

No. 208528-MI

Parcel Nos:

007-350-05, 007-360-01,
007-360-25

(formerly ptn. 007-360-08)

007-360-09, 007-360-11,

007-360-13, 007-360-14,

007-360-16, 007-360-19,

008-090-03

007-360-24

(formerly ptn. 007-360-08)

007-360-04, 05, 06, 07,

007-350-06

DOC# 229058

01/23/2015

03:25PM

Official Record

Requested By

FIRST CENTENNIAL - RENO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 8

Fee: \$46.00

Recorded By LH

RPTT: \$0.00

Book- 0576 Page- 0375



0229058

When recorded mail to:

Cottonwood Land & Livestock
71 Washington St.
Reno, NV 89503

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

GRANT OF ACCESS EASEMENT
(Hildebrand Canyon Access)

THIS GRANT OF ACCESS EASEMENT is made and entered into this 13 day of JANUARY, 2015, by and between BECK PROPERTIES, a California general partnership, party of the first part, and COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company, party of the second part.

W I T N E S S E T H:

RECITALS:

A. BECK PROPERTIES (hereinafter referred to as "Beck"), owns those certain parcels located in the County of Eureka, State of Nevada (collectively referred to as the "Beck Parcels") and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

B. COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC (hereinafter referred to as "Cottonwood") owns those five certain parcels located in the County of Eureka, State of Nevada (collectively referred to as the "Hildebrand Canyon Parcels") and more particularly described as follows:

PARCEL 1:
Township 20 North Range 54 East, Section 22:
NW 1/4 NW 1/4;

PARCEL 2:
SE 1/4 NW 1/4; S 1/2 NE 1/4;

PARCEL 3:
Section 23: SW 1/4 NE 1/4

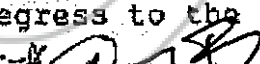
PARCEL 4:
Section 24: NW 1/4 SW 1/4

PARCEL 5:
Township 20 North Range 54 East, Section 15:
W 1/2 SW 1/4;
Section 16: E 1/2 SE 1/4

C. Cottonwood desires and easement over and across a portion of the Beck Parcels for ingress and egress to the Hildebrand Canyon Parcels, and Beck has agreed to grant such easement to Cottonwood pursuant to the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, BECK PROPERTIES, a California general partnership, and COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company, hereby agree as follows:

1. Grant of Access Easement. BECK PROPERTIES, a California general partnership, as owner of the Beck Parcels does hereby grant to COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company, ~~and its successors and assigns,~~ a non-exclusive private easement over and across roadways currently existing on the Beck Parcels, which provide ingress and egress to the Hildebrand Canyon Parcels ("Roadways").



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B. COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC (hereinafter referred to as "Cottonwood") owns those five certain parcels located in the County of Eureka, State of Nevada (collectively referred to as the "Hildebrand Canyon Parcels") and more particularly described as follows:

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SE 1/4 NW 1/4; S 1/2 NE 1/4;

PARCEL 3:

Section 23: SW 1/4 NE 1/4

PARCEL 4:

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Township 20 North Range 54 East, Section 15:
W 1/2 SW 1/4;
Section 16: E 1/2 SE 1/4

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2. Purpose of Easement. This easement is granted for the purpose of ingress and egress, and maintenance and repair of the Roadways.

3. Maintenance of Roadways. The owners of the Hildebrand Canyon Parcels shall be entitled to, but not required, in their sole discretion, make such repairs and maintenance as they deem reasonable or necessary to the Roadways, at their sole cost and expense.

4. Attorney Fees. In the event of any action or proceeding brought in connection with a dispute between the parties herein with respect to the subject matter in this agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs incurred in connection therewith, including reasonable attorneys' fees incurred.

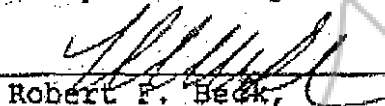
5. Indemnity and Hold Harmless Agreement. The owners of the Hildebrand Canyon Parcels, and their successors and assigns hereby indemnify and hold the owners of the Beck Parcels and their successors and assigns, harmless from any and all loss, damage or liability sustained by Cottonwood, or their successors, assigns, contractors, agents and invitees, related to the repair, maintenance or use of the easement granted herein.

The provisions hereof shall be appurtenant to and run with the title to the properties described above and bind all grantors and grantees, their heirs, successors and assigns of said property.

In witness whereof, the parties have caused this instrument to be executed the date and year first written above.

BECK PROPERTIES, a California
general partnership

By


Robert F. Beck,
General Partner

COTTONWOOD LAND AND
LIVESTOCK COMPANY, LLC,
a Nevada limited liability
company

By


Thomas L. Belaustegui,
Managing Member



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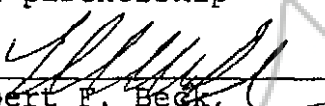
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In witness whereof, the parties have caused this instrument to be executed the date and year first written above.

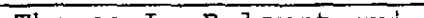
BECK PROPERTIES, a California
general partnership

By


Robert F. Beck,
General Partner

COTTONWOOD LAND AND
LIVESTOCK COMPANY, LLC,
a Nevada limited liability
company

By


Thomas L. Belaustegui,
Managing Member



STATE OF
COUNTY OF

)
) SS.
)

This instrument was acknowledged before me on
 , 2015, by ROBERT F. BECK as General Partner
of BECK PROPERTIES.

NOTARY PUBLIC

See attached

STATE OF Nevada
COUNTY OF Washoe

)
) SS.
)

This instrument was acknowledged before me on
January 23, 2015, by THOMAS L. BELAUSTEGUI, as Managing
Member of COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC.

Ronda Plamondon
NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

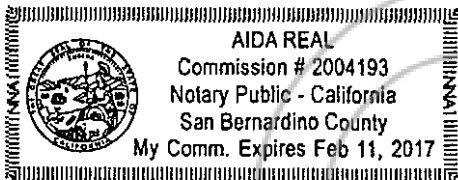
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Bernardino)
 On Jan. 22, 2015 before me, Aida Real, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Robert F. Beck
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

PARCEL 1:

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 2: SW1/4SW1/4;
Section 3: S1/2SE1/4; SE1/4SW1/4;

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 17: S1/2SE1/4; SE1/4SW1/4;
Section 20: NW1/4NE1/4; NE1/4NW1/4;
Section 25: NW1/4NE1/4; N1/2NW1/4;
Section 27: SW1/4NE1/4; SE1/4NW1/4;
Section 28: S1/2NW1/4; NW1/4SE1/4; SE1/4SE1/4; NE1/4SW1/4 SW1/4SW1/4;
Section 29: SE1/4SE1/4;
Section 34: SW1/4NE1/4; NW1/4NW1/4; SE1/4NW1/4;

EXCEPTING THEREFROM an undivided fifty percent (50%) interest in and to all gas, oil and mineral rights lying in and under said land, as reserved by MARIA TERESA LABARRY, et al, in Deed recorded January 5, 1973, in Book 44, Page 222, Official Records. Eureka County. Nevada.

PARCEL 2:

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 29: SE1/4NE1/4;



229058

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