

A. P. Nos:  
007-360-02 & 10  
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)

No. 208528-MI

When recorded mail to:  
Beck Properties  
HC 60 Box 44501  
Round Mountain, NV 89045

**DOC# 229060**

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- 0393



0229060

**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 RECIPROCAL INGRESS AND EGRESS EASEMENT**

THIS GRANT OF RECIPROCAL INGRESS AND EGRESS EASEMENT, is made and entered into this 23 day of JANUARY, 2015, by and between BECK PROPERTIES, a California general partnership ("BECK"), party of the first part, and COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company ("COTTONWOOD"), party of the second part, as follows:

W I T N E S S E T H:

WHEREAS:

A. COTTONWOOD owns those two certain parcels of real property situate in the County of Eureka, State of Nevada (collectively referred to as the "Cottonwood Parcels"), more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

B. BECK owns those certain parcels of real property situate in the County of Eureka, State of Nevada (collectively referred to as the "Beck Parcels"), more particularly described as follows:

SEE EXHIBIT "B" ATTACHED HERETO.

C. The parties hereto desire to grant an easement for ingress and egress over and across a portion of the Cottonwood Parcels and Beck Parcels all as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definition of Roadways. The roadways currently existing on the Beck Parcels and the Cottonwood Parcels are hereinafter collectively referred to as "Roadways".
2. Grant of Cottonwood Easement. COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company, does hereby grant to BECK PROPERTIES, a California general partnership, and to its successors and assigns, a private non-exclusive easement for ingress and egress over and across any Roadways currently existing on the Cottonwood Parcels.
3. Grant of Beck Properties Easement. BECK PROPERTIES, a California general partnership, does hereby grant to COTTONWOOD LAND AND LIVESTOCK COMPANY, a Nevada limited liability company, and to its successors and assigns, a private non-exclusive easement for ingress and egress over and across any Roadways currently existing on the Beck Parcels.



4. Purpose of Easements. The easements granted herein are for ingress and egress to the Cottonwood Parcels and the Beck Parcels and for maintenance and repair of the Roadways.

5. Maintenance of the Roadways. The owners of either the Cottonwood Parcels or the Beck Parcels shall be entitled, but not required in their sole discretion, to maintain any portion of the Roadways as they deem desirable or necessary in a good and passable condition in all seasons under reasonable traffic and weather conditions at their cost or expense.

6. Damage to the Roadways. Notwithstanding anything herein to the contrary, the undersigned agree that if they, their successors or assigns cause or allow the Roadways to be used in any manner which results in unusual wear or damage to the surface of the Roadways, such damaging party solely shall bear the cost and expense of restoring said surface to its former condition.

7. 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.

8. Indemnity and Hold Harmless Agreement. The owners of the Cottonwood Parcels and the Beck Parcels, and their successors and assigns hereby indemnify and hold each other and their successors and assigns, harmless from any and all loss, damage or liability sustained by the undersigned, their successors, assigns, contractors, agents and invitees, related to the repair, maintenance or use of the easements 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 successors and assigns of the Cottonwood Parcels and the Beck Parcels.

/ / /

/ / /



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date and year first written above.

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

BECK PROPERTIES, a California general partnership

By *Thomas L. Belaustegui*  
Thomas L. Belaustegui  
Managing Member

By *Robert F. Beck*  
Robert F. Beck,  
General Partner

STATE OF Nevada )  
COUNTY OF Washoe ) ss.

This instrument was acknowledged before me on 11/23, 2015, by THOMAS L. BELAUSTEGUI, as Managing Member of COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC.

*Ronda Plamondon*  
Notary Public



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

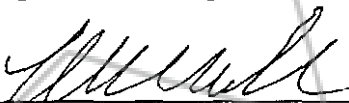
*See attached*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date and year first written above.

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

BECK PROPERTIES, a California general partnership

By \_\_\_\_\_  
Thomas L. Belaustegui,  
Managing Member

By   
Robert F. Beck,  
General Partner

STATE OF )  
                  ) ss.  
COUNTY OF )

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

\_\_\_\_\_  
Notary Public

STATE OF )  
                  ) ss.  
COUNTY OF )

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

\_\_\_\_\_  
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 )

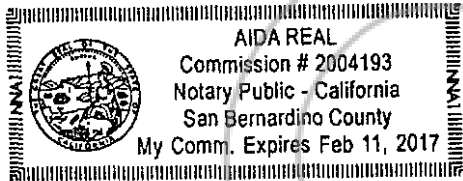
On Jan. 22, 2015 before me, Aida Real, Notary public  
Date AR Here Insert Name and Title of the Officer

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 [Handwritten 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 attached to Grant of Reciprocal Ingress & Egress Easement

EXHIBIT "A"

T20N, R54E: Section 21: S  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; N  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; N  $\frac{1}{2}$  SE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  SE  $\frac{1}{4}$   
Section 27: NW  $\frac{1}{4}$  NW  $\frac{1}{4}$   
Section 28: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$   
APN: 007-360-02

T20N, R54E: Section 25: N  $\frac{1}{2}$  SW  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  SW  $\frac{1}{4}$   
Section 26: S  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; N  $\frac{1}{2}$  SE  $\frac{1}{4}$ ; N  $\frac{1}{2}$  SW  $\frac{1}{4}$   
Section 27: NE  $\frac{1}{4}$  SE  $\frac{1}{4}$   
APN: 007-360-10



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EXHIBIT "B"  
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;



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