

WHEN RECORDED MAIL
FIRST NEVADA TITLE
ESCROW 206418-CC

ROAD MAINTENANCE AGREEMENT

THE UNDERSIGNED DECLARE THAT THEY ARE THE OWNERS OF THOSE CERTAIN PARCELS OF LAND SITUATED IN THE COUNT OF DOUGLAS, STATE OF NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ASSESSOR'S PARCEL NOS. 21-230-13

21-230-15

SAID OWNERS AGREE TO BEAR AN EQUITABLE SHARE OF THE COST OF MAINTAINING THE ROAD IN A SAFE AND USABLE CONDITION UNDER ALL TRAVEL OR WEATHER CONDITIONS UNLESS SUCH MAINTENANCE IS ASSUMED BY A GOVERNMENT AGENCY. AGREEMENT SUBJECT TO TWO-THIRDS (2/3) OF ALL OWNERS APPROVING ANY EXPENDITURES, IN WRITING.

THE AGREEMENT IS TO BE CONSTRUED AS A COVENANT RUNNING WITH THE LAND AND IS FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES.

COPY OF RIGHT OF WAY GRANT ATTACHED HERETO.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT:

PARCEL NO. 21-230-13

Robert M. Moccio
ROBERT M. MOCCIO

Lauri Kay Moccio
LAURI KAY MOCCIO

Ralph W. Moccio
RALPH W. MOCCIO

PARCEL NO. 21-230-15

Robert G. Williamson Jr.
ROBERT G. WILLIAMSON JR.

Donna M. Williamson
DONNA M. WILLIAMSON

(General)

State of NEVADA

County of DOUGLAS

} ss.



On NOVEMBER 27, 1990

for said State, personally appeared ROBERT G. WILLIAMSON JR. AND DONNA M. WILLIAMSON, before me, the undersigned, a Notary Public in and

who proved to me on the basis of satisfactory evidence to be the person S, whose name S subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Natalie Minasian
NOTARY PUBLIC for said County and State

(General)

State of NEVADA

County of DOUGLAS

} ss.



On MARCH 22, 1991, personally appeared before me, a Notary Public (or judge or other officer, as the case may be), ROBERT M. MOCCIO AND LAURI KAY MOCCIO, AND RALPH W. MOCCIO

who acknowledged that The Y executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of DOUGLAS the day and year in this certificate first above written.

Natalie Minasian
NOTARY PUBLIC for said County and State
FNT 9-88/007



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
COMMUNICATIONS SECTION
NOV 14 1985
WILLIAM THOMPSON
1535 Hot Springs Road, Suite 300
Carson City, NV 89706
Serial Number N-52290

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

205070 ee

1. A (right-of-way) ~~(easement)~~ is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder ROBERT MOCCIO, LAURI MOCCIO, and RALPH MOCCIO receives a right to construct, operate, maintain, and terminate an access road on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo Meridian
T. 14 N., R. 20 E.,
sec. 26, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$.

b. The right-of-way or permit area granted herein is 25 feet wide, 2,640 feet long and contains 1.52 acres, more or less. If a site type facility, the facility contains _____ acres.

c. This instrument shall terminate on February 21, 2020, 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 may not 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.

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3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

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 parts 2800 and 2880.
- 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 pursuant to the authority of paragraph (1)(a) 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(s) A and B, dated February 8, 1990, 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.

[Signature]
[Signature]

(Signature of Holder)

[Signature]

(Signature of Holder)

[Signature]
[Signature]

(Signature of Holder)

Feb 22 1990

(Date)

[Signature]

(Signature of Authorized Officer)

Area Manager, Walker Resource Area

(Title)

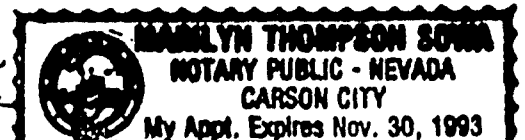
February 22, 1990

(Effective Date of Grant)

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GPO : 1985 O - 483-259

Marilyn Thompson Sowa



(General)

State of Nevada }
County of Douglas } ss.

On Feb 22 1990, before me, the undersigned, a Notary Public in and
for said State, personally appeared Robert M. Moccio Lauri Kay
Moccio & Ralph W. Moccio.

who proved to me on the basis of satisfactory evidence to be the person S, whose name S are
subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Carol Costa
NOTARY PUBLIC for said County and State



FNT 9-88/006

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STANDARD STIPULATIONS

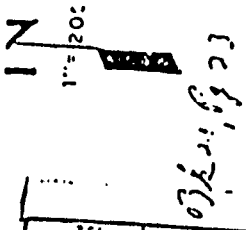
1. This grant is subject to all valid rights existing on the effective date of this grant.
2. The right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant is reserved to the Authorized Officer.
3. The Holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
4. 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 shall be immediately reported to the Authorized Officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by 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 any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder.
5. In case of change of address, the Holder shall immediately notify the Authorized Officer.
6. Prior to abandonment of any portion of the facilities authorized by this grant, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the Holder commencing any abandonment and/or rehabilitation activities.

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Exhibit B
2/8/90

PA 52290



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SUBJECT
PROPERTY

(13)

(14)
5.0AC.

(15)
4.0AC.

(17)
5.0AC
4.890AC

(16)
5.0AC
4.621AC

(19)
5.0AC
5.001AC
8.883AC

(8)
7.0BAC

(10)
4.0BAC
0.957AC

(11)
5.56AC
3.166AC

(9)
6.53AC
5.955AC

(17)
5.6AC
4.701AC

(21)
12.20AC
11.900AC

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(7)
1.26AC

(6)
1.25AC
1.532AC
1.286AC

(3)
1.0AC
1.642AC



COPY

REQUESTED BY
FIRST NEVADA TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 MAY 22 P12:01

SUZANNE BLAUGBLAU
RECORDER

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\$ 13⁰⁰ PAID BA DEPUTY

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