

The United States of America

To all to whom these presents shall come, Greeting:

142007

N-54527

WHEREAS

Olympic Nevada, Inc., a Nevada corporation

is entitled to a patent pursuant to Section 206 of the Act of October 21, 1976 (43 U.S.C. 1716), for the following described land:

Mount Diablo Meridian, Nevada

T. 31 N., R. 51 E.,
sec. 2, S $\frac{1}{2}$.

containing 320 acres; and

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES, unto Olympic Nevada, Inc., a Nevada corporation, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging unto the said Olympic Nevada, Inc., a Nevada corporation, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).
2. All the oil and gas mineral deposits in the lands so patented, and to it, its permittees, licensees and lessees, the right to prospect for, mine and remove the minerals owned by the United States under applicable law and such regulations as the Secretary of the Interior may prescribe. This reservation includes necessary access and exit rights and the right to conduct all necessary and incidental activities including, without limitation, all drilling operations, storage and transportation facilities deemed reasonably necessary.

Unless otherwise provided by separate agreement with the surface owner, permittees, licensees and lessees of the United States shall reclaim disturbed areas to the extent prescribed by regulations issued by the Secretary of the Interior.

All causes of action brought to enforce the rights of the surface owner under the regulations above referred to shall be instituted against permittees, licensees and lessees of the United States; and the United States shall not be liable for the acts or omissions of its permittees, licensees and lessees.

This exchange is made under Section 29 of the Act of February 25, 1920 (30 U.S.C. 186) and the Act of March 4, 1933 (30 U.S.C. 124). The patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said land as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations, for the duration of oil and gas lease N-35910, and any authorized extension of said lease.

27-92-0039

N-54527

Pursuant to the authority contained in sec. 3(d) of Executive Order 11988 of May 24, 1977 (42 FR 26951) and the Act of October 21, 1976 (43 U.S.C. 1716), this patent is subject to a permanent restriction which constitutes a covenant running with the land, as to the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, that the land may be used only for agricultural purposes or for park and nonintensive open space recreation purposes, but not for dwellings or buildings.

The Grantor reserves unto itself all right and title to any and all cultural resources associated with Archaeological Sites CRNV-12-10402 and CRNV-12-10404, containing 120 acres, located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{4}$ SE $\frac{1}{4}$, including the right of reasonable access on, over, and across the land so patented and reserves the right to enter onto the property after notice to the owner of record to inspect the condition of the cultural resources and the associated surface, and to remove said artifacts at any reasonable time upon written notice to the owner of record. Exact locations of the archaeological sites are plated and described on the cultural resource map atlas on file with the Elko District Office, Bureau of Land Management.

The Grantee, its successors, and assigns covenant to maintain and preserve and not disturb the ground surface, or permit any action to be undertaken which may affect the archaeological value of the aforementioned Archaeological Sites without the express prior written permission of the Grantor signed by a fully authorized representative thereof. Prohibited actions include but are not limited to prehistoric or historic artifact collection, digging, excavating, leveling, grading, trenching, drilling, tunneling, driving or transporting vehicles, rig stacking, equipment storage, or compacting. Prohibited actions will also include concentrated livestock use including but not limited to supplemental feeding, salt/mineral/protein block placement, and hay or water trough placement.

Upon completion of any archaeological investigation, the Bureau of Land Management shall restore the said real property to its original condition to the extent practical; including filling any excavation or trench, removing all debris and litter, and reclaiming the site areas.

Said sites are protected under Section 6 of P.L. 96-95, the Archaeological Resource Protection Act of 1979, as well as other federal statutes. In the event of violation of any of the conditions, covenants, or restrictions in this instrument, whenever reasonably possible, the Grantor will serve notice upon the owner of record to cure such violation. In the event the violation is not cured within a reasonable time or that circumstances do not permit notice, the Grantor may enjoin said violation or take any other appropriate legal action. The owner of record will be responsible and liable for all legal costs and expenses incurred in connection with such a suit, including but not limited to court costs and attorney fees.

The failure of the Grantor to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.

The rights hereby reserved shall terminate fifteen years from the date of this patent. If the appropriate District Manager determines that the reservation for the aforementioned Archaeological Sites or any part thereof is no longer needed or necessary, the reserved rights, together with attendant protective covenants, shall terminate. Evidence for such termination shall be a statement in recordable form furnished by the appropriate District Manager to the Grantee, its successors, or assigns in interest.

27-92-0039

PATENT NO. _____

BOOK 238 PAGE 06

N-54527

This archaeological reservation shall be a binding servitude upon the above described property and shall be deemed to run with the land, and shall bind to successors and assigns of Grantee. Execution of this deed shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing reservation, conditions, and restrictions and to perform the obligations set forth herein.

BOOK 238 PAGE 005
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
'92 AUG 20 P4 53

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 142007 FEE \$4.00

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Elko, Nevada
the twentieth day of August
in the year of our Lord one thousand nine hundred and ninety-two
and of the Independence of the
United States the two hundred and fifteenth

By *Marla B. Sohl*
Acting Deputy State Director, Operations

[SEAL]



27 - 92 - 0039

Patent Number

BOOK 238 PAGE 007