

APN # _____

Recording Requested By:

Name Eureka County

Address P O Box 667

City/State/Zip Eureka, NV 89316

BOOK 437 PAGE 135-139
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County
2006 JUN -7 PM 1:52

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 205177
FEES *None*

Right of Way Grant
(Title of Document)

COPY

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

205177

BOOK 437 PAGE 135

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
GRANT ASSIGNMENT
SERIAL NUMBER NVN-56865

1. A right-of-way is hereby assigned and granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Eureka County
Box 714
Eureka, NV 89316

receives a right to construct, operate, maintain, and terminate an access road on public lands described as follows:

Mount Diablo Meridian

T. 31 N., R. 49 E.,
Sec. 10, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Access Road 60 feet x 841 feet = 1.15 Acres

b. The right-of-way was described in Public Law 109-46, Section 2(d), in conjunction with a land conveyance to Eureka County for the Maiden's Grave Cemetery parcel.

c. This instrument shall be issued in perpetuity unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

~~d. This instrument may be renewed. If renewed, the right of way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.~~

~~e. Notwithstanding the expiration of this instrument or any renewal, early relinquishment, abandonment, or termination thereof, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.~~

~~3. Rental:~~

~~For and in consideration of the rights permitted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.~~

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 30 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way grant herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit A, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The holder of this Grant NVN-56865, agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on the Right-of-Way (unless the release or threatened release is wholly unrelated to the Right-of-Way holder's activity on the Right-of-Way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
- h. The holder shall periodically check for weeds, and if they occur, treat them immediately prior to allowing them to spread.
- i. Holder will adhere to the terms and conditions of the original grant, Exhibit "A" and any amendments issued thereafter.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Donna Bailey
(Signature of Holder)

Holder
(Title)

5/5/06
(Date)

Cathie Jensen
(Signature of Authorized Officer)

Acting Field Office Manager
Asst. (Title) NonRenewable

6/1/06
(Effective Date of Grant)

EXHIBIT A

1. In case of change of address, the holder shall immediately notify the Elko Field Manager, hereinafter referred to as the authorized officer.
2. Three months prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
3. The holder agrees to be responsible for the release or threatened release of any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 or the Resource Conservation and Recovery Act (RCRA) of 1976 respectively, within the boundaries of the right-of-way. This agreement applies without regard to whether the release or threatened release is caused by the holder, its agent, or unrelated third parties.
4. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony discovered by the permit holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, with written confirmation. The permit holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.

For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the permit holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder.

5. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
6. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic

Substances Control Act of 1976 as amended, 15 USC 2601 et seq. with regards to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

7. The Bureau of Land Management reserves the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
8. To reduce the occurrence and spread of invasive, nonnative weeds, all surface disturbance shall be kept to a minimum with clearing limits confined to an area sufficient to provide for installation. In the event that noxious weeds become present within the right-of-way, the holder shall contact our office and take appropriate action, in coordination with the BLM and/or local authorities, for control and eradication of the invasive weeds.
9. To reduce the impact to vegetation, surface disturbance and construction shall be kept to a minimum and confined to the right-of-way. No unnecessary removal of vegetation shall occur.
10. Prior to construction, the holder shall identify all exiting rights-of-way within the project area and take all the necessary standard precautions, including a telephone call for utility clearance, to avoid impacts of existing rights-of-way.

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