

Official Record

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LINCOLN COUNTY COMMISSIONERS

Lincoln County - NV

Leslie Boucher - Recorder

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Recreation or Public Purposes Lease  
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)

J Seevens Deputy Clerk  
Signature Title

T Seevens  
Print

6-18-10  
Date

Grantees address and mail tax statement:

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



Form 2912-1  
(May 2001)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number

N-26442-01

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this **25th** day of **April**, 20 **10**, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

**Lincoln County Commissioners, P.O. Box 685, Pioche, Nevada, 89043**

, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

**Mount Diablo Meridian, Nevada**  
**T 7S., R 61E.,**  
**Section 17, N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$**

containing **20** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **1** years, the rental to be \$ **40.00** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

**A Solid Waste Disposal Site (Alamo)**

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

- Sec. 3. The lessor reserves the right of entry, or use, by
- (a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;
  - (b) Federal agents and game wardens upon the leased area on official business;
  - (c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

- (a) To improve and manage the leased area in accordance with the plan of development and management designated as **September 28, 1981**

and approved by an authorized officer on **01/18/1982** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

- (b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.



(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

See Terms and Conditions:

Addendum, which is attached hereto

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

*Paul Mathews*

(Signature of Lessee's Authorized Officer)

*[Signature]*

(Signature of Witness)

5-17-10

(Date)

THE UNITED STATES OF AMERICA

By *[Signature]*

(Authorized Officer)

*Field Manager*

(Title)

6.16.2010

(Date)

**Addendum to Recreation and Public Purposes Lease**

The lease of the herein described land is also subject to the following conditions and limitations:

1. Insofar as Lincoln County is now or becomes legally authorized to do so, it shall hold the United States, its officers and employees harmless from and indemnify them against any damage, injury, or liability resulting from the construction, operation, or maintenance of the Alamo landfill **N-26442**, being authorized by this lease, including but not limited to any liability which the United States may have as owner of the land which is the subject of this lease. Should a determination be made by any legally authorized authority that any waste or other substance has been discharged into the sanitary landfill in violation of any applicable Federal, State, or local laws, Lincoln County shall take all steps necessary: (1) to abate such waste or other discharge; (2) to remove and properly dispose of such waste or other substances off the leased property; and (3) to take all other remedial actions as may be required by any competent authority, including the Authorized Officer, Bureau of Land Management (BLM). Such remedial action shall be taken without any expense to the United States and to the satisfaction of the Authorized Officer, BLM.
2. The Holder of **N-26442** agrees to indemnify the United States against any liability arising from the release or threatened 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 lease (unless the release or threatened release is wholly unrelated to the lease Holder's activity on the lease.) This agreement applies without regard to whether the release is caused by the Holder, its agent, or unrelated third parties.
3. The lessee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and requirements of the regulations as modified or amended, of the Secretary of the Interior issued pursuant thereto title (42 CFR 17) for the period which the land described herein is used for the purpose for which the lease was issued pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this lease terminated in whole or in part.
4. The lessee, by acceptance of this lease, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the land involved in the declaration.
5. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary issued pursuant to said Title VI, in the event of their violation by the lessee or its successor in interest.



6. The lessee or its successor in interest will, upon request of the Secretary or his delegate, post and maintain on the property conveyed by this document signs or posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the property conveyed.
7. The conditions and limitations contained in paragraphs 3 through 6 shall constitute a covenant running with the land, binding on the lessee and its successors in interest for the period for which the land leased herein is used for the purpose for which this lease was issued or for another purpose involving the provision of similar services or benefits.
8. The lessee shall take all steps reasonably necessary to preclude any disposal on lands covered by this lease of any waste material deemed "hazardous" or "toxic" under any provision of Federal, State or local law.
9. During the period of this lease, the United States, acting through the BLM, shall have the right to inspect the land covered by the lease at any time, without advanced notice. During such inspections, officials of the BLM may be accompanied by other appropriate Federal, State, or local officials.
10. The lessee shall comply with all applicable Federal, State, and local environmental and public health laws and regulations. The United States, acting through the BLM, shall have the right, exercisable within its absolute discretion, to take any actions that it may deem necessary or that may be required by a Federal, State or local regulatory authority to maintain the landfill's compliance with such laws, and the lessee shall, upon demand, reimburse the United States for any expenses it incurs for this purpose irrespective of whether the United States challenges any regulatory action giving rise to the expenses.
11. Prior to the termination of this lease, the lessee shall, if required by the Authorized Officer, BLM, cause a survey of the lands covered by the lease to be made by qualified persons, for the purpose of ensuring that there are no "hazardous" or "toxic" waste, as defined under any provision of the Federal State, or local law, present on this land. The lessee shall, if required, provide a complete copy of the survey report to the BLM, along with a statement certifying that no such "hazardous" or "toxic" waste are present on the land covered by the lease and that the conditions on the land are otherwise in compliance with all applicable provisions of Federal, State, and local laws.
12. If at any time during or after the period of this lease agreement any condition on the land covered by this lease is found to be in violation of any Federal, State, or local law, and such condition is legally attributable to activities occurring during the term of this lease or during the term of any prior lease agreement under the Recreation and Public Purposes Act between the lessee and the United States, the lessee shall promptly take all remedial actions necessary to terminate any such violation, irrespective of whether the lessee had actual knowledge of the activities or conditions causing the violation(s).
13. 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 operation in the immediate area of such discovery and protect it until an evaluation of the discovery can be 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 the 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 upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects or cultural patrimony the permit holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized office after consulting with the permit holder.

14. The lessee shall provide the Authorized Officer a detailed site plan (survey) showing the plans of the lessee of the site and indicating the amount of the site that will be used.
15. The holder of the lease or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and the regulations of the Secretary of Interior issued pursuant thereto.
16. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
17. The holder shall permit free and unrestricted public access to and upon the lease 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 lease.
18. As directed by the authorized officer, surfacing shall be designed to accommodate anticipated loading and traffic volumes and shall provide for future maintenance.
19. The holder shall survey and clearly mark the exterior limits of the lease.
20. The holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the patent within the authorized limits of the lease.





21. No construction or routine maintenance activities shall be performed 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 too wet to adequately support construction equipment.
  
22. The holder shall protect all survey monuments found within the lease. 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 monuments 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.
  
23. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
  
24. The holder shall be responsible for weed control on disturbed areas within the limits of the lease. The holder shall be responsible for consultation with the authorized officer and /or local authorities for acceptable weed control methods (within limits imposed in BLM stipulations).
  
25. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
  
26. The holder shall prepare a fire prevention and suppression plan that shall be reviewed, modified and approved, as appropriate, by the authorized officer. The holder shall take into account such measures for prevention and suppression of fire on the lease and public land used or traversed by the holder in connection with operations of the lease. Project personnel shall be instructed as to individual responsibility in implementation of the plan.
  
27. During construction, operation, maintenance, and termination of the patent, vehicles, gas-powered equipment, and flues shall be equipped with spark arrestors approved by the authorized officer.



28. The holder shall meet Federal, State, and local emission standards for air quality.
29. The holder shall furnish and apply water or other means satisfactory to the authorized officer for dust control.
30. The holder shall maintain the landfill in a safe, usable condition, as directed by the authorized officer.
31. A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the lease.
32. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, *et seq.*) with regard to any toxic substances that are used, generated by or stored on the lease or on facilities authorized under this patent. (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 CRF, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 198-, 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 of State government.