

Official Record

Recording requested By  
MOHAVE COUNTY FLOOD CONTROL DISTRICT

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$45.00 Page 1 of 7  
RPTT: Recorded By: AE  
Book- 241 Page- 0196



0131451

APN 08-10-101

APN \_\_\_\_\_

APN \_\_\_\_\_

RIGHT OF WAY GRANT NV-84207

Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Mohave County Flood Control District Engineer  
Signature Title

Nicholas S. Hout  
Signature

4/14/2008  
Date

Grantees address and mail tax statement:

Mohave County Board of Supervisors  
PO Box 7000  
Kingman, AZ 86402



FORM 2800-14  
(August 1985)

Issuing Office  
Ely Field Office

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Bureau of Land Management  
FEB 25 2008

RECEIVED

Ely, NV

SERIAL NUMBER NV-84207

UPPER LIME MTN. 1506

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:  
  
 Mohave Co. Board of Supervisors  
 P.O. Box 7000  
 Kingman, AZ 86402  
  
 receives a right to construct, operate, maintain, and terminate a flood warning system right-of-way, located on public lands, described in Exhibit A, attached.
  - b. The right-of-way or permit area granted herein is 6 feet wide, and contains .25 acres, more or less.
  - c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
  - d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
  - e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.



3. Rental:

The Mohave County Board of Supervisors is exempt from cost recovery and rental fees.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Nick Hont

(Signature of Holder)

Flood Control District Engineer

(Title)

2/21/2008

(Date)

[Signature]  
(Signature of Authorized Officer)

AFM-NRA  
~~Acting~~ AFM Nonrenewable Resources

2-27-08  
(Effective Date of Grant)



0131451

Book: 241  
Page: 199

04/28/2008  
Page: 4 of 7

EXHIBIT - A  
Mohave Co. Board of Directors  
Weather Station  
N-84207  
LEGAL DESCRIPTION

Bureau of Land Management  
FEB 25 2008

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Ely, NV

Township	Range	Meridian	Section	Subdivision	Acres/Length
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T. 8 S.	R. 70 E.,	MDM	Sec. 1, Lot 3	E $\frac{1}{2}$ SE $\frac{1}{4}$	
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Acres .25

COPY



**Exhibit B**  
**Standard Stipulations**  
**Mohave County Board of Supervisors**  
**N-84207**

Bureau of Land Management  
FEB 25 2008

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Ely, NV

1. The holder of this right-of-way grant, or the holder's successor in interest, shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq) and the regulations of the Secretary of the Interior issued pursuant thereto.
2. Hereinafter, holder means any party granted this right-of-way and/or temporary use permit, its agents, contractors, representatives, or other persons directed by holder to construct, maintain, repair, restore, relinquish, abandon, modify, rehabilitate, or terminate this right-of-way, and holder's successors, or assigns.
3. This grant is subject to all valid rights existing on the effective date of this grant.
4. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
5. The holder shall maintain the right-of-way in a sanitary condition at all times during construction, maintenance or other operations during the term of this right-of-way. Any waste material, to include all discarded matter, will be disposed of promptly at a State of Nevada approved sanitary landfill site by the holder. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
6. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land should be immediately reported to the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and the authorized officer will make any decision as to proper mitigation measures after consulting with the holder.
7. Any relocation, additional construction, or use that is not in accord with the right-of-way grant, shall not be initiated without prior written approval of the authorized officer.
8. The holder shall conduct all activities directly or indirectly associated with the construction, maintenance, operation, and termination of the right-of-way within the authorized limits of the right-of-way
9. The holder shall be fully liable to the United States for any damage or injury incurred by the United States in connection with the use and occupancy of the right-of-way area by the holder. The holder shall fully indemnify the United States for liability, damage, or claims arising in connection with the holder's use and occupancy of the right-of-way area.
10. No less than 60 days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. The inspection will be held to agree to an acceptable termination (and rehabilitation) plan. The authorized officer must approve the plan in writing prior to the holder commencing any termination activities.
11. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmark and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the installing authority, if known. Where General Land Office or Bureau of



Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references, using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate office and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

12. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed to wet to adequately support construction equipment.
13. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock or facilities constructed within the right-of-way.
14. The holder shall make every effort to prevent causing any fire. The holder shall make every effort to contain and control any fire they cause. All wild fires within the operating area must be reported immediately to the Bureau of Land Management, Ely District Fire Dispatch Office, Ely, Nevada.
15. The holder agrees to indemnify the United States against any liability arising from the release or threatened release of any toxic substances on the right-of-way or resulting from activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
16. The Holder shall provide notice of any spills, accidents, or incidents involving release of a hazardous substance. In addition, the Holder shall immediately notify, the National Response Center (NRC) Duty Officer at 1-800-424-8802, and also within (4) four hours, notify the Bureau of Land Management, Ely District at 1-775-289-1800, and the Nevada Division of Emergency Management, Nevada Department of Environmental Protection at 1-775-885-4670.
17. If a release requiring response of emergency personnel and/or containment/clean-up crews occurs, the Holder is responsible to pay the costs associated with those activities. This does not preclude the Holder to attempt recovery of those costs civilly.
18. The authorized officer may suspend or terminate in whole, or in part, construction, maintenance, operation, or termination on the right-of-way, when in his judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
19. If large areas of silty soils are encountered along portions of the alignment, construction crews should avoid them if they are wet, however, if they are dry, construction equipment will travel at speeds less than 15 mph to avoid powdering out portions of the road with heavy traffic.
20. If range improvements are encountered and damaged as a result of construction of the proposed access road, the grant holder will make sure they are repaired and functional upon completion of the project.
21. In accordance with Instruction Memorandum dated 5/23/2001, actions, which may impact migratory birds, are not allowed during the critical nesting period. The critical nesting period is established as May 1 through July 15. Activities may not occur during this period without special authorization, and only after breeding bird surveys have been conducted by the field office wildlife team. If you wish to conduct



activities during this period, you must notify the Ely Field Office wildlife team a minimum of 30 days prior to the day you wish to begin in order for the required survey to be conducted. Authorization for construction during this breeding period will be contingent on the findings of the survey.

*Nick Hout*

Authorized Agent

*2/21/2008*

Date

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