



DMM/4956/14238  
 PARKS 63  
 Lincoln County APN:  
 008-111-05

When recorded mail to:  
 Division of State Lands  
 901 S. Stewart Street, Suite 5003  
 Carson City, NV. 89701-5246; and

**DOC # 0148663**

12/14/2015 02:27 PM

**Official Record**

Recording requested By  
 DIVISION OF STATE LANDS

Lincoln County - NV

Leslie Boucher - Recorder

Fee: Page 1 of 8  
 RPTT: Recorded By: LB  
 Book- 300 Page- 0132



**ACCESS EASEMENT**  
**ELGIN SCHOOLHOUSE**  
**ELGIN, NEVADA**

This Easement is made and entered into this 10<sup>th</sup> day of December, 2015 by and between the BRADSHAW INC., hereinafter referred to as GRANTOR, and STATE OF NEVADA, DIVISION OF STATE LANDS, on behalf of the NEVADA STATE PARKS, hereinafter referred to as GRANTEE:

**WHEREAS**, GRANTOR is the owner of Lincoln County Assessor's Parcel Number: 008-111-05; and

**WHEREAS**, GRANTOR and GRANTEE entered into a License Agreement on May 2, 2006 for designated parking upon the above referenced parcel for visitors of the Elgin Schoolhouse; and

**WHEREAS**, the GRANTEE intends to relocate visitor parking within the fenced boundary of the Elgin Schoolhouse. Visitors will need to travel through the GRANTOR'S property to access the parking lot. As such, the GRANTEE desires to obtain an Easement



from the GRANTOR for ingress and egress purposes for continued visitor access of the Elgin Schoolhouse.

**NOW, THEREFORE,** for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE an Access Easement for the purposes stated above, hereinafter referred to as "the Project," upon, over, across and/or through the following described property, together with the right to enter upon to inspect, improve, maintain, and repair said access, in whole or in part, at will, upon, over, across and/or through a portion of the following described property:

**A portion of land being in the Northeast Quarter of the Southwest Quarter of Section 7, Township 7 South, Range 67 East, M.D.M., more particularly described as follows:**

**Beginning at the southern corner of Parcel Two as shown upon a Parcel Map for Bradshaw Incorporated recorded on October 20, 2000 in Plat Book B, Page 346 as File Number 185428, further being described as being N 49°31'39" E a distance of 2479.62 feet from the common section corner of Sections 7 and 18, Township 7 South, Range 67 East and Sections 12 and 13, Township 17 South, Range 66 East, M.D.M. Thence, along the southwesterly line of said Parcel Two, N 41°46'46" W a distance of 61.36' to the easternmost fence corner of Parcel One on that same map; Thence southwesterly along that fence line a calculated bearing of S 41°33'21" W a distance of 60 feet to a point; Thence S 41°46'46" E, a distance of 57.72; Thence N 47°29'18" E, being an extension of the Southeastern property boundary of said Parcel Two, a distance of 59.86 feet to the Point of Beginning.**

**Excluding from above any portion of the Pennsylvania Canyon Road right of way which may overlap this portion of land.**

**This easement contains 3,564.00 square feet, more or less.**

**Lincoln County Assessor's Parcel Number: 008-111-05**



**IN FURTHER CONSIDERATION** for the granting of this Access Easement, GRANTEE, understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall not interfere with the operations of or access for the GRANTOR to the property.

2. **AREA OF EASEMENT:** GRANTEE understands and agrees that this Access Easement for the Project extends only to the area described above. If GRANTEE needs to utilize other portions of the property not granted to it through this Access Easement, a permit, license, easement or other authorization to do so is required.

3. **PERMITS:** This Access Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

4. **LIMITED LIABILITY:** GRANTEE will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

5. **MAINTENANCE:** GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Access Easement and understands and agrees that the Project must be maintained in good repair at all times.

6. **NOTICES:** All notices under this Access Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and



to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**GRANTOR'S ADDRESS:**

Bradshaw Inc.,  
Attn: Don Bradshaw  
PO Box 422  
Caliente, Nevada 89008

**GRANTEE'S ADDRESS:**

State of Nevada  
Division of State Lands  
901 S. Stewart St. Ste 5003  
Carson City, Nevada 89701

**7. TERM AND DISCONTINUATION:** This Access Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of THREE (3) years this Access Easement shall thereupon terminate and all right and interest in state land therein shall revert to GRANTOR, its successors and assigns.

**8. COMPLIANCE TO CONDITIONS:** GRANTOR shall notify GRANTEE in writing of any default in the performance of GRANTEES's obligations hereunder, which default notice shall set forth in reasonable detail the facts pertaining to the default ("Default Notice"). GRANTEE covenants that upon receipt of any such Default Notice, it shall exercise reasonable efforts to cure any applicable default within ninety (90) days.

GRANTOR and GRANTEE, their successors and assigns, understands and agrees that at the termination of this Access Easement the project will be either removed or abandoned in place by GRANTEE, at GRANTEE's option. Any expenses for removal or abandonment of the Project will be borne by GRANTEE, its successors and assigns, and at no expense or cost to GRANTOR.



9. **SURVIVAL:** This Access Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto.

10. **ENTIRE AGREEMENT:** This Access Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Access Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Access Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

11. **AMENDMENT OR MODIFICATION:** This Access Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

12. **SEVERABILITY:** If any term or provision of this Access Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Access Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Access Easement shall be valid and shall be enforced to the fullest extent permitted by law.

13. **GOVERNING LAW:** This Access Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.



**14. RECORDING:** This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement as of the day and year first above written.

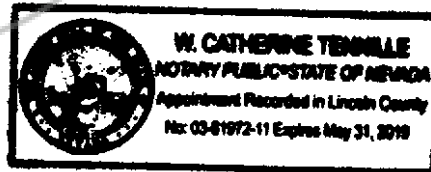
**GRANTOR:**  
**BRADSHAW, INC.**  
Property Owner

By: Jack L. Bradshaw  
Name: Jack L. Bradshaw  
Title: owner

STATE OF NEVADA     )  
  :SS  
COUNTY OF Lincoln     )

On October 27, 2015 personally appeared before me, a notary public, Jack L. Bradshaw, who acknowledged that he/she executed the above document.

W. Catherine Jennille  
NOTARY PUBLIC





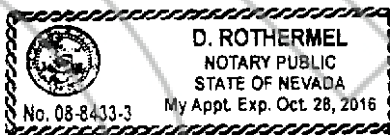
**GRANTEE:**  
**STATE OF NEVADA**  
**Division of State Lands**

By: Charles Donohue  
CHARLES DONOHUE  
Administrator and Ex-Officio  
State Land Registrar

STATE OF NEVADA )  
  ) :SS.  
CARSON CITY )

On, December 10, 2015, personally appeared before me, a notary public, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, who acknowledged that he executed the above instrument.

D. Rothermel  
NOTARY PUBLIC



**APPROVED as to Form:**  
**ADAM PAUL LAXALT**  
Attorney General

By: Lori M. Story  
LORI M. STORY  
Senior Deputy Attorney General

Date: 12/12/2015

**APPROVED:**  
**STATE OF NEVADA**  
**STATE PARKS**

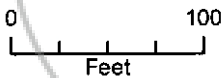
By: Eric Johnson  
ERIC JOHNSON  
Administrator

Date: 11/13/15





**NORTH**



**EXHIBIT B**

**ELGIN SCHOOLHOUSE STATE HISTORIC SITE  
LINCOLN COUNTY, NV**

**ELGIN SCHOOLHOUSE STATE HISTORIC SITE**

 **ACCESS EASEMENT**

*This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.*

Department of  
Conservation &  
Natural Resources



**PARKS-63**

REVISED: 9/30/2014