

DOC# 0213700

08/14/2009

11:14AM

Official RecordRecording Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$42.00

Page: 001 of 004

RPTT: \$0.00

Recorded By FS

Book- 0491 Page- 0061



0213700

A.P.N. #	004-370-29
Escrow No.	1017898-21
Recording Requested By:	
Stewart Title	
Mail Tax Statements To:	
When Recorded Mail To:	
RLF Nevada Properties LLC 503 South Cascade Ave, Ste E Colorado Springs CO 80903	

(for recorders use only)

This document was recorded by
Stewart Title of Northeastern Nevada as
an accommodation only. It has not been
examined as to its execution or as to its
effect upon the title.

Easement

(Title of Document)

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Bridget Creerall
Signature

Escrow Support
Title

Bridget Creerall
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2
and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

EASEMENT

This Easement is made effective as of August 11th, 2009, by **RLF Nevada Properties, LLC**, a Colorado limited liability company ("Grantor"), and **RLF Nevada Properties, LLC**, a Colorado limited liability company ("Grantee").

1. Property Descriptions. Grantor is the owner of the tract of real property described as follows:

- A. Lot 2 of Section 33, Township 32 South, Range 51 East, Mount Diablo Meridian ("Burdened Property").

Grantee is the owner of the tract of real property described as follows:

- B. Lot 3 of Section 33, Township 32 South, Range 51 East, Mount Diablo Meridian ("Benefited Property")

2. Easements: Purpose. Grantor hereby establishes a non-exclusive easement for ingress and egress, for all purposes, and for public utilities in and across a strip of land 40 feet in width, the centerline of which is the centerline of the proposed road the location of which is approximately shown on the map attached as Attachment "A" and curves around the south side of the small hill in the NW/4 of the SW/4 of Section 33. The said easement shall not extend further than 350 feet south of the southern boundary of Grantee's property described above, and shall not extend further than 1,400 feet from the western boundary of Section 33 Township 32 North, Range 51 East, M.D.B.&M.

3. "As-Is Condition"; No Warranty. The Easement is subject to any restrictions, reservations, leases, easements, rights-of-way or any other matters now affecting the Easement Areas and the Burdened Property.

5. Miscellaneous.

(a) The term of this Easement shall be perpetual. This Easement shall inure to the benefit of and be binding upon the owner of the Benefited Property and the owner of the Burdened Property, and shall run with the Benefited Property and the Burdened Property.

(b) Grantor is the owner of both Benefited Property and the Burdened Property, and intends to create the Easement set forth herein; there shall be no merger of the Easement by reason of the fact that Grantor owns both the Benefited Property and the Burdened Property.

(c) Failure of any party to exercise any of the rights hereunder shall not constitute a waiver thereof.

(d) This Easement is subject to and is governed by the laws of the State of Nevada. If any action is brought arising from or relating to this Easement, the prevailing party shall be



0213700

Book: 491 08/14/2009
Page: 62 Page: 2 of 4

entitled to recover reasonable attorneys' fees and its actual costs, including expert witness costs, from the non-prevailing party.

(e) Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and mailed by registered or certified mail (return receipt requested and with postage prepaid), delivered by hand delivery or sent by overnight delivery service, addressed to the other party at such party's address shown in the public records of Eureka County. Either party may change their address by notice to the other party as set forth herein.

Grantor & Grantee:

RLF Nevada Properties, LLC,
a Colorado limited liability company

By: [Signature]
Authorized Representative

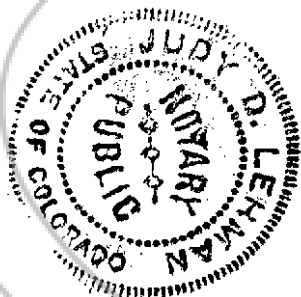
STATE OF COLORADO) SS
COUNTY OF EL PASO)

On 11 August 2009 before me, JUDY D. LEHMAN, a
notary public, personally appeared AARON M. PAISCH, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

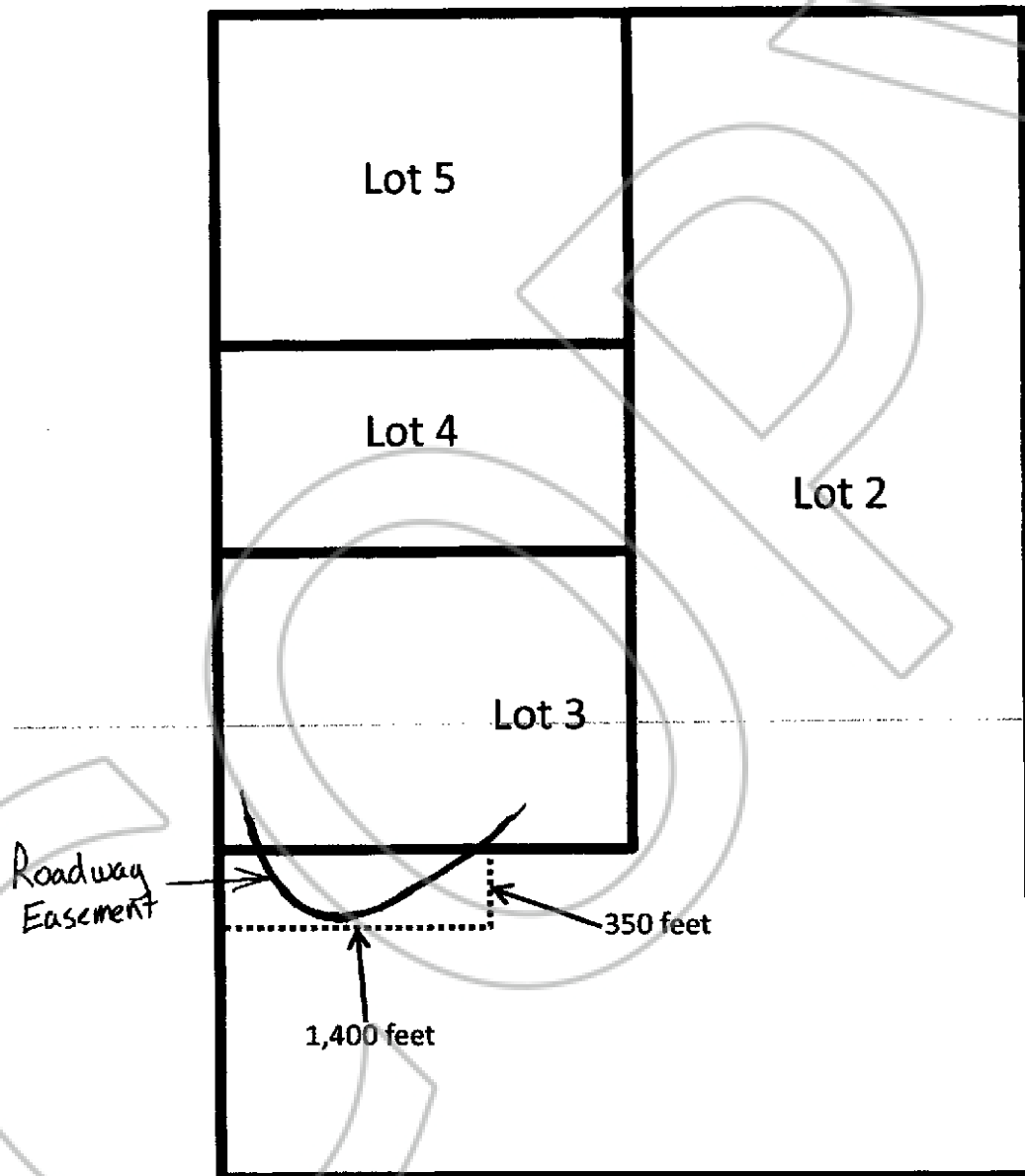
Signature Judy D. Lehman
11-15-2012



0213700

Book: 491 08/14/2009
Page: 63 Page: 3 of 4

Attachment A
PARCEL 2 Roadway Easement



Section 33 Township 32 North, Range 51 East, M.D.B.&M.



0213700

Book: 491 08/14/2009
Page: 64 Page: 4 of 4