

Form 1840-9
(January 1960)

The United States of America
To all to whom these presents shall come, Greeting:

Patent

N-66421

WHEREAS

The City of Caliente

is entitled to a land patent pursuant to Section 203 and Section 209 of the Act of October 21, 1976 (43 U.S.C. 1713 and 1719, respectively), as amended, for the following described land:

Mount Diablo Meridian, Nevada

T. 4 S., R. 66 E.,
sec. 12, S½NE¼NE¼SE¼, SE¼SE¼NE¼,
E½NE¼NE¼SE¼,
E½NW¼NE¼NE¼SE¼,
E½SW¼NE¼NE¼SE¼,
NE¼SE¼NE¼SE¼.

T. 4 S., R. 67 E., sec. 7, lots 3 and 4.

Containing 105.21 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the City of Caliente, 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 City of Caliente, 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 pursuant to the Act of August 30, 1890 (43 U.S.C. 945); and

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2. All the oil, and gas, geothermal steam and associated geothermal resources in the lands so patented pursuant to the Act of October 21, 1976 (43 U.S.C. 1719), including, without limitation, substances subject to disposition under the general mining law, general mineral leasing laws, Minerals Act and Geothermal Steam Act, and to it, its permittees, licensees, lessees, and mining claimants, 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, underground, open pit or surface mining operations, storage and transportation facilities deemed reasonably necessary.

Unless otherwise provided by separate agreement with the surface owner, mining claimants, 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 mining claimants, permittees, licensees and lessees of the United States; and the United States shall not be liable for the acts or omissions of its mining claimants, permittees, licensees and lessees.

SUBJECT TO:

1. Valid existing rights;
2. Those rights for fiber optics cable purposes which have been granted to Lincoln Communications, Inc., its successors and assigns, by right-of-way No. N-51901, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
3. Those rights for federal aid highway purposes which have been granted to State of Nevada Department of Transportation, its successors and assigns, by right-of-way No. Nev-042811, pursuant to the Act of August 27, 1958 (23 U.S.C. 317(A)).

By accepting this patent, the patentee, the City of Caliente, 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 or 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 and its employees, agents, contractors, or lessees, or any 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 that are now or may in the future become, applicable to the real property;

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(2) Judgements, claims or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; off, on, into or under land, property and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are 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; or (6) 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 has been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

FILED FOR RECORDING
AT THE REQUEST OF
City of Caliente
2008 FEB 25 AM 10 08
F. P. FLETCHER, COUNTY CLERK
CLERK

119813

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, at RENO, NEVADA, the THIRTEENTH day of FEBRUARY in the year of our Lord TWO THOUSAND and THREE and of the Independence of the United States the two hundred and TWENTY-SEVENTH.

By Jim Stobaugh
Jim Stobaugh
Lands Team Lead
Natural Resources, Lands, and Planning

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State of Nevada Declaration of Value

1. Assessor Parcel Number(s)

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

2. Type of Property

- | | |
|---|--|
| n) <input type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Family Res. |
| c) <input type="checkbox"/> Condo/Townhouse | d) <input type="checkbox"/> 2-4 Plex. |
| e) <input type="checkbox"/> Apartment Building | f) <input type="checkbox"/> Commercial /Ind'l |
| g) <input type="checkbox"/> Agriculture | h) <input type="checkbox"/> Mobile Home |
| i) <input checked="" type="checkbox"/> other <u>INDUSTRIAL PARK</u> | |

FOR RECORDERS OPTIONAL USE ONLY	
Document / Instrument #	<u>119813</u>
Book: <u>171</u>	Page: <u>284, 286</u>
Date of Recording: <u>March 25, 2003</u>	
Notes:	

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

4. Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, section: _____
- 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 abandonment 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 1/4% per month. Pursuant to NRS 375.434, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Bryan P. Elkins Capacity: DIRECTOR, COMMUNITY DEVELOPMENT

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Print Name: CITY OF CALIENTE

Address: P.O. Box 1006

City: CALIENTE

State: NV Zip: 89008-1006

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

Co. Name: BRYAN P. ELKINS Est. #: _____

Address: P.O. Box 1006

City: CALIENTE State: NV Zip: 89008-1006

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