

Form 1860-¹
(January 1918)

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-66131

WHEREAS

The Lincoln County School District

is entitled to a land patent pursuant to the Act of June 14, 1926, as amended (43 U.S.C. 869-869-4), for the following-described lands:

Mount Diablo Meridian, Nevada

T. 1 N., R. 67 E.,
sec. 22, NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$.

Containing 10.0 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the Lincoln County School District, in the above-described lands; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the Lincoln County School District, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way for ditches or canals by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945); and
2. All mineral deposits in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same under applicable law and regulations to be established by the Secretary of the Interior.

Patent No. 27-2002-0028

N-66131

SUBJECT TO:

- 1 Valid existing rights;
- 2 Those rights for overhead 69kV power distribution line purposes which have been granted to Lincoln County Power, Inc., its successors or assigns, by right-of-way No. CC-020073, pursuant to the Act of December 21, 1928 (43 U.S.C. 617D);
- 3 Those rights for telephone transmission line purposes which have been granted to Lincoln County Telephone System, its successors or assigns, by right-of-way No. N-01037, pursuant to the Act of February 15, 1901 (43 U.S.C. 959); and
- 4 Those rights for federal highway purposes which have been granted to the Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-042795, pursuant to the Act of November 9, 1921 (42 Stat. 0216).

By accepting this patent, the patentee, the Lincoln County School District, agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgements of any kind or nature arising from the past, present, and future acts or omissions of the patentee, its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee, its employees, agents, contractors, or lessees, or third party arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws and regulations which are now, or may in the future become, applicable to the real property; (2) Judgements, claims or demands of any kind assessed against the United States; (3) Costs, expenses, damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws were generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) Or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of competent jurisdiction.

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

Patent No. 27-2002-0029

N-66131

Provided that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the patentee or its approved successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan.

Provided further that the Secretary of the Interior may take action to revert title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation, lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations:

- (1) The patentee or its successor in interest shall comply and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and the requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
- (2) If the patentee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provisions of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.
- (3) The patentee, by acceptance of this patent, agrees for itself or its successors in interest that a declaration of termination in whole or in part of this grant shall at the option of the Secretary of his delegate, operate to revert in the United States full title to the lands involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
- (5) The patentee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.

Patent No. 27-2002-0029



N-66131

Page 4 of 4

(6) The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.

(7) The assurances and covenant required by sections (1) - (6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

NO. 118111

FILED AND RECORDED AT REQUEST OF
LINCOLN COUNTY SCHOOL DIST.

MAY 8, 2002

AT 42 MINUTES PAST 11 O'CLOCK

AM IN BOOK 163 OF OFFICIAL

RECORDS PAGE 296 LINCOLN
COUNTY NEVADA

LESLIE BOUTHER

COUNTY RECORDER

BY Denise Seese DEPUTY

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 RENO, NEVADA, the TWENTIETH day of FEBRUARY in the year of our Lord TWO THOUSAND and TWO and of the Independence of the United States the two hundred and TWENTY-SIXTH.

By Jim Stobaugh
Jim Stobaugh
Lands Team Lead

Patent No. 27-2002-0029

BOOK 163 PAGE 299

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)

- a) _____
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Family Res.
- c) Condo/Townhouse
- d) 2-4 Plex
- e) Apartment Building
- f) Commercial /Ind'l
- g) Agriculture
- h) Mobile Home
- i) other _____

FOR RECORDERS OPTIONAL USE ONLY	
Document / Instrument #	118111
Book:	163
Page:	296-299
Date of Recording:	May 8, 2002
Notes:	

- 3. Total Value / Sales Price of Property \$ _____
- Deed In Lieu Only (value of forgiven debt) \$ _____
- Taxable Value \$ _____
- Real Property Transfer Tax Due: \$ _____

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption, per NRS 375.090, section: 14
 - b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name _____

Address _____

City _____

State _____ Zip _____

Print Name Lincoln County School District

Address P.O. Box 188 435 Heaps St

City Panaca

State Nevada Zip 89042

COMPANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT BUYER OR SELLER)

Co. Name _____ Esc. # _____

Address _____

City _____ State _____ Zip _____

(As a public record, this form may be recorded / microfilmed)