

**Official Record**Recording requested By  
CHICAGO TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee \$20.00

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RPTT:

Recorded By: AE

Book- 247 Page- 0579

**Lincoln County APNs:**

8-201-28 and 8-201-03

**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

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**GRANT OF EASEMENT AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT ("Agreement") is made as of the 5<sup>th</sup> day of March, 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, and any of the respective transferees, licensees, successors or assigns (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 (the "Benefitted Property").

WHEREAS CSI is the fee owner of that certain land described on Exhibit B attached hereto and incorporated herein by reference (the "Property"), which may be ground leased, in whole or in part to a third party.

Easement to Secs 24-25 across BSE Sections v2



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

WHEREAS CSI, CSRW or CSLC, as the case may be, may be required to locate, establish or otherwise site wells, detention basins, ponds, storage or holding tanks, flood control facilities, or other types of water or flood-control facilities as may be requested by any governmental agency, service, bureau, or district, or in connection with any development of the Community in Lincoln County on the Benefitted Property (collectively, the "Facilities").

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

1. **Access, Utility and Drainage Easements.** Subject to the terms and conditions contained herein, Grantor hereby grants, transfers and conveys to CSLC, CSRW and CSI non-exclusive access, utility and drainage easements (each an "Access Easement" and collectively, the "Access Easements"), each fifty (50) feet in width, on, over, across, under and through the 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 Highway 168, Highway 93 or Kane Springs Road (Lincoln County road) and for any other purposes necessary for or related to the Facilities, and a drainage easement downgradient from any detention facility constructed on the Benefitted Property, up to a maximum of fifty (50) feet in width. 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, and CSI's future needs and the development of the Property.

2. **Covenants Running with the Land.** The 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.



3. **Cooperation.** Notwithstanding any provision to the contrary contained herein, Grantor and Grantee shall cooperate with any third party holding a leasehold interest in the Property to determine a fixed location for the Access Easements to minimize conflicts with any such lessee's approved use of the Property.

4. **Amendment for Location.** When the location of the Access Easements have been determined the Grantor and Grantees shall amend this Agreement to record the location of the Access Easements and to terminate the blanket easement granted herein.

5. **Governing Law.** 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 Agreement as of the date first written above.

**GRANTOR:**

**COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company**

By:   
Brad Mamer, Manager


[SIGNATURE PAGE CONTINUES]



**GRANTEES:**

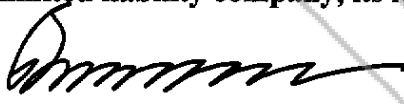
**COYOTE SPRINGS LAND COMPANY LLC,  
a Nevada limited liability company**

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

By:   
Brad Mamer, Manager

**COYOTE SPRINGS INVESTMENT LLC,  
a Nevada limited liability company**

By:   
Brad Mamer, Manager

[NOTARY PAGE FOLLOWS]

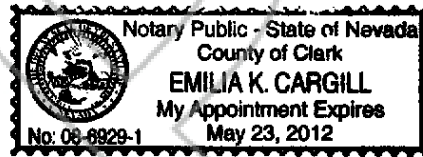


STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on March 12, 2009 by Brad Mamer as: 1) Manager of Coyote Springs Investment LLC, a Nevada limited liability company, AND 2) 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 K. Cargill*  
\_\_\_\_\_  
Notary Public

My commission expires: 5-23-2012





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**EXHIBIT A**  
**Benefitted 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:

W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 24 and the W $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 25, Township 11  
South, Range 63 East, M.D.M., Lincoln County, Nevada.

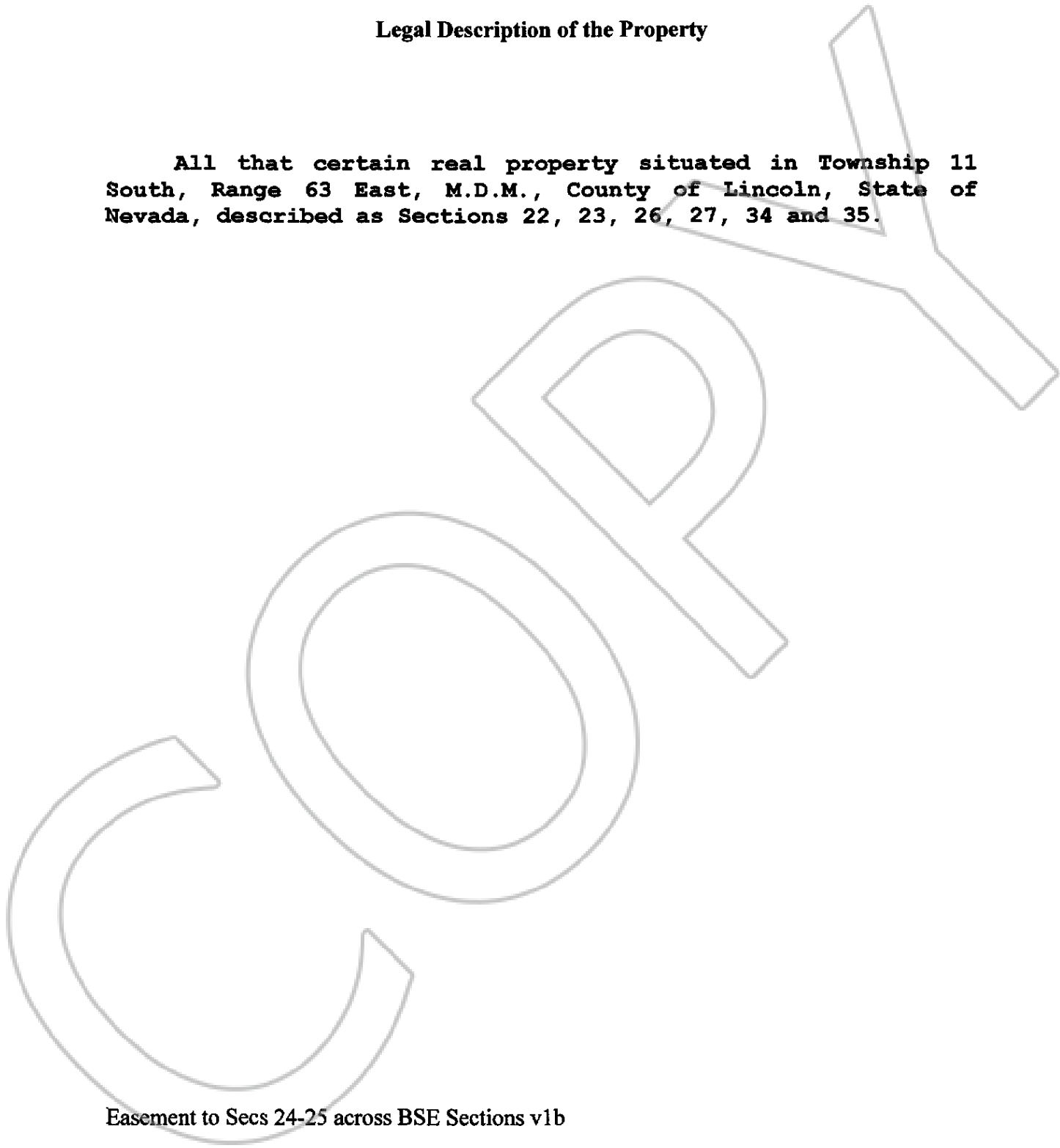
Easement to Secs 24-25 across BSE Sections v1b



**Exhibit B**

**Legal Description of the 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 Sections 22, 23, 26, 27, 34 and 35.



Easement to Secs 24-25 across BSE Sections v1b