

FILED FOR RECORDING
AT THE REQUEST OF

The United States of America

To all to whom these presents shall come, Greeting:

Quentin Ence

2004 JAN 14 AM 8 53

Patent

LINCOLN COUNTY RECORDED
FEE 15⁰⁰ DEP
LESLIE BOUCHER

N-74587

WHEREAS

Jay Ence and Quentin Ence

are 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, and pursuant to Section 4(a) of the Lincoln County Land Act of 2000, Public Law 106-298, 114 Stat. 1046, *et seq.*, for the following described land:

Mount Diablo Meridian, Nevada

T. 12 S., R. 71 E.,
sec. 33, lots 1, 3;
sec. 34, lot 8.

Containing 112.22 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto Jay Ence and Quentin Ence, 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 Jay Ence and Quentin Ence, their 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
2. All leasable and saleable mineral deposits in the land 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, including all necessary access and exit rights.

SUBJECT TO:

1. Valid existing rights.

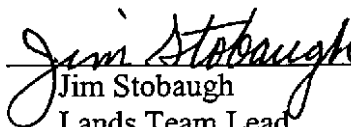
By accepting this patent, the patentees, Jay Ence and Quentin Ence, agree to indemnify, defend, and hold harmless the United States from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgements of any kind or nature arising from the past, present, and future acts or omissions of the patentees or their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the patentees'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 patentees and their 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; (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.

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 NINETEENTH day of NOVEMBER in the year of our Lord TWO THOUSAND and THREE and of the Independence of the United States the two hundred and TWENTY-EIGHTH.

By



Jim Stobaugh
Lands Team Lead

Natural Resources, Lands, and Planning