

NV STATE DEPT. OF TRANSPORTATION  
1263 SO. STEWART ST.  
CARSON CITY, NV 89712

Form 2912-1  
(July 1984)  
BUREAU OF LAND MANAGEMENT  
CARSON CITY DIST OFFICE

JAN 20 1 13 PM '88

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE  
Act of June 14, 1926, as amended (43 U.S.C. 869 et. seq.)

Serial Number

N-34192  
(Renewal)

This lease entered into on this 6th day of January, 1988, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

State of Nevada, Department of Transportation,  
1263 South Stewart Street, Carson City, NV 89712

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: together with an option to purchase during the term of the lease upon a substantial showing of compliance with the approved plan of development filed on August 31, 1981:

Mount Diablo Meridian  
T. 12 N., R. 20 E.,  
sec. 12, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ,

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 5 years, the rental to be \$ 10.00 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 maintenance station site

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  
Gardnerville Maintenance Station  
and approved by an authorized officer on August 16, 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.

172075

(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 5 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. 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. 7. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

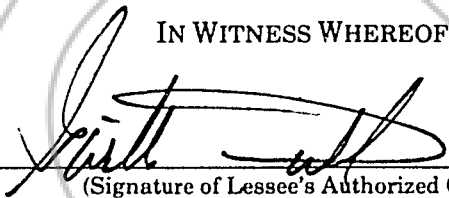
Appendix A and the Addendum which are attached hereto


and which are made a part hereof.

Sec. 8. 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 therefrom, 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

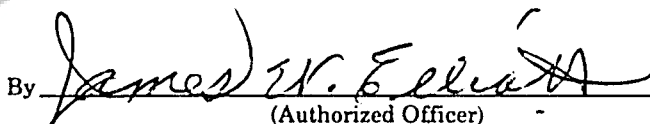
IN WITNESS WHEREOF:

  
\_\_\_\_\_  
(Signature of Lessee's Authorized Officer)

  
\_\_\_\_\_  
(Signature of Witness)

JANUARY 15, 1988  
\_\_\_\_\_  
(Date)

THE UNITED STATES OF AMERICA

By   
\_\_\_\_\_  
(Authorized Officer)  
JAMES W. ELLIOTT

District Manager  
\_\_\_\_\_  
(Title)

January 29, 1988  
\_\_\_\_\_  
(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

Appendix A

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

- (a) 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 (43 CFR 17) for the period that the land leased 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;
- (b) If the lessee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during 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 grant terminated in whole or in part;
- (c) 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 of the Interior or his delegate, operate to revert in the United States full title to the land involved in the declaration;
- (d) 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 of the Interior issued pursuant to said Title VI, in the event of their violation by the lessee or its successor in interest;
- (e) The lessee or its successor in interest will, upon request of the Secretary of the Interior 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;
- (f) The conditions and limitations contained in paragraphs (a) through (e) 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.

172075

BOOK 288 PAGE 732

## ADDENDUM TO R&amp;PP LEASE

- Sec. 9 If antiquities, including, but not limited to, archaeological items, paleontological objects, or other objects of historic or scientific interest, are discovered on the leased area, the lessee shall leave the items or conditions intact and inform the District Manager.
- Sec. 10 Lessee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations authorized under this lease. The lessee shall obtain approval of a written plan prior to the use of such substances from the Authorized Officer. The plan must provide the type and quantity of material to be used: the pest, insect and fungus to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1987, deadline for a fiscal year 1989 action). Emergency use of pesticides may occur. The use of substances on or near the lease shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.
- Sec. 11 Lessee shall not construct improvements within the following Douglas County road easements: Pine Nut Road - 40 feet in width, and County Dump Road - 60 feet in width.

REQUESTED BY  
*U.S. Dept Transportation*  
 IN OFFICIAL RECORDS OF  
 DOUGLAS COUNTY, NEVADA

'88 FEB -5 AIO :52

SUZANNE BEAUDREAU  
 RECORDER

*Q* PAID *B/h* DEPUTY

172075

BOOK 288 PAGE 733