

APNs: 011-210-42
011-210-43

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Frias Girl Scout Camp II LLC
2941 Harris Avenue
Las Vegas, Nevada 89101
NCS-944824-HHLV

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”), is made and entered into as of June 11, 2020, by and between VANCE AND VICKIE HIGBEE, husband and wife as joint tenants with right of survivorship, having an address at P.O. Box 659, Alamo, Nevada (collectively, “**Grantor**”) and FRIAS GIRL SCOUTS CAMP II, LLC, a Nevada limited liability company (“**Grantee**” and together with Grantor, the “**Parties**” and each, a “**Party**”).

RECITALS

A. Grantee is the owner of that certain parcel designated as Assessor’s Parcel Number 011-210-42 located in Lincoln County, Nevada, as more particularly described on Exhibit A attached hereto (the “**Grantee Parcel**”).

B. Grantor is the owner of that certain parcel designated as Assessor’s Parcel Number 011-210-43 located in Lincoln County, Nevada, as more particularly described on Exhibit B attached hereto (the “**Grantor Parcel**”).

C. In connection with Grantee’s transfer of the Grantor Parcel to Grantor, Grantor desires, and Grantee is willing to grant, certain easements for a right of entry, access, and utility construction and maintenance purposes, as further set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Recitals set forth above which are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the Parties hereto, each being legally advised in the premises and intending to be legally bound hereby, as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee, and its successors, assigns, invitees and licensees (collectively, the “**Benefited Parties**”): (a) a twenty foot (20’) wide non-exclusive, perpetual right of entry and easement in, on, over, under, across and through the Grantor Parcel within the “**Easement Area**” as more particularly described in Exhibit C attached hereto and incorporated herein by reference, for the purpose of vehicular and pedestrian ingress and egress by the Benefited Parties, including but not limited to commercial uses, between the Grantee Parcel and U.S. Highway 93 and Old Sharp Lane; and (b) a non-exclusive, perpetual right of entry and easement in, on, over, under, across and through the Easement Area for the purpose of vehicular and pedestrian ingress and egress as reasonably necessary for Grantee to access, install, operate, maintain, repair, replace and relocate water facilities, electrical, gas, sewage, drainage, telephone, cable, security and other utilities and similar facilities servicing the Grantee

Parcel. The easements and other rights granted by this Section 1 are collectively referred to herein as the “**Access Easement.**”

2. Grant of Utility Easement. Grantor hereby grants to Benefitted Parties an easement upon, across, over, in, and under Easement Area for ingress and egress and for the installation, replacement, repair, and maintenance of utilities which may be required to provide utility connections to the Grantee Parcel (collectively the “**Utility Activities**”), including but not limited to water, sewer, gas, telephone, irrigation, electricity, and a cable communication system (collectively, the “**Utility Easement**”). By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical, telephone, data transmission, and other communication services to erect and maintain the necessary equipment on or beneath the Easement Area and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Easement Area. Any utility company using this easement shall use its best efforts to undertake work associated with the Utility Activities without unduly disturbing the uses of the Grantor Parcel, and shall prosecute its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work.

3. No Barriers. No permanent walls, fences or barriers of any kind shall be constructed or maintained which shall prevent or impair the use or exercise of the Access Easement Area or otherwise impair Benefitted Parties rights associated with the Utility Easement granted herein without the prior written consent of Grantee. Grantee shall have the right to create one or more additional roads, roadways, driveways, lanes, paths and trails to the extent reasonably necessary for the purposes set forth in this Agreement. Each Party shall at all times while this Agreement is in effect, at its sole cost and expense, comply promptly with all presently existing or hereafter enacted laws, orders, ordinances, rules, regulations and requirements of, and to keep in full force and effect all permits and licenses required pursuant to, all federal, state, municipal and local governments and their departments, agencies, commissions, boards and officers or any other body exercising similar jurisdiction and any other governmental agency having jurisdiction over the Grantor’s Property to the extent related to Grantee’s use of the Grantor’s Property. Notwithstanding anything to the contrary contained herein, Grantee shall not be required to perform any alterations or improvements to the portions of the Grantor’s Property used by it pursuant to this Agreement, other than repairs required as a result of its gross negligence or willful misconduct.

4. Miscellaneous. In any legal, equitable or arbitration proceeding for the enforcement of or to restrain the violation of this Agreement or any provision hereof, including, but not limited to, any appeal proceedings, the prevailing Party or Parties shall also be entitled to an award of reasonable attorneys’ fees and costs, in such amount as may be fixed by the court or the arbitrators therein. If the owner of all or any portion of the Grantor Parcel or Grantee Parcel consists of more than one person, the liability of each such person shall be joint and several. This Agreement shall be governed and construed in accordance with the internal laws of the State of Nevada. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may not be terminated, modified or amended, except by a writing executed and delivered by all of the Parties hereto and recorded in the Office of the Recorder of Lincoln County, Nevada. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set, executed, or caused their duly authorized representatives to execute this Agreement as of the day and year first written above.

GRANTOR:

VANCE HIGBEE

Vance Higbee

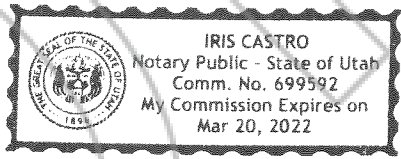
VICKIE HIGBEE

Vickie Higbee

STATE OF UT)
) ss.
COUNTY OF IRON)

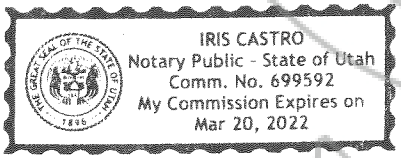
This instrument was acknowledged before me on the 6th day of June, 2020, by Vance Higbee.

[Signature]
Notary Public
My Commission Expires on: 03/20/2022



STATE OF UT)
) ss.
COUNTY OF IRON)

This instrument was acknowledged before me on the 6th day of June, 2020, by Vickie Higbee.

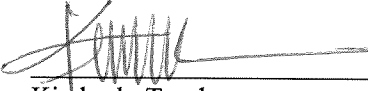


[Signature]
Notary Public
My Commission Expires on: 03/20/2022

[SIGNATURE CONTINUED ON FOLLOWING PAGE]

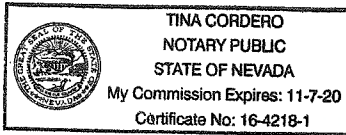
GRANTEE:


FRIAS GIRL SCOUTS CAMP II, LLC,
a Nevada limited liability company

By: 
Name: Kimberly Trueba
Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

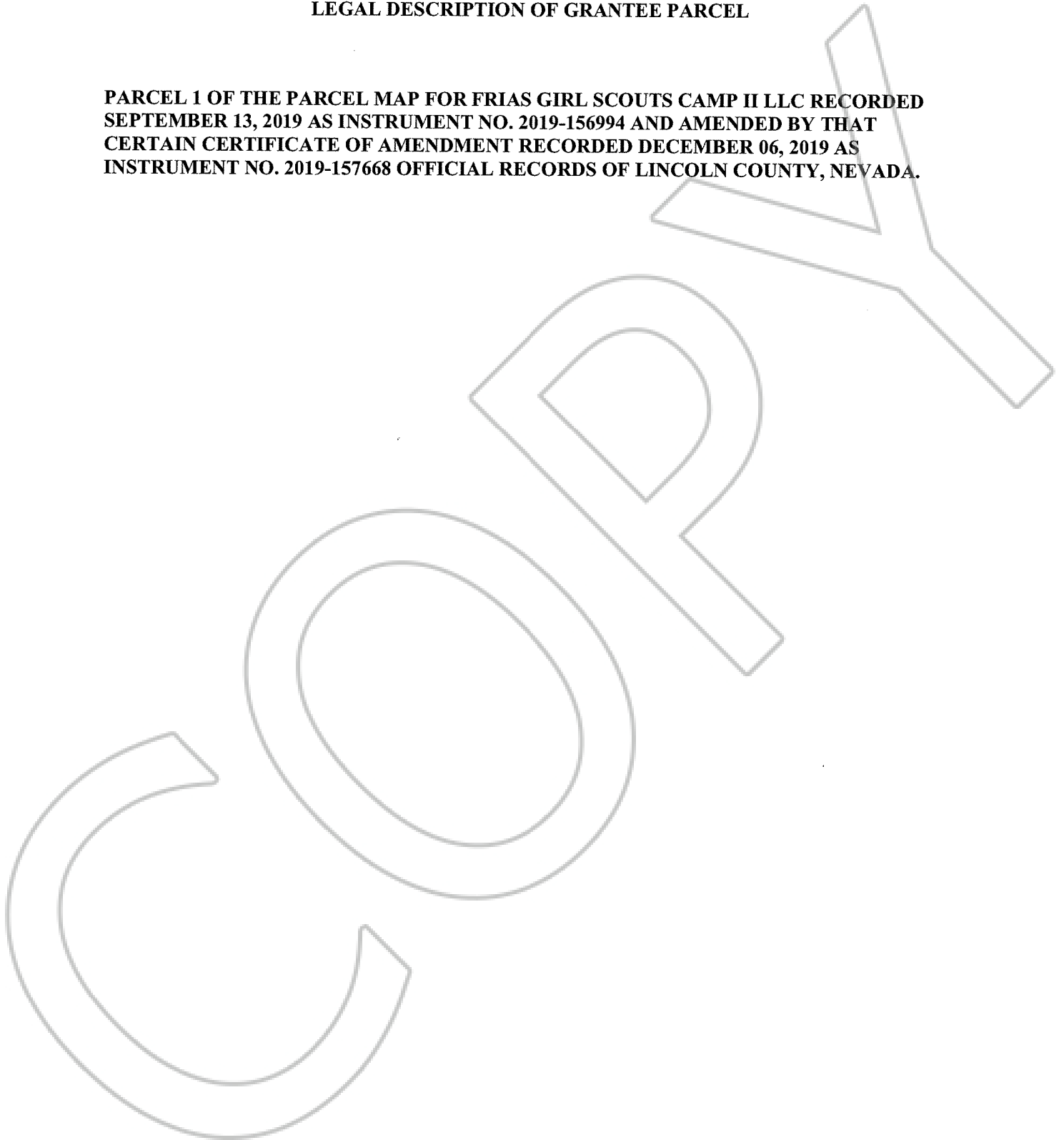
This instrument was acknowledged before me on the 11 day of June, 2020, by Kimberly Trueba, as Manager of Frias Girl Scouts Camp II, LLC, a Nevada limited liability company.




Notary Public
My Commission Expires on: 11/7/2020

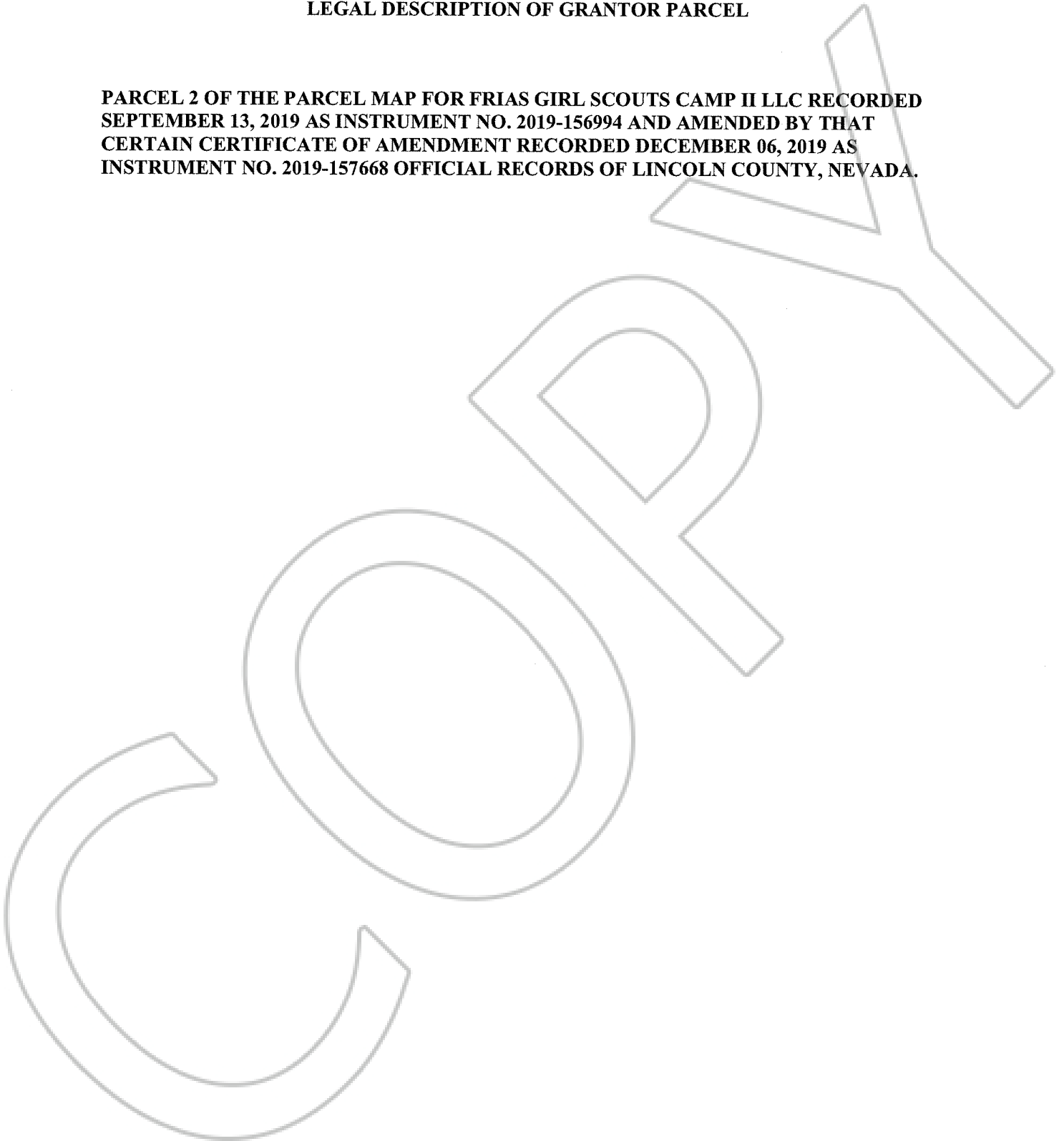
**EXHIBIT A
LEGAL DESCRIPTION OF GRANTEE PARCEL**

**PARCEL 1 OF THE PARCEL MAP FOR FRIAS GIRL SCOUTS CAMP II LLC RECORDED
SEPTEMBER 13, 2019 AS INSTRUMENT NO. 2019-156994 AND AMENDED BY THAT
CERTAIN CERTIFICATE OF AMENDMENT RECORDED DECEMBER 06, 2019 AS
INSTRUMENT NO. 2019-157668 OFFICIAL RECORDS OF LINCOLN COUNTY, NEVADA.**



**EXHIBIT B
LEGAL DESCRIPTION OF GRANTOR PARCEL**

**PARCEL 2 OF THE PARCEL MAP FOR FRIAS GIRL SCOUTS CAMP II LLC RECORDED
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**EXHIBIT C
LEGAL DESCRIPTION OF ACCESS EASEMENT AREA**

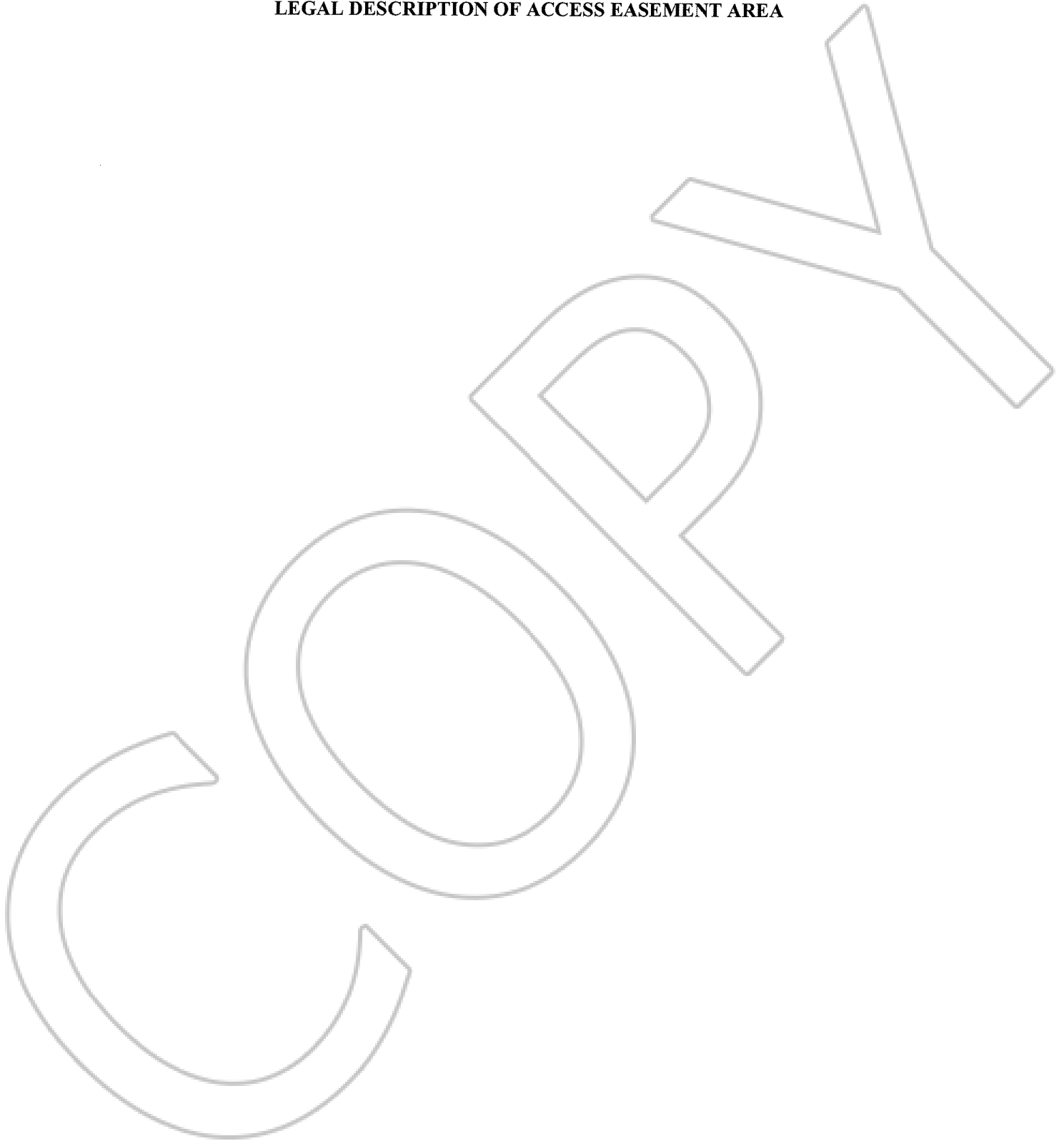


EXHIBIT C TO EASEMENT AGREEMENT
LEGAL DESCRIPTION OF EASEMENT AREA

(2 TOTAL PAGES)

JOB#: 190422
PAGE 1 OF 2
9/23/19

EXHIBIT "A"

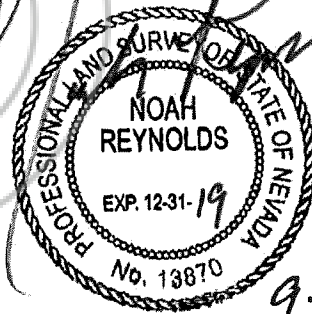
Road Easement

The north 20.00 feet of Parcel 2 as shown in Document No. 2019-156994, Official Records, Lincoln County, Nevada, lying within the Southwest Quarter (SW 1/4) of the Southeast Quarter of Section 32, Township 6 South, Range 61 East, M.D.M., Lincoln County, Nevada.

Containing 17,437 square feet, more or less

"Graphically depicted on the Exhibit "B" attached hereto and made a part of."

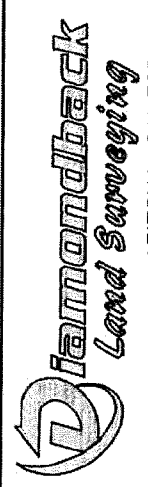
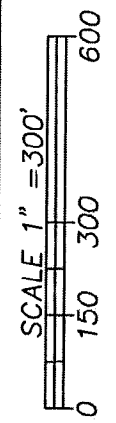
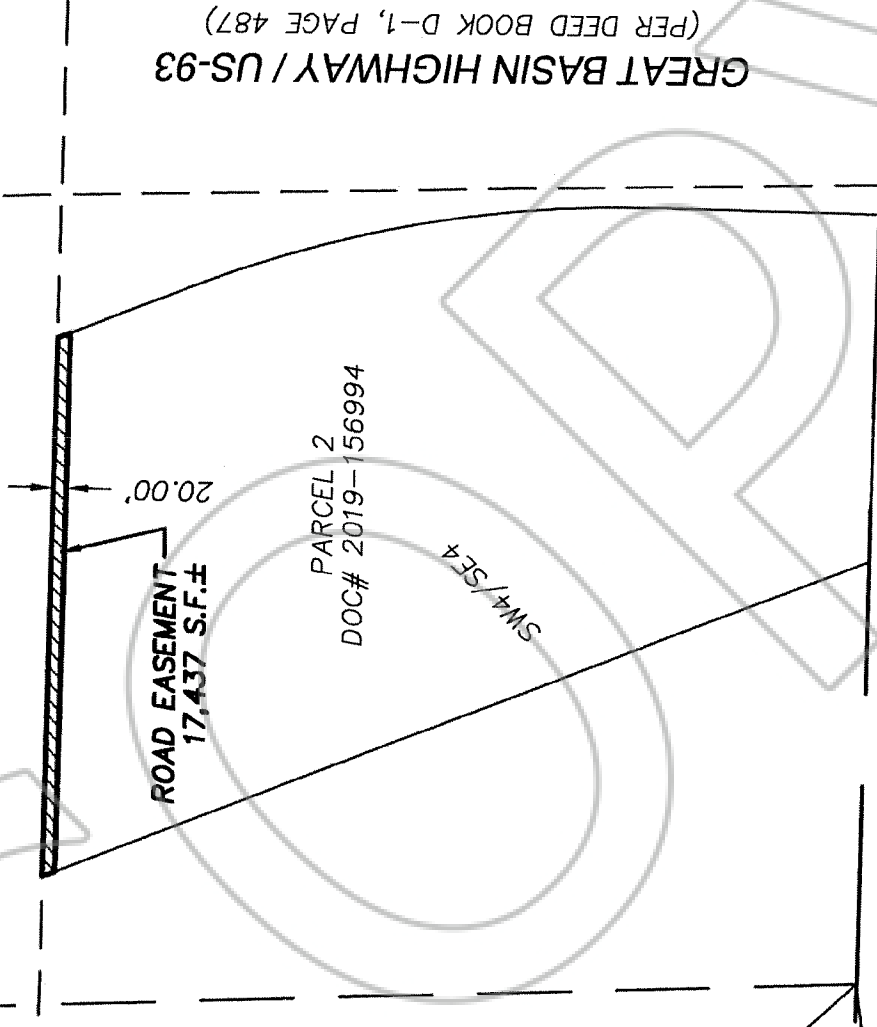
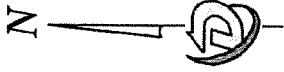
PREPARED BY:
Noah Reynolds, PLS
Nevada License No. 13870



 **Diamondback**
Land Surveying

◇ 6140 Brent Thurman Way, Suite 230 ◇
◇ Las Vegas, Nevada 89148 ◇
◇ Office: (702) 823-3257 ◇ Fax: (702) 933-9030 ◇
◇ www.diamondbacklandsurveying.com ◇

EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION



6140 BRENT THURMAN WAY, SUITE 230
 LAS VEGAS, NEVADA 89148
 (o) 702.823.DBLS (f) 702.933.9030

ARIZONA - CALIFORNIA - NEVADA - UTAH - WASHINGTON

JOB NUMBER: 190422-RE

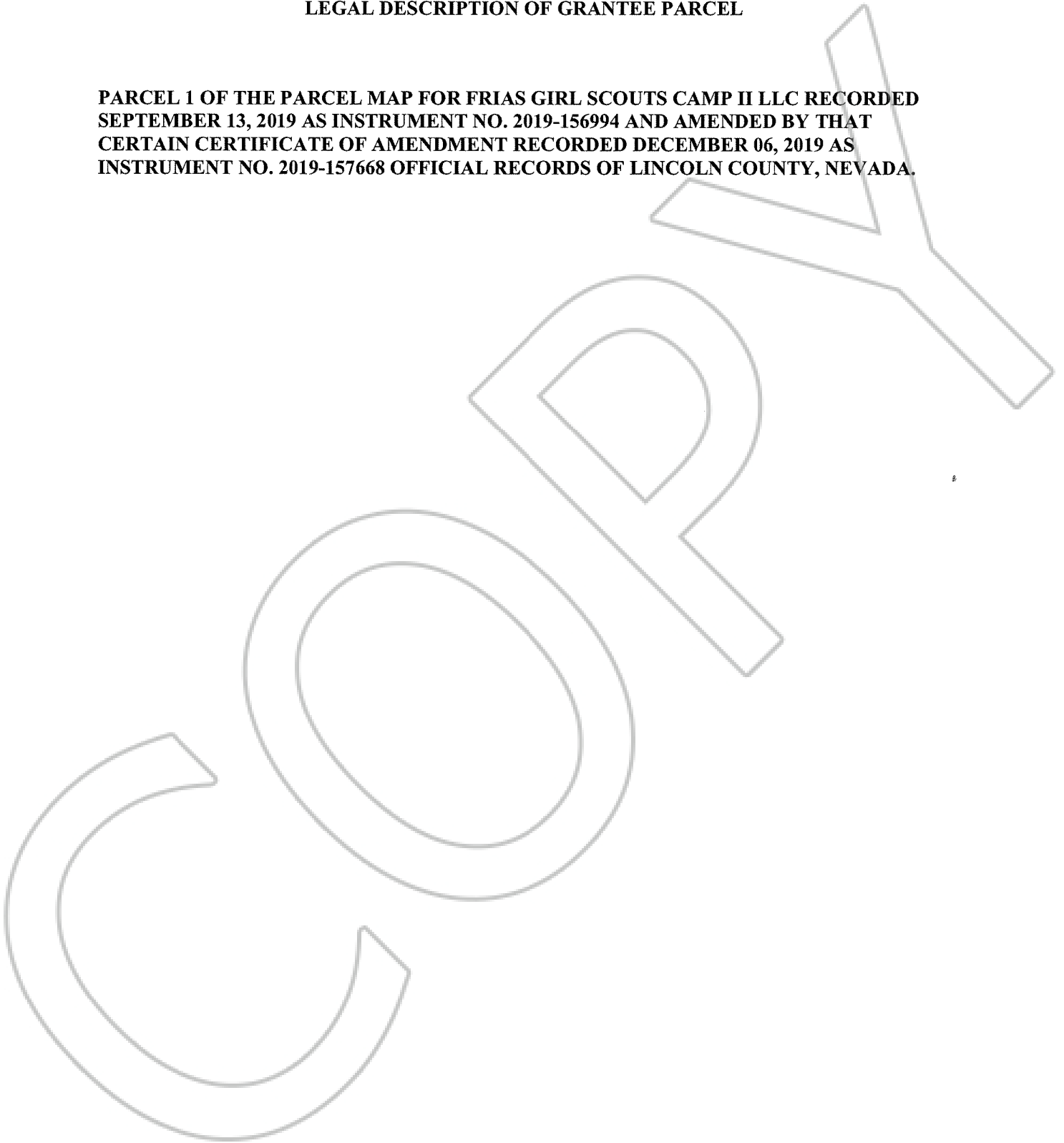
PAGE 1 OF 1

DRAWN BY: NRR DATE: 9/26/19

CHECKED BY: JAB DATE: 9/26/19

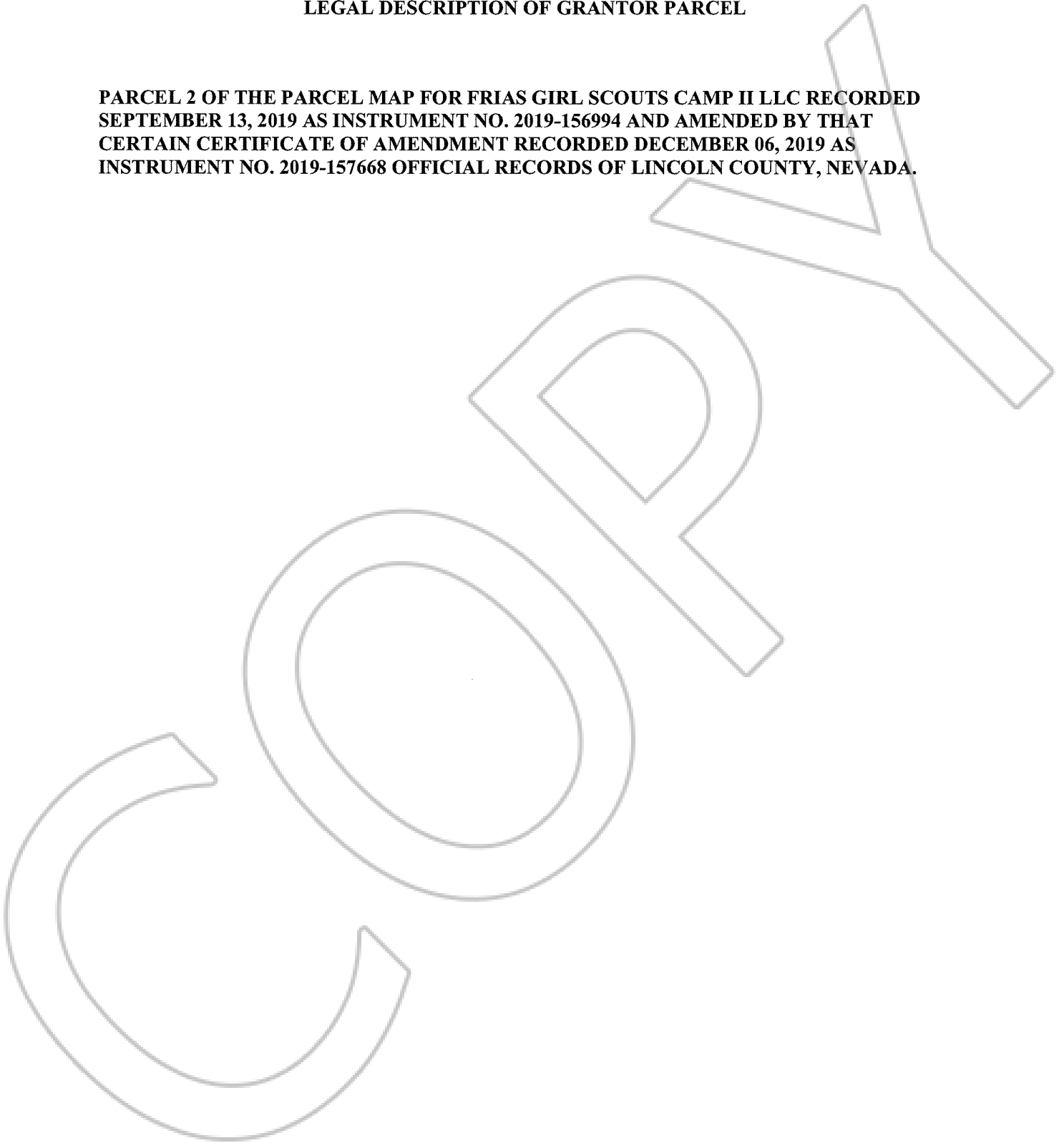
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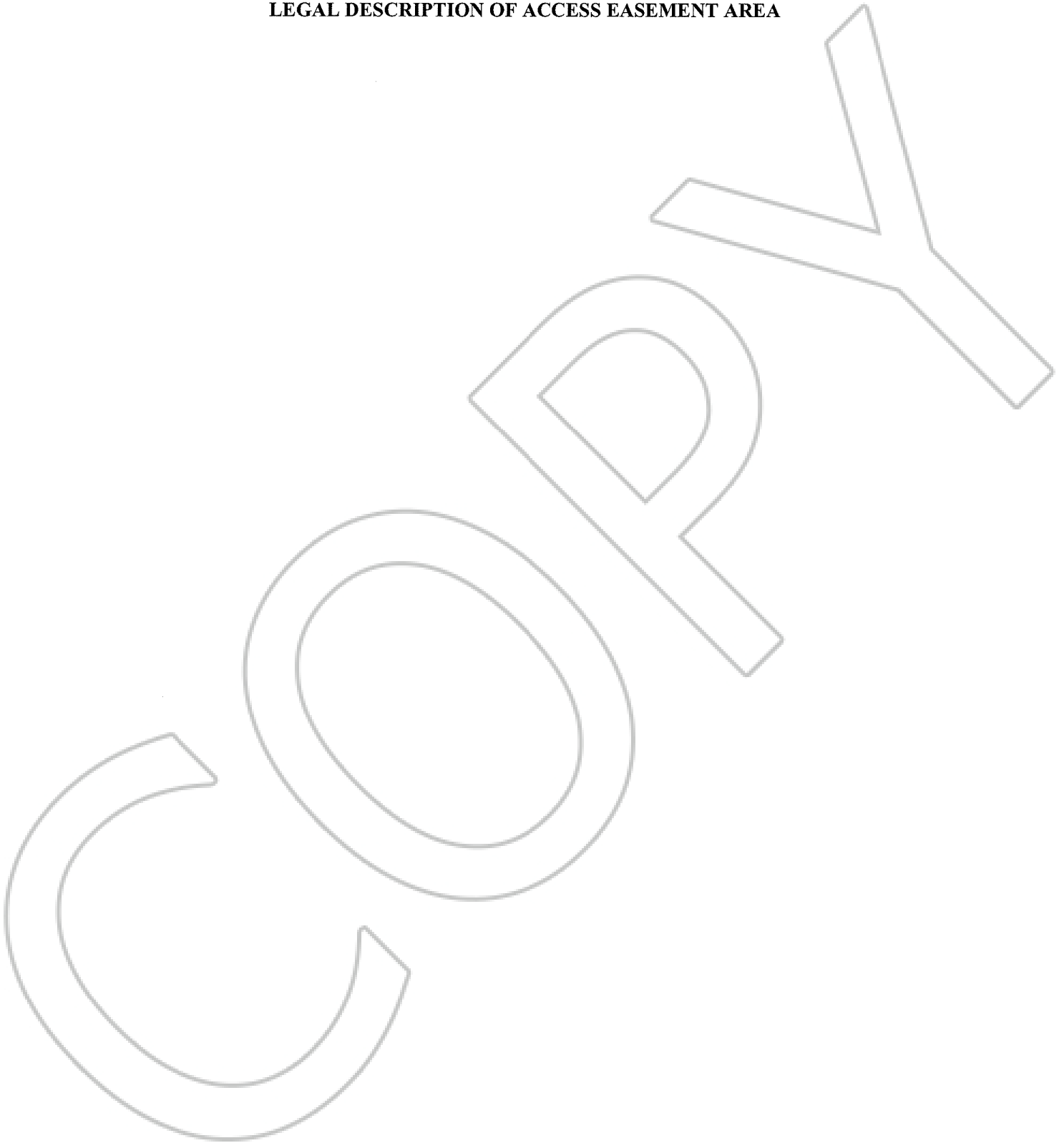


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PAGE 1 OF 2
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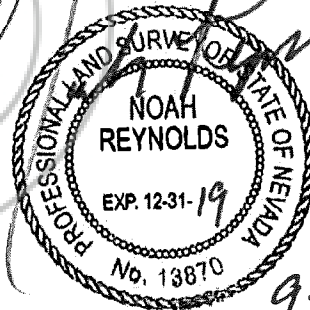
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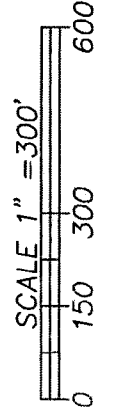
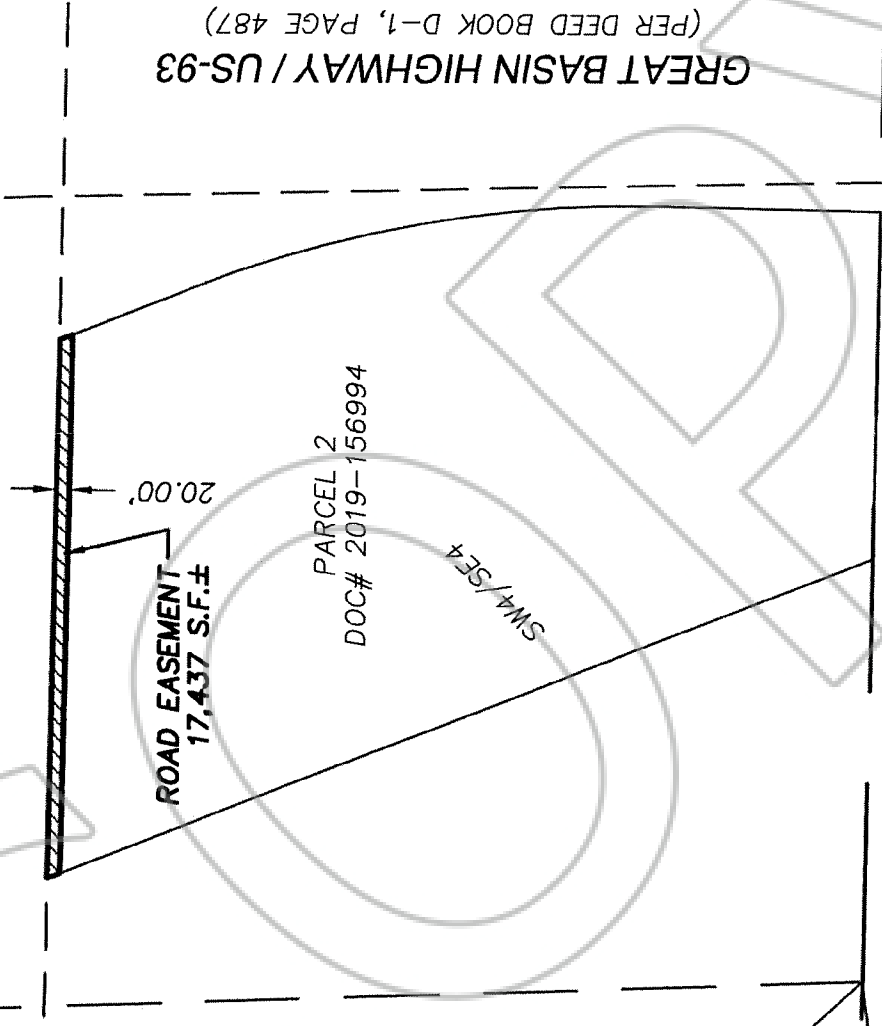
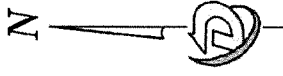
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PAGE 1 OF 1



ARIZONA-CALIFORNIA-NEVADA-UTAH-WASHINGTON

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