

Portion of  
APN 014-080-01

APN 014-080-09

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E02

Land Patent

Title of Document

**Affirmation Statement**

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

mmckay  
Signature

Land Agent  
Title

Deann McKay  
Print

5 Oct 2018  
Date

**Grantees address and mail tax statement:**  
NEVADA DIVISION OF STATE LANDS  
901 S. STEWART ST. STE 5003  
CARSON CITY NV 89701

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

## NEVADA DIVISION OF STATE LANDS

is entitled to a land patent pursuant to the Lincoln County Conservation, Recreation, and Development Act of November 30, 2004 (Public Law 108-424), and Section 202 of the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1712), for the following described land:

Mount Diablo Meridian, Nevada

T. 5 S., R. 70 E.,

sec. 1, lots 6, 8, and 10, E $\frac{1}{2}$ SW $\frac{1}{4}$ , and SE $\frac{1}{4}$ ;  
sec. 12, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , and E $\frac{1}{2}$ SE $\frac{1}{4}$ .

T. 5 S., R. 71 E.,

sec. 6, lots 5, 7, 10, 11, and 13, and W $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
sec. 7, lots 2 and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , and S $\frac{1}{2}$ ;  
sec. 18;  
sec. 19, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
sec. 20;  
sec. 21, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , and SE $\frac{1}{4}$ SW $\frac{1}{4}$ .

The area described contains 3,230.08 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto NEVADA DIVISION OF STATE LANDS 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 NEVADA DIVISION OF STATE LANDS, its successors and assigns, forever.

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## EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945); and
2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove the minerals under applicable law and such regulations as the Secretary of the Interior may prescribe.

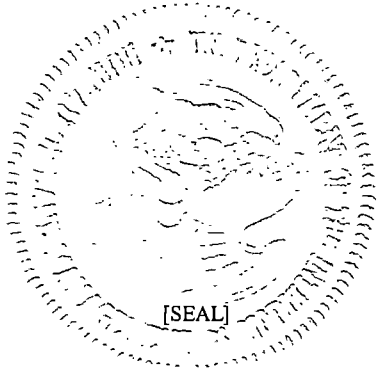
## SUBJECT TO:

1. Valid existing rights;
2. Right-of-Way N-90728 for road purposes granted to Lincoln County Road Department, its successors or assigns, held in perpetuity pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
3. Right-of-Way N-38139 for access road purposes granted to Lincoln County, its successors or assigns, held in perpetuity pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

By accepting this patent, the patentee agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentee, its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the patentee'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 patentee, its employees, agents, contractors, or lessees, or third party arising out of or in connection with the uses and/or occupancy of the patented real property resulting in: (1) Violations of federal, state, and local laws and regulations applicable to the real property; (2) Judgments, claims or demands of any kind assessed against the United States; (3) Costs, expenses, damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; (5) Other activities by which solid or hazardous substances or wastes, as defined by federal and state environmental laws were 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; (6) Or 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; and

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PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 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 any hazardous substances have 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 TWELFTH day of SEPTEMBER in the year of our Lord TWO THOUSAND and EIGHTEEN and of the Independence of the United States the Two Hundred and Forty-Third.

By Raul Morales  
Raul Morales  
Deputy State Director

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**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)  
 a) Portions of 014-080-01  
 b) 014-080-09  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property:
- |  |              |                             |                  |
|--|--------------|-----------------------------|------------------|
| a) <input checked="" type="checkbox"/> | Vacant Land  | b) <input type="checkbox"/> | Single Fam. Res. |
| c) <input type="checkbox"/>            | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex         |
| e) <input type="checkbox"/>            | Apt. Bldg    | f) <input type="checkbox"/> | Comm'l/Ind'l     |
| g) <input type="checkbox"/>            | Agricultural | h) <input type="checkbox"/> | Mobile Home      |
| <input type="checkbox"/>               | Other        |                             |                  |

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Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due \$ \_\_\_\_\_

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption per NRS 375.090, Section 2  
 b. Explain Reason for Exemption: Transfer from federal government to State of Nevada.

5. Partial Interest: Percentage being transferred: 100 %  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Charles Donohue Capacity Administrator

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**  
 Print Name: USA BLM  
 Address: 1340 Financial Blvd  
 City: Reno  
 State: NV Zip: 89502

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**  
 Print Name: Nevada Division of State Lands  
 Address: 901 S. Stewart St. Ste 5003  
 City: Carson City  
 State: NV Zip: 89701

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**  
 Print Name: Nevada Division of State Lands Scrow #: \_\_\_\_\_  
 Address: 901 S. Stewart St. Ste 5003  
 City: Carson City NV State: NV Zip: 89701