

122193

SCHEDULE 1
Right of Way No. N-77685

FILED FOR RECORDING
AT THE REQUEST OF

Marlene Delmue

2007 APR 23 PM 2 58

LINCOLN COUNTY CLERK

FEE \$7.00

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LESLIE BOONEN

COPY

**ASSIGNMENT OF RIGHT-OF-WAY GRANT/
TEMPORARY USE PERMIT, SERIAL NO. N-77685**

The undersigned, A. PETE DELMUE, for and in consideration of the mutual covenants and conditions contained herein, does hereby assign and transfer the United States Department of the Interior, Bureau of Land Management, Right-of-Way Grant/Temporary Use Permit, Serial No. N-77685 ("Right-of-Way, N-77685"), dated the 23rd day of April, 2004, to Tara Clark, of Clark County, Nevada; a copy of Right-of-Way, N-77685 is attached hereto as Schedule 1 and by this reference made a part hereof. As additional consideration for the assignment of Right-of-Way, N-77685, the following is provided by Tara Clark:

1. Tara Clark does hereby acknowledge, affirm and agree that the Right-of-Way, N-77685 was granted pursuant a Decision of the United States Department of Interior, Bureau of Land Management, Ely Field Office, dated the 17th day of March, 2004. (A copy of said Decision is attached hereto as Schedule 2 and by this reference made a part hereof).

2. Tara Clark does hereby acknowledge, affirm and agree that she is familiar with and understands all terms and conditions of said Right of Way, N-77685, including the obligations for rental payments and maintenance as contained in the Decision documents (Schedule 2) and the grant itself (Schedule 1).

3. Tara Clark does hereby agree to be bound by and to assume all obligations, all terms and conditions and all responsibilities as contained in said Right-of-Way, N-77685 (Schedule 1) and pursuant to the Decision (Schedule 2).

4. Tara Clark does hereby acknowledge, affirm and agree to indemnify A. Pete Delmue, his heirs, successors and assigns, from any and all claims of any nature, of any kind, made by the United States Department of the Interior, Bureau of Land Management, or any other party, private

or public, which said individual, person or party may make arising out of the use, maintenance, control and operation of said Right-of-Way, N-77685, including all costs of defense which may be incurred by A. Pete Delmue, at any time in the future.

5. Tara Clark does hereby agree that this agreement shall bind all parties hereto, their successors, heirs, personal representatives, and assigns. Nothing herein contained shall affect any restrictions on transfers or assignments set forth elsewhere in this agreement.

6. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without limitation, to the extent permitted by law. Any action to interpret or enforce this agreement shall be solely brought in the State of Nevada. The parties each consent to the jurisdiction of Nevada courts.

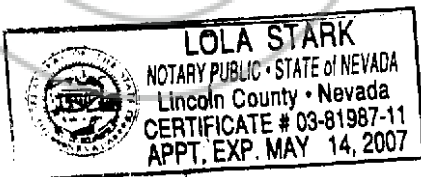
7. Any action between the parties hereto arising out of or connected with this assignment, the prevailing party in such action shall be awarded, in addition to any damages, injunctions, or other relief, his/her costs and expenses, not limited to taxable costs and a reasonable attorney's fees.

DATED this 23rd day of April, 2004.


A. PETE DELMUE

STATE OF NEVADA)
 : ss.
COUNTY OF Lincoln)

On the 23rd day of April, 2004, personally appeared before me A. PETE DELMUE, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.





NOTARY PUBLIC

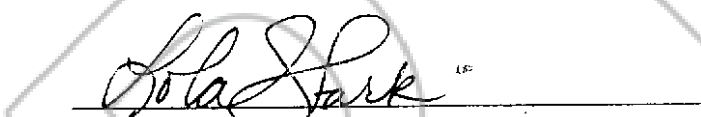
ACCEPTED AND ACKNOWLEDGED BY:


TARA CLARK

STATE OF NEVADA)
 : SS.
COUNTY OF Lincoln)

On the 23rd day of April, 2004, personally appeared before me TARA CLARK, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

 **LOLA STARK**
NOTARY PUBLIC • STATE of NEVADA
Lincoln County • Nevada
CERTIFICATE # 03-81987-11
APPT. EXP. MAY 14, 2007


NOTARY PUBLIC