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Right-of-Way Grant/Temporary Use Permit  
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)

Teresa Seavers Deputy Clerk  
Signature Title

Teresa Seavers  
Print

4/6/2010  
Date

Grantees address and mail tax statement:

Lincoln County  
P.O. Box 90  
Pioche, NV 89043



FORM 2800-14  
(August 1985)

Issuing Office  
Caliente Field Office

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

RECEIVED

MAR 21 2010

Bureau of Land Management  
Burlingame, NV

SERIAL NUMBER NV-29801

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:

Lincoln County Commissioners  
Attn: Paul Mathews  
PO Box 90  
Pioche, NV 89043

receives a right to renew, an access road right-of-way, located on public lands, described in Exhibit A, attached.

b. The right-of-way or permit area granted herein is 100 feet wide, 2.15 miles long and contains 26.06 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:

In accordance with 43 CFR 2806.14(2) and 43 CFR 2804.16 (a), Lincoln County has been determined to be rental and cost recovery exempt.

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.

*Paul Mathias*  
(Signature of Holder)

*V. B.*  
(Signature of Authorized Officer)

*Chairman - BCL*  
(Title)

*Field Manager*  
FM Caliente Field Office

*3-22-10*  
(Date)

*3-25-2010*  
(Effective Date of Grant)

March 16, 2010

N-29801

**EXHIBIT A**  
**STIPULATIONS****Lincoln County Road ROW Renewal**

1. In case of change of address, the Holder shall immediately notify the BLM Authorized Officer.
2. This grant is subject to all valid rights existing on the effective date of this grant.
3. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development that accompanied the Application and was approved and made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
4. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued 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.
5. 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.
6. Holder may not construct or make new access roads or travel cross-county by vehicle to reach the grant area unless prior written approval is given by the Authorized Officer.
7. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony discovered by the permit holder, or any person working on their behalf, during the course of activities on Federal land, shall be immediately reported to the authorized officer by telephone, with written confirmation. The permit holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery has been made by the authorized officer.

For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the authorized officer.

8. 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 benchmarks 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 respective 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 in the United States, latest edition. The holder shall record such survey in the appropriate county 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.

9. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Where possible and if needed, topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
10. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
11. All design, material, and construction; and operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
12. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The Holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
13. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
14. The holder of Right-of-Way No. N-29801 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's 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.
15. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.
16. During the period of May 1 through October 1 of each year, holder should consider using spark arresters on vehicles and equipment in the project area, due to the potential for fire ignition from project related activities. This includes emission of hot carbon particles from diesel powered equipment, improperly equipped or poorly operating exhaust systems on gas powered vehicles and direct contact of wildland fuels with catalytic converters. Individuals, groups, businesses or corporations found responsible for the ignition of a wildfire may be held liable for the costs associated with the suppression of that fire.

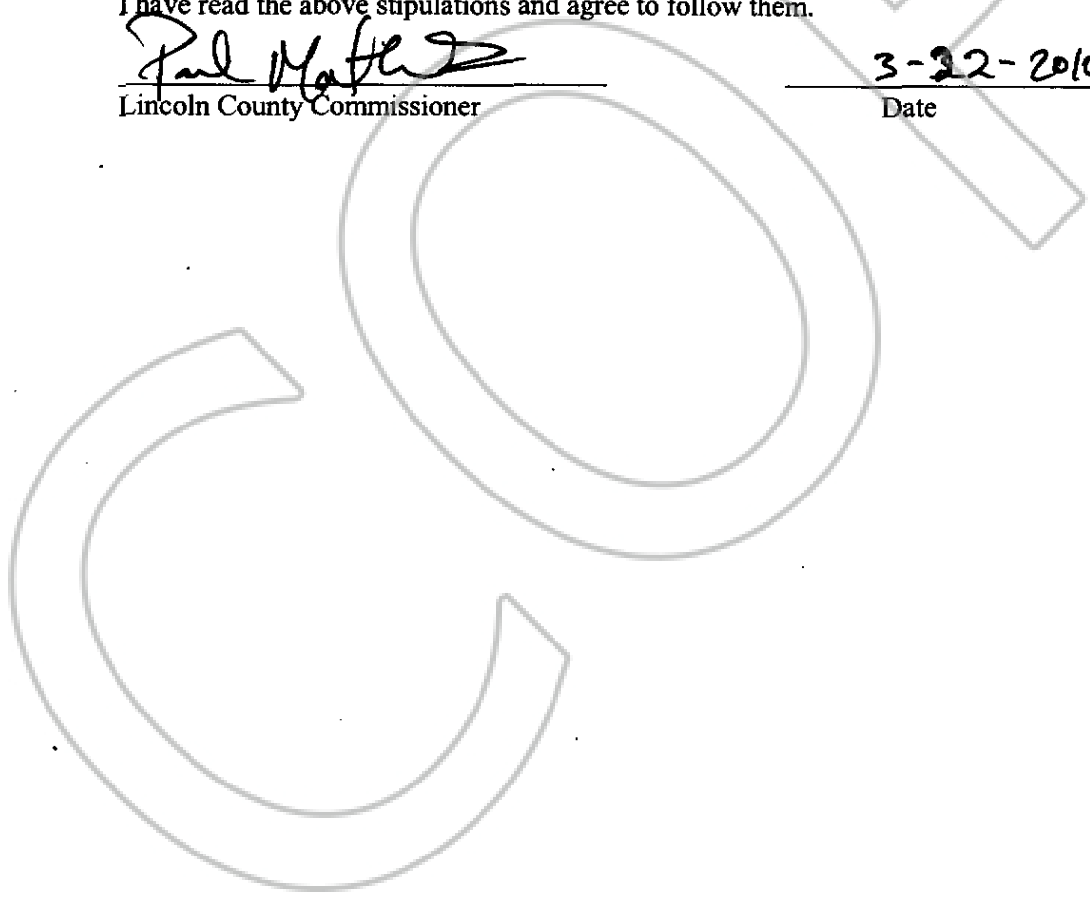


- 17. In accordance with federal regulations in 43 CFR 2807.21 any proposed transfer of any right or interest in the right-of-way grant shall be filed with the BLM authorized officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the authorized officer.
  
- 18. In the event that the public land underlying the right-of-way N-29801 encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

I have read the above stipulations and agree to follow them.

Paul Mathis  
Lincoln County Commissioner

3-22-2010  
Date





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Attachment "A" for N-29801

**MOUNT DIABLO MERIDIAN**

T. 11 S., R. 66 E.

sec. 18: All  
sec. 19: All  
sec. 30: All

