

Lincoln Co. APN 305-021-05 & 07

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Official Record

Recording requested By
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: LB

Book- 277

Page- 0585

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:
Rocky Mountain Elk Foundation
Attn: Lands and Conservation Programs
P.O. Box 8249
Missoula, MT 59807-8249



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

2407612

ACCESS EASEMENT
(Cave Valley Ranch to Rocky Mountain Elk Foundation)

The Access Easement in this deed is granted by Cave Valley Ranch, LLC, a Nevada limited liability company whose address is P.O. Box 151695, Ely, Nevada 89315 (the "Grantor"), to the Rocky Mountain Elk Foundation, Inc., a Montana non-profit corporation whose address is 5705 Grant Creek Road, P.O. 8249, Missoula, Montana 59807-8249 ("RMEF").

WHEREAS, the Grantor is the owner of the Cave Valley Ranch, which includes certain real property located in Lincoln County, Nevada, more particularly described as the W1/2 of Section 16, Township 9 North, Range 64 East, M.D.B. & M (which property is referred to in this agreement as the "Property"); and

WHEREAS, the Property and certain other lands owned by Grantor are encumbered by a Grant of Conservation Easement with the Southern Nevada Water Authority (SNWA), recorded December 10, 2009, at Document No. 0134971 in the Official Records of Lincoln County, Nevada (the "Conservation Easement"), and Grantor wishes to ensure that the Conservation Easement Grantee has access to monitor and enforce the Conservation Easement in perpetuity; and

WHEREAS, among other lands, the Conservation Easement encumbers a parcel described as the S1/2 of the NE1/4 and the SE1/4 of Section 16, and the SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of Section 15, Township 9 North, Range 64 East, M.D.B. & M (which property is referred to in this agreement as the "Cottonwood Parcel"); and

WHEREAS, SNWA is transferring and assigning the Conservation Easement to RMEF on or before the date of conveyance of this Access Easement; and



WHEREAS, RMEF wishes to obtain a non-exclusive easement over and across the Property to allow RMEF access to the Cottonwood Parcel to monitor and enforce the terms of the Conservation Easement, and the Grantor is willing to grant such an access easement to RMEF;

NOW, THEREFORE, for good and valid consideration, the adequacy of which is hereby acknowledged, the Grantor hereby grants, gifts, assigns, transfers, and conveys to the RMEF, and to the successors, and assigns of RMEF, forever, a perpetual nonexclusive easement (the "Access Easement") over and across the Grantor's Property, in the location, for the purposes, and on the terms and conditions set forth below.

Section 1. Grant of Easement. For value received, the Grantor hereby grants to RMEF, forever, a perpetual non-exclusive access easement (the "Access Easement") over and across the Property, in the locations, for the purposes, and on the terms and conditions set forth in this agreement.

Section 2. Purpose and Use of Easement. The Access Easement shall be a non-exclusive access easement for the purpose of allowing RMEF and its duly authorized agents access, including vehicular access, to the Cottonwood Parcel, in order to monitor and enforce the terms of, and exercise its rights and responsibilities under the terms and conditions of said Conservation Easement that encumbers the Cottonwood Parcel and other lands. This Access Easement does not provide public access across the Property for any purpose.

Section 3. Description and Location of Easement. The Access Easement granted in this Access Easement Agreement is on existing roads on the Property. To reach the beginning of the Easement, begin where the Cave Valley Ranch Road (the "County Road") enters the Property on the western boundary of the W1/2 of Section 16, Township 9 North, Range 64 East, M.D.B. & M, then follow the County Road east and south through the Property until it reaches a fork; the Easement commences where the northern fork connects to the County Road and traverses easterly along said northern fork to the Cottonwood Parcel on the eastern boundary of the W1/2 of Section 16, Township 9 North, Range 64 East, M.D.B. & M. The Easement granted in this agreement is further shown on the map attached hereto, and incorporated herein, as **Exhibit A**.

Section 4. Maintenance. The Grantor shall be responsible for repair and maintenance of the Access Easement at the sole cost and expense of the Grantor; provided, however, RMEF acknowledges that the Access Easement is over rough terrain and is unimproved in the nature of a "jeep trail" and is often impassable due to weather. RMEF shall not be liable for any of the expense of maintaining the road except for damage caused by RMEF, ordinary wear and tear excepted.

Section 5. Use of Easement by the Grantor. The Grantor reserves the right to use the area subject to the Access Easement for any purposes which do not prevent RMEF's use of the Access Easement pursuant to this agreement.

Section 6. Relocation of the Access Roads. Grantor may, from time to time, relocate the



roadway located in this Access Easement, provided that the relocation does not materially impair RMEF's ability to access the Cottonwood Parcel, To exercise its right of relocation, Grantor shall (a) first consult with and obtain the consent of RMEF, which consent shall not be unreasonably withheld; then (b) physically construct the new access road; and then (c) provide to RMEF a revised **Exhibit A** that depict the new location of the access road along with a written amendment to this Access Easement already executed by Grantor. RMEF shall then record the amendment.

Section 7. Property Damage. RMEF is liable for and agrees to repair damage to the Property caused by Grantees' use of the Property or other exercise of rights under this Access Easement, ordinary wear and tear excepted.

Section 8. Assignment. Other than as set forth in Section 9 below, this Access Easement shall not be assignable to any person, but shall run with the land as provided herein.

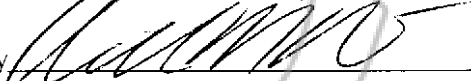
Section 9. Easement to Run with Land. The Access Easement described in this deed is a perpetual easement which is for the benefit of RMEF, the successors of RMEF, and any rightful holder of the Conservation Easement on the Cottonwood Parcel, which will run with and burden the Property, whether or not it is set forth in conveyances of such Property, and which will be binding on the Grantor and the heirs, executors, representatives, successors, and assigns of the Grantor.

Section 10. Governing Law. The terms and conditions of this Access Easement shall be governed and construed under the laws of the State of Nevada.

Section 11. Attorneys' Fees. In the event that any Party commences an action against any other Party in order to enforce the provisions hereof, the prevailing Party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Grantor and RMEF have executed this Access Easement Agreement on the dates set forth below.

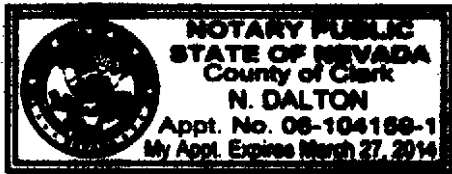
CAVE VALLEY RANCH, LLC

By , dated this 22 day of Jan, 2013.
William P. McBeath, Manager



STATE OF NEVADA)
)
County of Clark)

This instrument was acknowledged before me on 1/22, ~~2012~~ 2013, by William P. McBeath, as Manager of Cave Valley Ranch, LLC, a Nevada limited liability company, on behalf of whom this instrument was executed.



N. Dalton
(Signature of Notarial Officer) 3-27-2014
My Commission expires: _____

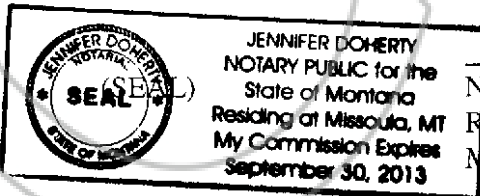
ROCKY MOUNTAIN ELK FOUNDATION, INC.

By [Signature], dated this 21 day of FEB, 2012.
Rodney J. Triepke, COO

STATE OF MONTANA)
 : ss.
County of Missoula)

This instrument was acknowledged before me on February 21st, 2012, by Rodney J. Triepke, who is known to me to be the COO of the Rocky Mountain Elk Foundation, Inc. for which the instrument was executed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.



Jennifer Doherty (signature)
Jennifer Doherty (printed name)
Notary Public for the State of Montana
Residing at Missoula, MT
My commission expires Sept. 30, 2013



Exhibit A
Cave Valley Ranch Access Easement
Lincoln County, Nevada

