

P A T E N T

THE UNITED STATES OF AMERICA, acting through the Director, Bureau of Land Management, Department of the Interior, pursuant to the authority contained in section 16 of the Federal Airport Act, approved May 13, 1946 (60 Stat. 179; 49 U.S.C. 1115), as amended by section 1402(b) of the Federal Aviation Act of 1958 (72 Stat. 806), section 1.1B of Part 235 of the Department of the Interior Manual, and in conformity with Executive Order No. 10536 of June 9, 1954 (3 CFR, 1954-1958 Comp., p. 194; 19 F.R. 3437), and section 0.67 of Title 28 of the Code of Federal Regulations (Order No. 273-62 of the Attorney General of June 14, 1962; 27 F.R. 5795), hereby gives and grants a patent to the County of Eureka, State of Nevada, and to its successors in function, for the following described lands:

East half of the northeast quarter of the northeast quarter, and the southeast quarter of the northeast quarter of section 9, in township twenty North of range fifty-three East of the Mount Diablo Meridian, Nevada, containing a total of 60.0 acres, according to the approved plat of survey thereof on file in the Bureau of Land Management, Department of the Interior.

There are excepted from this patent and reserved to the United States all minerals in the lands, together with the right of the United States through its authorized agents, representatives, or lessees at any time to enter upon the lands and prospect for, mine, and remove such minerals insofar as such right does not interfere with the development, operation, and maintenance of the airport to be operated upon the lands by the County of Eureka, State of Nevada, which County of Eureka, State of Nevada, agrees that all questions in regard to interference are to be determined by the Director, Bureau of Land Management, and the Federal Aviation Administrator.

TO HAVE AND TO HOLD the lands included in this patent, together with all rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging unto the County of Eureka, State of Nevada, and to its successors in function forever, subject, however, to (1) vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws or decisions of the courts; and (2) a right-of-way for ditches or canals constructed under the authority of the United States, as authorized by the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

Any part of the property interest hereby conveyed that has not been developed for airport purposes within five years after the date of conveyance, or that ceases to be used for airport purposes for a period of six months, shall automatically revert to the United States, the grantee agreeing by the acceptance of this conveyance or the rights granted herein that a determination by the Federal Aviation Administrator that all or a part of the property interest has not been so developed, or has ceased to be so used, is conclusive of the facts.

The patentee does by the acceptance of this patent covenant and agree for itself, its assigns, and its successors in interest to the property herein conveyed or any part thereof, that the covenants set forth below shall attach to and run with the land:

1. The grantee will use the property interest for airport purposes, and will develop that interest for airport purposes within one year after the date of this conveyance;

2. (a) The airport, and its appurtenant areas and its buildings and facilities, whether or not on the land herein conveyed, will be operated as a public airport upon fair and reasonable terms, and in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date of this patent to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and,

(b) The United States shall have the right to judicial enforcement of these covenants not only as to the patentee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed;

(c) In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above-described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the patentee, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the patentee with respect to such future performance shall continue in full force and effect.

3. Any subsequent transfer of the property interest conveyed hereby will be made subject to all the covenants, conditions and limitations contained in this instrument;

4. If the covenant to develop the property interest for airport purposes within one year after the date of this conveyance is breached, the Federal Aviation Administrator may give notice to the grantee requiring him to take specified action towards development within a fixed period. These notices may be issued repeatedly, and outstanding notices may be amended or supplemented. Upon expiration of a period so fixed without completion by the grantee of the required action, the Federal Aviation Administrator may, on behalf of the United States, enter, and take title to the property interest conveyed or, in his discretion, that part of that interest to which the breach relates;

5. If any covenant or condition in the instrument of conveyance, other than the foregoing covenant, is breached, the Federal Aviation Administrator may, on behalf of the United States, immediately enter, and take title to, the property interest conveyed or, in his discretion, that part of that interest to which the breach relates;

6. A determination by the Federal Aviation Administrator that one of the foregoing covenants has been breached is conclusive of the facts; and, if the right of entry and possession of title stipulated in the foregoing covenants is exercised, the grantee will, upon demand of the Federal Aviation Administrator, take any action (including prosecution of suit or executing of instruments) that may be necessary to evidence transfer to the United States to title to the property interest conveyed, or, in the Administrator's discretion, to that part of that interest to which the breach relates;

7. The grantee will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the airport, or at any other airport now or hereafter owned or controlled by it;

8. In furtherance of the policy of the Federal Aviation Administration under the foregoing covenant the grantee agrees that, unless authorized by the Federal Aviation Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity; and that the grantee further agrees that it will terminate any such exclusive right (including any exclusive right to engage in the sale of gasoline or oil, or both) now existing at the airport or at any other airport now or hereafter owned or controlled by the grantee, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right, and covenants that there is no exclusive right not subject to termination under this provision.

N-2180

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA, by
its Director, Bureau of Land Management, has hereunto subscribed its name
and affixed the seal of the Bureau of Land Management this 29th day of
November 1968.

UNITED STATES OF AMERICA



Raymond L. Lamm
Director, Bureau of Land Management

APPROVED this 30th day of April, 1969, pursuant to
authority delegated by the Attorney General by section 0.67 of Title 28 of
the Code of Federal Regulations (Order No. 273-62 of June 14, 1962; 27 F.R.
5795).

Glen E. Taylor
Acting Assistant Attorney General
Land and Natural Resources Division

Patent No. 27-69-0177

RECORDED AT THE REQUEST OF Joan Shangle
on June 27 19 69 at 45 mins. past 4 P. M. in
Book 29 of OFFICIAL RECORDS page 324-329 RECORDS OF
ESQUEL COUNTY, NEVADA. *Allen C. McFarland* Recorder. 6
File No. 49421 Fee \$ No Fee

BOOK 29 PAGE 329