

NF
Park Dept
Tract No 200 ak

Form 2912-1
(July 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
DOUGLAS COUNTY PARKS
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Number N-30596
Renewal

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 22nd day of October, 1991, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

Douglas County Parks Department
PO Box 218
Minden, NV 89423

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:

T. 12 N., R. 20 E., Mt. Diablo Mer., NV

Sec. 13: SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$

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CLERK
BY DEPUTY

containing 12.5 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 \$ * 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

Recreational Facilities

*Rental to be established at 50% of the fair market value and payable upon billing.

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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;
(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 Development and Improvement Plan and Management Plan (Submitted February 29, 1983) and approved by an authorized officer on October 10, 1991 or any modification thereof hereinafter approved by an authorized officer and to maintain all improvements, during the term of this lease in a reasonable 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 his 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. 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 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

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

[Signature]
(Signature of Lessee's Authorized Officer)

By Karl L. Nipping
(Authorized Officer)

[Signature]
(Signature of Witness)

Acting District Manager
(Title)

December 5, 1991
(Date)

December 24, 1991
(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 revest 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.

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BOOK 1291 PAGE 4504

ADDENDUM
TO
RECREATION OR PUBLIC PURPOSES LEASE N-30596

- Sec. 9 Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the lessee, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. The lessee 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 lessee 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 lessee.
- Sec. 10 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 lessee shall obtain the written approval of the authorized officer 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.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: December 30, 1991
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Barbara J. Reed, by Deputy
Willene Harrington

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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SUZANNE P. ANDREAU
RECORDER

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