

N-48957

INTERIM CONVEYANCE

WHEREAS

Aerojet-General Corporation

is entitled to a conveyance pursuant to the Act of March 31, 1988 (102 Stat. 52), of the following described lands:

Mount Diablo Meridian Nevada

T. 11 S., R. 63 E.,

secs. 19, 30, 31, that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93.

T. 12 S., R. 63 E.,

sec. 6, that portion lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93, excluding that portion of the N1/2W1/2 lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor; and that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93;

secs. 7, 18, 19, 29, 30, 32, all lying easterly of the centerline of U.S. Highway 93;

secs. 5, 9, 16, 21, 28, 33, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

T. 13 S., R. 63 E.,

sec. 1, E1/2 of lot 2;

secs. 3, 10, 15, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

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sec. 4, all except that portion lying easterly of the eastern boundary of the transmission corridor, that boundary being $1\frac{1}{2}$ miles from the centerline of U.S. Highway 93;

secs. 5, 8, 17, that portion lying easterly of the centerline of U.S. Highway 93;

sec. 20, that portion lying easterly of the centerline of U.S. Highway 93 and northerly of the centerline of State Highway 168;

secs. 21, 25, 26, that portion lying northerly of the centerline of State Highway 168;

sec. 22, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being $1\frac{1}{2}$ miles from the centerline of U.S. Highway 93; and that portion lying northerly to a boundary $\frac{1}{2}$ mile from the centerline of State Highway 168;

secs. 23, 24, that portion lying northerly to a boundary $\frac{1}{2}$ mile from the centerline of State Highway 168;

T. 12 S., R. 64 E.,
(Protraction Diagram No. 99)

sec. 31, $W\frac{1}{2}SW\frac{1}{4}$.

T. 13 S., R. 64 E.,
(Protraction Diagram No. 28)

sec. 6, $W\frac{1}{2}$;

sec. 7, $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$;

sec. 18, all;

sec. 19, all;

sec. 30, that portion lying northerly of the centerline of State Highway 168.

Containing approximately 9,633 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the above-named corporation the lands 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 corporation, its successors and assigns, forever.

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EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

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. A right-of-way corridor with rights of ingress and egress, said corridor to be administered by the United States of America in the manner and as described in "Land Exchange Agreement Between Aerojet-General Corporation and the United States of America."

THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO:

1. Those rights for highway purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-061281, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to sections 19, 30, and 31 of Township 11 South, Range 63 East, sections 6, 7, 18, 19, 29, 30, and 32, Township 12 South, Range 63 East.
2. Those rights for highway purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-060729, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to sections 5, 8, 17, and 20, Township 13 South, Range 63 East.
3. Those rights for highway purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-065185, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to sections 20, 21, 22, 23, 25, and 26, Township 13 South, Range 63 East.
4. Those rights for material site purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-064619, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 31, Township 11 South, Range 63 East, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 6, Township 12 South, Range 63 East.
5. Those rights for fiber optic cable purposes granted to Williams Telecommunications Company, its successors or assigns, by right-of-way No. W-43923, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to sections 19 and 30, Township 11 South, Range 63 East.

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6. Those rights for road purposes granted to Lincoln County, its successors or assigns, by right-of-way No. N-18686, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to section 30, Township 11 South, Range 63 East.
7. Those rights for material site purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-064427, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to sections 25 and 26, Township 13 South, Range 63 East.
8. Those rights for powerline purposes granted to Overton Power District No. 5, its successors or assigns, by right-of-way No. CC-020948, pursuant to the Act of December 21, 1928 (43 U.S.C. 617d) as to section 23, Township 13 South, Range 63 East, and section 19, Township 13 South, Range 64 East.
9. A right-of-way for power transmission purposes to Intermountain Power Project, its successors or assigns, by right-of-way No. U-42519, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), such right-of-way to be exercised in the corridor reserved pursuant to Section 5(b) of the Nevada-Florida Land Exchange Authorization Act of 1988 (P.L. 100-275).

MISCELLANEOUS:

1. A patent shall issue after approval and filing by the Bureau of Land Management of an official plat or supplemental plat of survey confirming the boundary description and acreage of the lands hereinabove granted;
2. The grant of the herein described lands is subject to those reservations, conditions, and limitations set out in the "Land Exchange Agreement Between Aerojet-General Corporation and the United States of America," which is expressly made a part of this conveyance and a copy of which is attached hereto.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set his hand and caused the seal of the Bureau to be hereunto affixed on this 18th day of July, 1988, in Reno, Nevada.

UNITED STATES OF AMERICA

Edward F. Spang
 State Director
 Nevada State Office

Interim Conveyance No.: 001

Date: July 18, 1988

LAND EXCHANGE AGREEMENT BETWEEN
AEROJET-GENERAL CORPORATION
AND THE
UNITED STATES OF AMERICA

THIS LAND EXCHANGE AGREEMENT is entered into by and between AEROJET-GENERAL CORPORATION, an Ohio Corporation ("AEROJET"); and the UNITED STATES OF AMERICA, acting through the Secretary of the Interior (the "SECRETARY"). AEROJET and the SECRETARY are collectively referred to as "THE PARTIES."

WITNESSETH:

WHEREAS, pursuant to the "Nevada-Florida Land Exchange Authorization Act of 1988" (the "Act") (102 Stat. 52), the Secretary is authorized to acquire 5094 acres, more or less, of private land owned by AEROJET in Dade County, Florida (the "Florida Land") having an average fair market value of approximately \$525 an acre; and

WHEREAS, the Act authorizes and directs the SECRETARY to acquire the Florida land by, among other things, exchanging (i) 42,820 acres, more or less, of public land in Coyote Spring Valley, Nevada (the "Coyote Spring Land") having an average fair market value of approximately \$51 an acre, (ii) 8,910 acres, more or less, of public land in Garfield Flat, Nevada (the "Garfield Flat Land"), having an average fair market value of approximately \$55 an acre, and (iii) 1,130 acres, more or less, of reserved mineral estate in land in which AEROJET owns the surface estate in Garfield Flat, Nevada (the "Mineral Estate"), having an average fair market value of approximately \$10 an acre, (all of which are hereinafter collectively called the "Nevada Land"); and

WHEREAS, AEROJET desires to acquire the Nevada Land, which is owned by the United States and administered by the Bureau of Land Management, Department of the Interior, including the surface and mineral estates therein in their entirety, subject to valid existing rights and reservations made herein; and

WHEREAS, the fair market values of the lands and interests in lands to be exchanged pursuant to both this Agreement and a separate lease agreement to be entered into between the parties hereto are approximately equal; and

WHEREAS, the SECRETARY has determined that this Agreement carries out the purpose and intent of the Act; and

WHEREAS, AEROJET has determined that the exchange of land set forth in this Agreement is in its best interest and the best interest of its sole shareholder;

NOW THEREFORE, in consideration of their mutual promises and other good and valuable consideration, THE PARTIES hereto covenant and agree as follows:

1. THE PARTIES agree to the land exchange specified in the following paragraphs and to be bound thereby. THE PARTIES agree that this exchange of lands is authorized and undertaken pursuant to the directive given the SECRETARY under the Act. The PARTIES further agree that in the case of any inconsistency between the terms of this exchange agreement and the Act, the provisions of the Act shall prevail.

2. AEROJET shall convey to the UNITED STATES, by warranty deed, exclusive of severable use rights (as defined in Dade County Ordinance 81-122, effective January 1, 1982), as its part of the exchange, all right, title and interest of AEROJET in the Florida Land as described in Exhibit "A" attached hereto and incorporated by reference herein and as generally depicted upon the map entitled "Aerojet-General Corporation Lands to be Exchanged to U.S. Fish and Wildlife Service, Dade County, Florida," which is referenced in the Act.

3. The SECRETARY shall convey to AEROJET by patent (or

interim conveyance document as described in Paragraph 6 below), subject to valid existing rights and such reservations and stipulations as are specifically provided for herein, as his part of the exchange, all right, title and interest of the UNITED STATES in the surface and mineral estates of the Nevada Land as described in Exhibit "B" attached hereto and incorporated by reference herein and as generally depicted upon maps entitled "Public Domain Lands to be Exchanged and Leased to Aerojet-General Corporation, Clark and Lincoln Counties, Nevada" and "Public Domain Lands to be Exchanged to Aerojet-General Corporation, Mineral County, Nevada" which are referenced in the Act (the "Nevada Maps").

4. Except with respect to valid existing rights or as otherwise stated herein, the estate of the lands to be conveyed by the SECRETARY to AEROJET pursuant to Paragraph 3 of this Agreement shall not be subject to any terms, conditions, covenants, limitations, exceptions, reservations or stipulations governing AEROJET's activities and use. Only valid existing rights outstanding on the effective date hereof and the reservations and stipulations provided for herein shall run with the land and shall be binding upon AEROJET, its successors and assigns.

5. THE PARTIES mutually agree that each can perform his or its respective obligations under Paragraphs 1 through 4 of this Agreement in one transaction in accordance with the direction of

the Act. THE PARTIES further agree that although AEROJET will acquire the Nevada Land subject to valid existing rights, those rights do not include any rights or claims of the UNITED STATES except as stated herein, and the UNITED STATES hereby expressly relinquishes any and all rights and claims it may have in the surface or mineral estates of the Nevada Land as of the effective date of this Agreement and agrees to take such further actions and execute such further documents as shall be necessary or desirable to perfect the relinquishment of such rights and claims whether by letter, deed, letter of relinquishment, or other appropriate document, which shall be subject to the prior approval of AEROJET's counsel. The SECRETARY expressly confirms and agrees that, except as stated herein, the UNITED STATES excepts and reserves no easements or other rights or claims in the Nevada Land to have access to the land or to otherwise utilize or develop any resources in or on the Nevada Land, including without limitation, oil and gas, valuable minerals, and sand and gravel, and, except as stated herein, agrees to make no claims for adequate access to any of the property included in the Nevada Land.

6. THE PARTIES agree that the SECRETARY shall convey to AEROJET by interim conveyance, recognizing that such lands are unsurveyed, (a) that portion of the Coyote Spring Land described in Exhibit "C" attached hereto and incorporated by reference herein, (b) appropriate portions of the Coyote Spring Land in those sections immediately east of the centerline of U.S. Highway

93 and immediately north of the centerline of State Highway 168, and (c) appropriate portions of the Coyote Spring Land in those sections immediately contiguous to the lands being leased by the SECRETARY to AEROJET concurrently herewith--all as generally depicted upon the Nevada Maps. AEROJET shall receive any gain or bear any loss of acreage due to errors, if any, in such description. If AEROJET elects to receive patent to such unsurveyed lands, it shall have the right, at its expense, to require an independent survey to be performed by a surveyor mutually acceptable to THE PARTIES in accordance with Bureau of Land Management procedures and the results of that survey shall be used to settle the boundaries of such lands and shall be binding on both AEROJET and the SECRETARY. The SECRETARY shall cooperate to the maximum extent possible to facilitate the survey and approve it in a timely manner and to execute whatever further documents are necessary to carry out the purpose and intent of this provision.

7. AEROJET agrees that at settlement a good and sufficient general warranty deed will be executed and delivered by AEROJET in a form acceptable to the SECRETARY conveying a good, insurable, marketable title to the surface and mineral estates of the Florida Land with all hereditaments and appurtenances therein belonging to the SECRETARY or its assigns, reserving unto AEROJET and assigns all right, title and interest in and to any and all severable use rights (as defined in Dade County Ordinance 81-122, effective January 1, 1982) associated with, or running with, the

land. Additionally, final settlement shall be contingent upon an inspection of the Florida Land by the SECRETARY determining the Florida Land to be free of any contaminants or other hazardous materials, and approval of title based upon title evidence acceptable to the SECRETARY showing title vested in the UNITED STATES as determined by an authorized officer of the UNITED STATES. The SECRETARY shall pay for recording the deed to the UNITED STATES. Title examination and evidence of title shall be provided at the expense of AEROJET. AEROJET agrees that all taxes, assessments and encumbrances which are a lien against the Florida Land at settlement, as well as any deferred taxes or deferred terms whether or not a lien against the Florida Land at settlement, shall be satisfied of record by AEROJET at or before settlement. Further, AEROJET shall provide for the payment of any taxes arising up to and including the settlement date to the satisfaction of the SECRETARY. AEROJET agrees that from the effective date of this Agreement officers and accredited agents of the SECRETARY shall have the right to survey and enter upon the Florida Land for all lawful purposes in connection with this exchange. The SECRETARY agrees to notify AEROJET in advance of any such survey or entry, and to take steps to minimize any impact on AEROJET's lessees or other surface users.

8. The SECRETARY shall convey the surface and mineral estates of the Nevada Land described in Paragraph 3 of this Agreement subject to valid existing rights including, but not

limited to, the unexpired term of any outstanding lease, license, permit, contract or right-of-way; provided, that the SECRETARY shall terminate or suspend, if terminable or suspendable in the judgment of the SECRETARY without liability to the UNITED STATES, that portion of any such lease, license, permit, contract or right-of-way which authorizes activities on the surface or mineral estates of the Nevada Land conveyed to AEROJET pursuant to Paragraph 3 of this Agreement; and provided further that, except as stated herein, the SECRETARY shall terminate, if terminable in the judgment of the SECRETARY without liability to the UNITED STATES, that portion of any such permit which authorizes geological and geophysical surveys of the surface or mineral estates of the Nevada Land conveyed to AEROJET pursuant to Paragraph 3 of this Agreement.

9. Notwithstanding anything to the contrary herein, THE PARTIES agree that AEROJET shall permit the UNITED STATES or its agents to have access to the Nevada Land to monitor the condition of endangered or threatened species located on such land, to monitor the impact of any activity occurring on such land on wildlife and plants including, but not limited to, endangered or threatened species, and to monitor the wells and borings located on the lands described in Exhibit "D" attached hereto and incorporated by reference herein, under the following terms and conditions:

(a) The UNITED STATES must obtain advance approval from AEROJET (which will not be unreasonably withheld) for each entry and must conduct the entry not more than once per month during regular business hours at a time and date and over a prescribed route to be determined by AEROJET.

(b) The UNITED STATES must make available to AEROJET all past, present and future well and boring data obtained from the monitoring program.

(c) AEROJET will permit the UNITED STATES to emplace a steel drop pipe not to exceed 2 inches in diameter inside the diameter of Well No. N-40007 (as identified in Exhibit "D") to provide access and shelter for monitoring probes. The pipe will extend from an opening at the well head to a depth equal to or greater than the depth at which the pump is set.

(d) AEROJET will permit a spigot on the discharge pipe of said Well No. N-40007 to allow collection of water-quality samples before the water reaches any storage or treatment facility.

(e) The UNITED STATES will be allowed space at or near the well head of said Well No. N-40007 for storage of data loggers and/or other instruments

used for monitoring conditions at the well.

(f) Well pumpage will be metered by AEROJET and the UNITED STATES will be provided with pumpage data. The data will include both information on volumes of pumpage and times of pump operation.

The SECRETARY further acknowledges and agrees on behalf of the UNITED STATES that (a) all interests the UNITED STATES has or may have in the wells and borings set forth in Exhibit "D," including the right to monitor and the right to develop water therefrom pursuant to the Memorandum of Agreement between the United States Air force and the United States Geological Survey, among others, dated June 1, 1983 and/or the Federal Land Policy and Management Act of 1976 ("FLPMA") rights-of-way granted to the United States Geological Survey, by the Bureau of Land Management as set forth on Exhibit "D," are hereby terminated by and upon execution of this Agreement; and (b) by virtue of this Agreement, the ownership of the interest in, the casing in or equipment attached to any wells and borings set forth in Exhibit "D" is in AEROJET, and that AEROJET and its successors or assigns intend to develop water therefrom. Notwithstanding the foregoing, AEROJET agrees to reimburse the UNITED STATES with money or economically equivalent additions to the Florida Land of an amount equal to the current cost of drilling an unlined well for standard industrial use having an 8 1/2" diameter and the same depth as well No. N-40007.

10. Nothing in this Agreement shall be construed as a permit to conduct any particular activities on the Nevada Land to be conveyed to AEROJET under this Agreement nor shall this Agreement be construed as relieving AEROJET of any obligations it may have under federal, state and local laws and regulations with respect to obtaining necessary permits prior to commencing any activities on the Nevada Land.

11. In the event that the exchange of lands or interests in lands provided for in this Agreement is set aside because of a final order of a court of competent jurisdiction, THE PARTIES agree to immediately commence good faith negotiations to enter into a new agreement to exchange the lands and interests in lands provided for in this Agreement, consistent with such final order.

12. Except as otherwise required by law, the Department of the Interior or and of its agencies, departments, subdivisions or services shall not oppose any application to any federal, state or local government agency for permits or other approvals necessary to conduct activities on the Nevada Land conveyed to AEROJET pursuant to Paragraph 3 of this Agreement that is consistent with the provisions of this Agreement.

13. AEROJET has advised the SECRETARY that it is prepared to accept stipulations describing various actions it will take to protect the wildlife resources on the Nevada Land. A list identifying such stipulations is set forth in Exhibit "E"

attached hereto and incorporated by reference herein. AEROJET agrees to be bound by and to perform each and every one of the stipulations set forth in Exhibit "E" whether or not set forth in the patent or interim conveyance documents described in Paragraph 3 above, and agrees that such stipulations shall run with the land..

14. (a) The transfer of the Coyote Spring Land under this Agreement shall be subject to the reservation to the UNITED STATES of a right-of-way corridor (the "Corridor") situated in the State of Nevada, counties of Lincoln and Clark, described as follows:

(1) All those portions of Sections 19, 30, 31, T.11 S., R.63 E., M.D.M.; Sections 5, 6, 8, 9, 16, 17, 20, 21, 28, 29, 32, 33, T.12 S., R.63 E., M.D.M.; and Sections 4, 9, 10, 15, 16, 21, 22, T.13 S., R.63 E., M.D.M.; lying within that corridor one mile in width, the centerline of said corridor being one mile easterly of and parallel with the centerline of U.S. Highway 93. Also, all of Sections 20, 21, 22, 29, 32, and the N 1/2 of Section 23, T.11 S., R.63 E., M.D.M.

(2) That portion of Section 29, T.12 S., R.63 E., M.D.M., necessary for the purpose of

ingress and egress to the corridor as required for the construction, operation, and maintenance of electric transmission lines.

The Corridor shall be administered by the SECRETARY, who may grant rights-of-way over, upon, under, or through the Corridor for systems and facilities used or useful for the construction, operation and maintenance of electric transmission lines consistent with Title V of FLPMA; provided, that although activities to construct, operate and maintain electric transmission lines within the Corridor shall be given priority over all conflicting activities, the SECRETARY shall take all reasonable actions to facilitate and protect the activities planned and proposed for the Coyote Spring Land by AEROJET relating to the development, manufacture and testing of rocket motors or other aerospace and defense products, including the granting of rights-of-way to AEROJET for roads across the Corridor connecting the eastern and western portions of the Coyote Spring Land.

(b) In consideration of the Corridor reserved by the SECRETARY, and except with respect to the rights referred to in subsection 5 (c) of the Act which are altered by the Act, the SECRETARY agrees not to grant any rights-of-way over, upon, under, or through the Corridor to any party who currently holds, directly or indirectly any lease, license, permit, contract or right-of-way for electric transmission line facilities and systems on the Coyote Spring Land unless such party, as a

condition to using the Corridor, surrenders and relinquishes all of its right, title and interest in and to such lease, license, permit, contract or right-of-way. In addition, as a condition subsequent to execution hereof but before settlement, AEROJET shall have the right at its election to terminate this Agreement in its entirety without fault or liability if, within that time, it is unable to effectuate a surrender or relinquishment of such lease, license, permit, contract or right-of-way.

15. The SECRETARY acknowledges that upon acquisition of the Florida Land, the UNITED STATES is directed by the Act to sell the Florida Land to the South Florida Water Management District (the "SEWMD") to raise funds for acquiring additional wildlife refuge lands in the State of Florida. The SECRETARY represents and warrants that these follow-up transactions are separate and distinct from the exchange contemplated by this Agreement, are not conditions precedent to the effectiveness of this Agreement, and do not require the execution of definitive agreements prior to the execution and consummation of this Agreement.

16. A copy of this Agreement shall be attached to and incorporated in the conveyance issued to AEROJET pursuant to Paragraph 3 of this Agreement and shall be recorded by AEROJET with the conveyance.

17. The SECRETARY agrees that from the date of this Agreement, officers and accredited agents of AEROJET shall have

the right to survey and enter upon the Nevada Land for all lawful purposes in connection with this exchange. AEROJET agrees to notify the SECRETARY in advance and to take steps to minimize any impact on lessees or other surface owners.

18. The SECRETARY agrees to take all steps within his power to notify persons with grazing privileges that their privileges will terminate at the first opportunity provided by law or contract without additional liability to the UNITED STATES, and to execute any and all documents and publish any and all notices that are necessary to accomplish such revocation or termination of grazing privileges.

19. Notwithstanding any other provision of this Agreement, AEROJET shall be free to challenge the rights of any party claiming an interest in the Nevada Land whether by way of lease, license, permit or contract and to test in court, at its expense, the extent of the rights claimed by any such person in the Nevada Land. The SECRETARY agrees to provide AEROJET with any and all documents not exempt by law in the possession of the SECRETARY which relate to such persons' rights or claims.

20. It is the express intent of both AEROJET and the United States of America and it is hereby agreed by THE PARTIES that nothing in this Agreement or Exhibits hereto shall be construed as creating any rights of enforcement by any person or entity that is not a party to this Agreement.

21. Any failure by either party to this Agreement to object to, or to seek a remedy for, any violation by the other party of any provision of this Agreement shall not be deemed a waiver of, or stop any future right to object to, or stop any future right to seek a remedy for, a subsequent violation, whether the later violation is of the same or another provision of this Agreement.

22. This Agreement shall become effective only upon its execution by both of the parties, and the effective date of the Agreement shall be the date upon which the last of the subscribed signs the Agreement.

23. The provisions of this Agreement shall be implemented only upon enactment of authorizing and directing legislation consistent with its terms and directing its execution.

24. For purposes of expediting execution of this Agreement, it may be signed in separate counterparts by THE PARTIES, which, when all have been so signed, shall be deemed a single Agreement.

25. THE PARTIES agree that this Agreement may be amended in writing by mutual consent of THE PARTIES.

26. The following general provisions shall apply to each of the provisions of this Agreement, except to the extent specifically provided otherwise in such provision:

a. THE PARTIES mutually covenant and agree not to sue each other challenging the legal

authority or capacity of the SECRETARY or AEROJET to enter into this Agreement or to effectuate any provision herein, provided that nothing herein shall be construed to prevent either party from suing to enforce this Agreement or seeking any other available remedy for breach of this Agreement.

b. Except with respect to an assignment to AEROJET's parent company GenCorp, Inc. or one of GenCorp's affiliates or subsidiaries, AEROJET's rights hereunder are not assignable and AEROJET may not assign to any third party its right under this Agreement to receive the conveyance of the Nevada Land described in Paragraph 3 of this Agreement.

c. THE PARTIES mutually covenant and agree not to encumber property proposed to be exchanged or conveyed to the other party under this Agreement, except as otherwise required by law.

d. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to

this Agreement if made with a corporation for its general benefit.

e. As used in this Agreement, the term "SECRETARY" shall include the Secretary of the Interior or his authorized representative.

f. As used in this Agreement, the term "AEROJET" shall include its successors and assigns, except as otherwise limited herein.

g. The parties agree that any clerical and typographical errors contained herein may be corrected upon notice to the other party, unless such errors are deemed substantial or otherwise objected to by either party within 60 days by written notice. Correction may be made without formal ratification by THE PARTIES.

IN WITNESS WHEREOF, THE PARTIES have, set their hands and seals as of the dates below written.

AEROJET-GENERAL CORPORATION

UNITED STATES OF AMERICA

By: *Ralph E. Clark*
Ralph E. Clark
Executive Vice President,
Aerojet Nevada,
A Division of Aerojet-
General Corporation

By: *Susan Rice*
Acting Assistant Secretary for
Fish and Wildlife and
Parks
Department of the Interior

7-13-88

Date

7-14-88

Date

By: *James E. Carson*
Acting Assistant Secretary for
Land and Minerals
Management
Department of the Interior

7/14/88

Date

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) ss.
)

On this 13th day of July, in the year 1988, before me, the undersigned, a Notary Public, personally appeared Ralph E. Clark known to me to be the Executive Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal this 13th day of July, 1988.

Elizabeth A. Jasty
Notary Public

My commission expires:
My Commission Expires June 14, 1989

ACKNOWLEDGEMENT

UNITED STATE OF AMERICA)
) ss.
DISTRICT OF COLUMBIA)

THIS IS TO CERTIFY that on this 14th day of July, 1988, before me the undersigned, a Notary Public in and for the District of Columbia, duly commission and sworn, personally appeared Juan Rhee to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Juzay C. Temple

Notary Public in and for the District of Columbia, residing at 1025 Penn Ave NW WDC 20336.
My commission expires June 30, 1989

ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on this 14th day of July, 1988, before me the undersigned, a Notary Public in and for the District of Columbia, duly commission and sworn, personally appeared James P. [unclear] to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Juzay C. Temple

Notary Public in and for the District of Columbia, residing at 1025 Penn Ave NW WDC 20336.
My commission expires June 30, 1989

Exhibit A
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LEGAL DESCRIPTION: AEROJET-GENERAL CORPORATION
DADE COUNTY, FLORIDA

<u>SECTION-TOWNSHIP-RANGE</u>	<u>ACRES</u>	<u>DESCRIPTION</u>
17-58-38	397.04±	ALL THAT PART OF SECTION LYING NORTHEASTERLY OF C-111-6 CANAL R/W.
17-58-38	222.70±	ALL THAT PART OF SECTION LYING SOUTHWESTERLY OF C-111-6 CANAL R/W.
18-58-38	.58±	THAT PART OF SECTION LYING BETWEEN EAST LINE OF SECTION AND C-111-6 CANAL R/W IN NORTHEAST 1/4 OF NORTHEAST 1/4.
18-58-38	370.54±	ALL SECTION LYING WESTERLY OF THE C-111-6 CANAL R/W AND EASTERLY OF STRUCTURE #175 AND 150 FEET R/W FOR LEVEE L-31-W-2, LESS THE NORTH 1/4 OF THE NORTHWEST 1/4 AND THE EAST 200 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 AND LESS THE WEST 1/2 OF THE EAST 1/2.
19-58-38	357.48±	ALL THE SECTION LYING EASTERLY OF THE 150 FEET LEVEE 31-W-2 R/W, LESS THE EAST 200 FEET OF THE WEST 1/2 AND LESS THE WEST 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4.
20-58-38	.25±	THAT TRIANGULAR PART LYING IN THE NORTHEAST CORNER OF SECTION AND NORTHEASTERLY OF C-111-6 CANAL R/W.

Exhibit A
Page 2 of 3

<u>SECTION-TOWNSHIP-RANGE</u>	<u>ACRES</u>	<u>DESCRIPTION</u>
20-58-38	406.93±	ALL OF NORTH 1/2 OF SECTION LYING SOUTHWESTERLY OF C-111-6 CANAL R/W AND THE NORTH 1/2 AND THE SOUTHEAST 1/4.
21-58-38	285.42±	ALL THAT PART OF SECTION LYING WESTERLY OF C-111-E-1 CANAL R/W AND NORTHEASTERLY OF C-111-6 CANAL R/W.
21-58-38	201.30±	THAT PART OF SECTION LYING SOUTHWESTERLY OF C-111-6 CANAL R/W, LESS SOUTH 1/2 OF THE SOUTHWEST 1/4 AND LESS THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4.
22-58-38	636.91±	ALL SECTION LESS WEST 92 FEET M/L FOR C-111-E-1 CANAL AND LESS PART IN SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 FOR C-111-6 CANAL R/W.
23-58-38	624.18±	ALL LESS NORTH 30 FEET FOR ROAD R/W AND LESS PART FOR C-11 CANAL R/W.
24-58-38	569.37±	ALL, LESS THE SOUTH 1600 FEET OF THE NORTH 1800 FEET, THE EAST LINE BEING 660 FEET WEST OF THE EAST SECTION LINE, AND LESS THE 110 FEET ACCESS CORRIDOR 1219.85 FEET WEST OF SECTION LINE AND LESS THE ROAD R/W FOR SOUTHWEST 424TH THE STREET.
30-58-38	240.00±	THE EAST 3/4 OF THE EAST 1/2.

Exhibit A
Page 3 of 3

<u>SECTION-TOWNSHIP-RANGE</u>	<u>ACRES</u>	<u>DESCRIPTION</u>
31-58-38	240.00±	THE EAST 3/4 OF THE EAST 1/2.
29-58-39	43.00±	ALL LYING WEST OF R/W US#1.
30-58-39	85.00±	ALL LYING EAST OF C-109 CANAL R/W PER OR 6637-455 & LESS PART FOR US#1 R/W.
31-58-39	29.16±	ALL LYING EAST OF C-109 CANAL R/W PER OR 6637-455.
32-58-39	124.24±	ALL LYING WESTERLY OF US#1 R/W.
8-59-39	135.67±	EAST 1/2 OF SECTION 8 LYING WEST OF US#1 LESS DB 4174-48.
5-59-38	31.00±	THE NORTH 2046 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4.
6-59-38	93.00±	THE NORTH 2046 FEET OF THE EAST 3/4 OF THE NORTHEAST 1/4.

containing 5093.77 acres, more or less.

LEGAL DESCRIPTION - COYOTE SPRINGS

LEASE LAND:

Mount Diablo Meridian, Nevada

T. 11 S., R. 63 E.,

secs. 19, 30, 31, that portion lying easterly of the centerline of U.S. Highway 93 and the western boundary of the transmission corridor, that boundary being 1/2 mile easterly from the centerline of U.S. Highway 93.

T. 12 S., R. 63 E.,

sec. 4, all;
secs. 5, 9, 16,
21, 28, 33, that portion lying easterly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93;

sec. 6, that portion of the N1/2N1/2 lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93;

sec. 15, all;
sec. 22, all;
sec. 23, SW1/4;
sec. 26, W1/2;
sec. 27, all;
sec. 34, all;
sec. 35, all.

T. 13 S., R. 63 E.,

sec. 1, W1/2W1/2E1/2, W1/2;
sec. 2, all;
secs. 3, 4, 10,
15, that portion lying easterly of the eastern boundary of the transmission corridor, that

Exhibit B
Page 2 of 7

LEGAL DESCRIPTION - COYOTE SPRINGS

LEASE LAND (Cont'd)

sec. 11, all;
sec. 12, all;
sec. 13, all;
sec. 14, all;
sec. 22, that portion lying northerly of a boundary 1/2 mile from the centerline of State Highway 168 and easterly of the eastern boundary of the transmission corridor; that boundary being 1 1/2 miles easterly of the centerline of U.S. Highway 93;

secs. 23, 24, that portion lying northerly of a boundary 1/2 mile from the centerline of State Highway 168.

containing approximately 13,767 acres

LEGAL DESCRIPTION - COYOTE SPRINGS
PATENT
(SURVEYED AND CAN BE DESCRIBED BY ALIQUOT PART)

Mount Diablo Meridian, Nevada

T. 11 S., R. 63 E..

- sec. 13, S1/2;
- sec. 20, all;
- sec. 21, all;
- sec. 22, all;
- sec. 23, all;
- sec. 24, all;
- sec. 25, all;
- sec. 26, all;
- sec. 27, all;
- sec. 28, all;
- sec. 29, all;
- sec. 32, all;
- sec. 33, all;
- sec. 34, all;
- sec. 35, all;
- sec. 36, W1/2.

T. 12 S., R. 63 E..

- sec. 1, lots 3, 4, S1/2NW1/4, SW1/4;
- sec. 2, lots 1-4, S1/2N1/2, S1/2;
- sec. 3, lots 1-4, S1/2N1/2, S1/2;
- sec. 8, all;
- sec. 10, all;
- sec. 11, all;
- sec. 12, W1/2W1/2;
- sec. 13, W1/2;
- sec. 14, all;
- sec. 17, all;
- sec. 20, all;
- sec. 23, N1/2, SE1/4;
- sec. 24, W1/2;
- sec. 25, all;
- sec. 26, E1/2;
- sec. 36, all.

T. 13 S., R. 63 E..

- sec. 1, lot 1, E1/2SW1/4NE1/4, SE1/4NE1/4,
E1/2W1/2SE1/4, E1/2SE1/4;
 - sec. 9, all;
 - sec. 16, all.
- containing 19,422.57 acres

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LEGAL DESCRIPTION - COYOTE SPRINGS

INTERIM CONVEYANCE

Mount Diablo Meridian, Nevada

T. 11 S., R. 63 E.,

secs. 19, 30, 31, that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93.

T. 12 S., R. 63 E.,

sec. 6, that portion lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93, excluding that portion of the N1/2N1/2 lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor; and that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93;

secs. 5, 9, 16,
21, 28, 33, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

secs. 7, 18, 19,
29, 30, 32, all lying easterly of the centerline of U.S. Highway 93.

INTERIM CONVEYANCE (Cont'd)

T. 13 S., R. 63 E.,

- sec. 1, E1/2 of lot 2;
- secs. 3, 10, 15, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.
- sec. 4, all except that portion lying easterly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93;
- secs. 5, 8, 17, that portion lying easterly of the centerline of U.S. Highway 93.
- sec. 20, all lying easterly of the centerline of U.S. Highway 93 and northerly of State Highway 168;
- secs. 21, 25, 26, all lying northerly of the centerline of State Highway 168;
- sec. 22, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93; and that portion lying northerly to a boundary 1/2 mile from the centerline of State Highway 168;
- sec. 23, 24, that portion lying northerly to a boundary 1/2 mile from the centerline of State Highway 168.

T. 12 S., R. 64 E.,

- sec. 31, W1/2SW1/4.

Exhibit B
Page 6 of 7

INTERIM CONVEYANCE (Cont'd)

T. 13 S., R. 64 E.,

- sec. 6, W1/2;
- sec. 7, W1/2, W1/2SE1/4;
- sec. 18, all;
- sec. 19, all;
- sec. 30, that portion lying northerly to a boundary 1/2 mile from the centerline of State Highway 168.

containing approximately 9,633 acres

Exhibit B
Page 7 of 7

LEGAL DESCRIPTION - GARFIELD FLAT

PATENT
SURFACE AND MINERAL ESTATE

Mount Diablo Meridian, Nevada

T. 6 N., R. 33 E.,

- sec. 10, all;
- sec. 11, all;
- sec. 12, all;
- sec. 13, all;
- sec. 14, E1/2;
- sec. 15, W1/2;
- sec. 21, all;
- sec. 22, W1/2, S1/2SE1/4;
- sec. 23, E1/2, S1/2SW1/4;
- sec. 24, E1/2, W1/2NW1/4, NE1/4NW1/4,
N1/2SE1/4NW1/4; SE1/4SE1/4NW1/4;
SW1/4;
- sec. 25, all;
- sec. 26, NE1/4, W1/2, NE1/4SE1/4,
W1/2SE1/4;
- sec. 27, all;
- sec. 34, all;
- sec. 35, NE1/4NE1/4, W1/2, W1/2SE1/4,
SE1/4SE1/4;
- sec. 36, all.

containing 8,910 acres

MINERAL ESTATE

T. 6 N., R. 33 E.,

- sec. 14, W1/2;
- sec. 15, E1/2;
- sec. 22, NE1/4, N1/2SE1/4;
- sec. 23, NW1/4, N1/2SW1/4;
- sec. 24, SW1/4SE1/4NW1/4.

containing 1,130 acres

Exhibit C
Page 1 of 3

LEGAL DESCRIPTION - COYOTE SPRINGS

INTERIM CONVEYANCE

Mount Diablo Meridian, Nevada

T. 11 S., R. 63 E.

secs. 19, 30, 31, that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93.

T. 12 S., R. 63 E.

sec. 6, that portion lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93, excluding that portion of the N1/2N1/2 lying between the centerline of U.S. Highway 93 and the western boundary of the transmission corridor; and that portion lying easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the centerline of U.S. Highway 93;

secs. 5, 9, 16,
21, 28, 33, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

secs. 7, 18, 19,
29, 30, 32, all lying easterly of the centerline of U.S. Highway 93.

Exhibit C
Page 2 of 3

INTERIM CONVEYANCE (Cont'd)

T. 13 S., R. 63 E.,

sec. 1, E1/2 of lot 2;

secs. 3, 10, 15, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

sec. 4, all except that portion lying easterly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93;

secs. 5, 8, 17, that portion lying easterly of the centerline of U.S. Highway 93.

sec. 20, all lying easterly of the centerline of U.S. Highway 93 and northerly of State Highway 168;

secs. 21, 25, 26, all lying northerly of the centerline of State Highway 168;

sec. 22, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93; and that portion lying northerly to a boundary 1/2 mile from the centerline of State Highway 168;

sec. 23, 24, that portion lying northerly to a boundary 1/2 mile from the centerline of State Highway 168.

T. 12 S., R. 64 E.,

sec. 31, W1/2SW1/4.

Exhibit C
Page 3 of 3

INTERIM CONVEYANCE (Cont'd)

T. 13 S., R. 64 E.,

sec. 6, W1/2;
sec. 7, W1/2, W1/2SE1/4;
sec. 18, all;
sec. 19, all;
sec. 30, that portion lying northerly to a
boundary 1/2 mile from the
centerline of State Highway 168.

containing approximately 9,633 acres

Exhibit D
Page 1 of 2

COYOTE SPRING VALLEY
HYDROLOGIC TEST AND OBSERVATION WELLS

<u>Location</u>	<u>Type of Well</u>	<u>BLM Serial Number</u>
T. 12 S., R. 63 E., Section 29: SE 1/4 NW 1/4	Test	N-40004
T. 12 S., R. 63 E., Section 29: SE 1/4 NW 1/4	Observation	N-40005
T. 13 S., R. 63 E., Section 23: SE 1/4 SE 1/4	Carbonate Test (Well #4)	N-40006
T. 13 S., R. 63 E., Section 23: SE 1/4 SE 1/4	Carbonate Test (Well #5)	N-40007

MONITORING BORINGS

<u>Location</u>	<u>Total Depth Drilled (Feet)</u>	<u>Depth water (Feet)</u>	<u>BLM Serial Number</u>
T.13 S., R. 63 E., Sec. 5: NE1/4 SW1/4	162	Dry	N-40078
T. 13 S., R. 63 E., Sec. 8: SE1/4 NW1/4	51	Dry	N-40079
T. 13 S., R. 63 E., Sec. 14: SW1/4 NW1/4	50.5	Dry	N-40080
T.13 S., R. 63 E., Sec. 17: NE1/4 NE1/4	160	Dry	N-40081
T.13 S., R. 63 E., Sec. 21: SW1/4 SW1/4	50	Dry	N-40082
T.13 S., R. 63 E., Sec. 21: SE1/4 SW1/4	100	Dry	N-40083

Exhibit D
Page 2 of 2MONITORING BORINGS

<u>Location</u>	<u>Total Depth Drilled (Feet)</u>	<u>Depth water (Feet)</u>	<u>BLM Serial Number</u>
T.13 S., R. 63 E., Sec. 22: SW1/4 SE1/4	51	Dry	N-40084
T.13 S., R. 63 E., Sec. 23: SW1/4 SE1/4	50.5	Dry	N-40085
T.13 S., R. 63 E., Sec. 33: NE 1/4 SW1/4	50	Dry	N-40086
T.12 S., R. 63 E., Sec. 28: NE1/4 NE1/4	50	Dry	N-40087
T.12 S., R. 63 E., Sec. 29: SE1/4 NW1/4	100	Dry	N-40088
T.12 S., R. 63 E., Sec. 34: SE1/4 SW1/4	106	Dry	N-40089
T.12 S., R. 63 E., Sec. 36: NW1/4 NE1/4	50	Dry	N-40090
T.11 S., R. 63 E., Sec. 14: NE1/4 NE1/4	52	Dry	N-40091
T.11 S., R. 63 E., Sec. 15: SW1/4 SW1/4	101.5	Dry	N-40092
T.11 S., R. 63 E., Sec. 34: SW1/4 SW1/4	100	Dry	N-40093

AEROJET STIPULATIONS

1. Aerojet shall establish an Environmental Advisory Committee ("EAC") for the purpose of informing members of the EAC of Aerojet's construction plans and other on-site activities concerning the Coyote Spring Land. Aerojet shall invite representatives of the U.S. Fish and Wildlife Service ("FWS"), the U.S. Bureau of Land Management ("BLM"), the Nevada Department of Wildlife, and other agencies and citizen's groups which Aerojet may deem appropriate to serve as members of the EAC. The EAC shall be convened to meet on occasions deemed necessary by Aerojet.

2. In any emergency response plan required by local, state or federal statutes, or regulations, Aerojet in conjunction with FWS shall request that such plans give specific consideration to measures intended to minimize any harm to federally-listed endangered or threatened species as a result of accidental releases of materials regulated by the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 9601-9675 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA").

Exhibit E
Page 2 of 7

Further, in the event of an accidental release by Aerojet of any hazardous substance regulated by CERCLA or SARA, in addition to any other notification required by law, Aerojet shall immediately notify a designated representative of the FWS and Aerojet shall cooperate with the FWS to minimize any threat, arising from such release, to federally-listed threatened or endangered species.

3. Upon commencement of construction activities by Aerojet on the Coyote Spring Land, Aerojet shall place a reasonable number of signs on the land, not to exceed twenty in the aggregate, along Old Highway 93, U.S. Highway 93, State Highway 168 and the Kane Springs Road to warn motorists of bighorn sheep and desert tortoise migration routes and to ask motorists to drive with care.
4. Aerojet shall post and enforce reasonable speed limits along Old Highway 93 on the Coyote Spring Land and, except in cases of emergency or for public safety, shall ban all recreational off-road and all-terrain vehicles from said land.
5. Aerojet shall implement measures to relocate desert tortoises found on construction sites of the Coyote Spring Land and shall fence construction areas to

Exhibit E
Page 3 of 7

discourage the return of tortoises to those areas. Aerojet shall also fence those portions of roads on the Coyote Spring Land which pass through areas identified in the Aerojet Environmental Report, dated February, 1987, to be high-density tortoise habitats to protect the tortoise population and minimize "road-kills." Further, Aerojet shall provide an education program for its employees designed to heighten their awareness of the danger to, and to enlist their cooperation in the protection of, the desert tortoise.

6. Aerojet shall consider the historical migration routes of bighorn sheep in making decisions concerning the location of its fences, entrance route, and entrance gate near the southeast corner of the Coyote Spring Land.
7. To further the protection of all wildlife inhabiting Aerojet lands, Aerojet shall authorize the Nevada Department of Wildlife to maintain at the Department's expense the wildlife guzzlers now located in the Pahranaagat Wash on the Coyote Spring Land and shall allow representatives of the Nevada Department of Wildlife to come on the land to inspect the guzzlers and to monitor wildlife usage of same. Aerojet shall also reimburse the Nevada Department of Wildlife for the cost of installing an additional ten wildlife

Exhibit E
Page 4 of 7

guzzlers on land elsewhere in Nevada.

8. In order to locate, identify, determine the effects upon, and mitigate the effects upon archaeological and historical cultural resources on the Nevada Land (as defined in the Agreement), Aerojet agrees:

a) That within two (2) years of the date Aerojet acquires the Nevada Land, it shall develop a cultural resources management plan (Plan) to guide archaeological and historical activities.

The Plan shall include:

- (i) the compilation and review of existing archaeological, historical and cultural information as it relates to the Nevada Land;
- (ii) the development of a project area map (Activity Map) that defines areas and level of anticipated Aerojet activities;
- (iii) the development of a long term program that establishes appropriate study methods for the Plan including level of investigation, testing, analysis, recording, and the development of a

Exhibit E
Page 5 of 7

schedule for implementing these methods in each of the different areas identified on the Activity Map; and

(iv) the establishment of significant, defensible research questions to be addressed during data recovery activities. Such questions shall be developed with reference to the Advisory Council of Historic Preservation's Handbook, Treatment of Archaeological Properties and the Archaeological Element of the Nevada State Historic Preservation Plan. Means of revising and updating the identified research questions shall also be outlined.

b) That, prior to any land disturbing activity, an archaeological survey of the project's area of environmental impact shall be conducted, taking into account the professional standards identified in the Advisory Council of Historic Preservation's current Manual of Mitigative Measures. If the survey results in the

Exhibit E
Page 6 of 7

discovery of properties that may be eligible for the National Register of Historic Places because they potentially could produce information important to the study of history or prehistory, Aerojet shall ensure that such properties are reported on and worked on in accordance with these stipulations.

- c) That where prudent and feasible, Aerojet shall avoid adverse effects on historic and cultural properties through project facility design or by other means.
- d) That all final archaeological reports resulting from actions taken pursuant to the stipulations shall be provided to the National Park Service and shall be responsive to the contemporary professional standards identified in the aforesaid Manual of Mitigative Measures. Precise locational data may be provided in a separate appendix if it appears that its release could jeopardize archaeological sites.
- e) That all final reports of activities carried out pursuant to these stipulations shall be provided to the Nevada State Historic Preservation Officer and, upon request, to other

Exhibit E
Page 7 of 7

interested parties.

- f) That all historic, architectural, and archaeological work conducted pursuant to these stipulations shall be carried out by or under the direct supervision of persons meeting the appropriate qualifications set forth in the Department of the Interior's Professional Qualifications.
- g) That these stipulations shall be performed by Aerojet's personnel and subcontractors and that such persons shall be advised against illegal collection of historic and prehistoric materials.
- h) That Aerojet shall consult with groups, agencies and organizations that have cultural ties to the Nevada Land in order to identify locations and issues of concern to them and to work with these groups in resolving conflicts. Aerojet shall take the concerns of these groups into consideration during the implementation of these stipulations.

COPY

No. 89198

FILED AND RECORDED AT REQUEST OF
Hill Cassas delipkau & Erwin

July 29, 1955

AT 1 MINUTES PAST 1 O'CLOCK
P. M. IN BOOK 80 OF OFFICIAL

RECORDS, PAGE 5-3 LINCOLN
COUNTY, NEVADA.

FRANK C. HULSE
COUNTY RECORDER

By Mara Cordis, Deputy