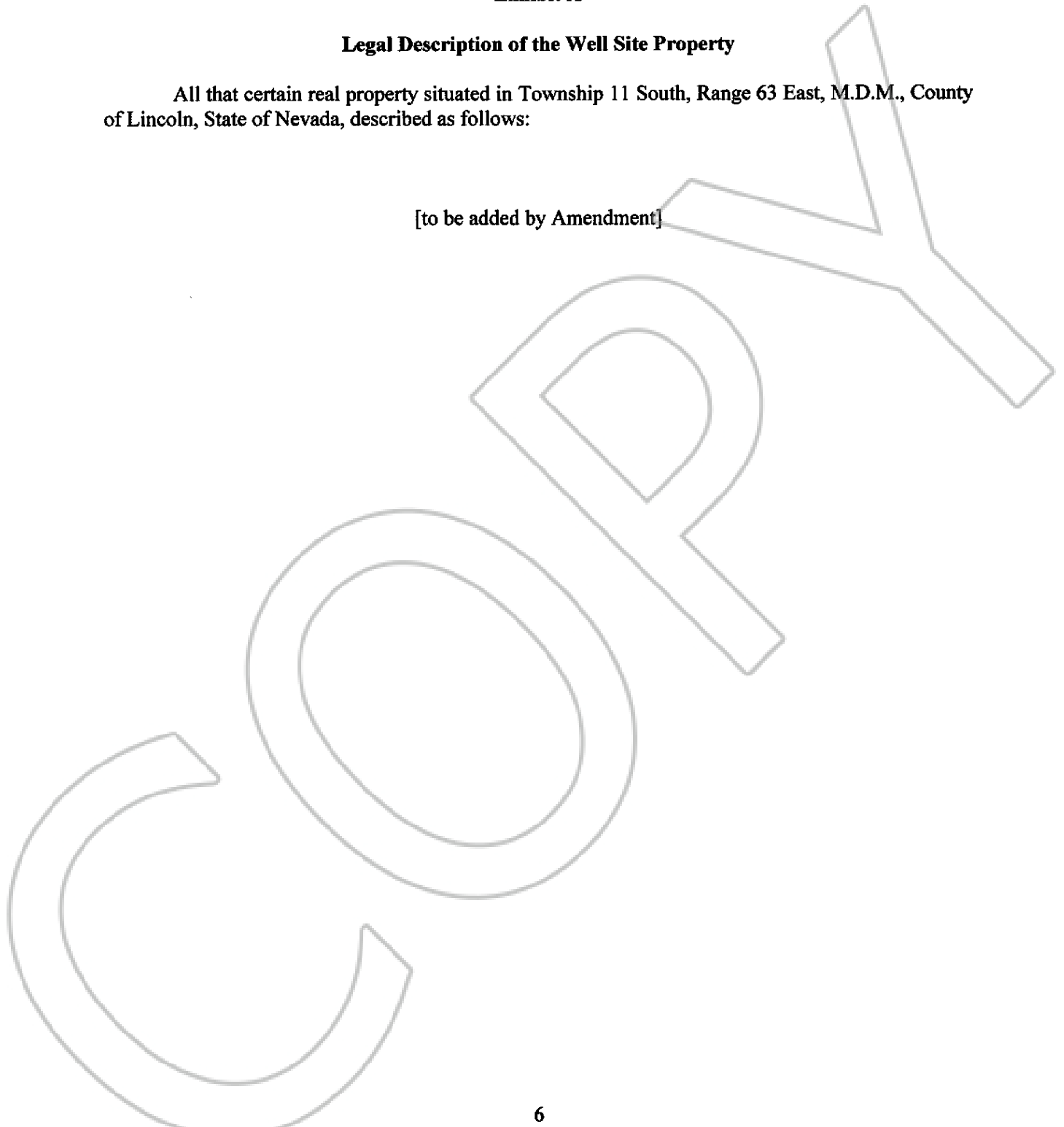




Exhibit B

Legal Description of CSI's Property

All that certain real property situated in Township 11 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

- Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 20, all;
- Sec. 21, all;
- Sec. 22, all;
- Sec. 23, all;
- Sec. 24, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 25, W $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 26, all;
- Sec. 27, all;
- Sec. 28, all;
- Sec. 29, all; and
- Sec. 30, Lots 5, 6, 10, 11, 14 and 16, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$;
- Sec. 31, Lots 5, 10, 11, 12, 13, 18, 19 and 20, NE $\frac{1}{4}$;
- Sec. 32, all;
- Sec. 33, all;
- Sec. 34, all; and
- Sec. 35, all.

Note: A portion of the land in Secs. 19, 30 and 31 are currently held by CSI under a Lease.

All that certain real property situated in Township 12 South, Range 63 East, M.D.M., County of Lincoln, State of Nevada, described as follows:

- Sec. 2, W $\frac{1}{2}$;
- Sec. 3, all;
- Sec. 4, all;
- Sec. 5, all;
- Sec. 6, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 7, that portion lying easterly of the centerline of U.S. Highway 93;
- Sec. 8, all;
- Sec. 9, all;
- Sec. 10, all;
- Sec. 11, W $\frac{1}{2}$;
- Sec. 14, W $\frac{1}{2}$;
- Sec. 15, all;
- Sec. 16, all;
- Sec. 17, all;
- Sec. 18, that portion lying easterly of the centerline of U.S. Highway 93;



Sec. 19, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 20, all;
Sec. 21, all;
Sec. 22, all;
Sec. 27, all;
Sec. 28, all;
Sec. 29, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 32, that portion lying easterly of the centerline of U.S. Highway 93;
Sec. 33, all; and
Sec. 34, N½, SW¼.

Note: A portion of the land in Secs. 4, 5, 6, 9, 15, 16, 21, 22, 27, 28, 33 and 34 are currently held by CSI under a Lease.

Note: The legal description set forth above reflects the anticipated fee land that will be owned by CSI in Lincoln County upon issuance of a final patent for the Lincoln County lands.