PARKS-64, KA
Interest:16826
Project:8139
Contract:5805
Mineral County
APNs: 006-410-01 and 006-410-03

RETURN TO:
DIVISION OF STATE LANDS
901 SOUTH STEWART STREET, SUITE 5003
CARSON CITY, NEVADA 89701-5246

RIGHT-OF-ENTRY AUTHORIZATION
UNITED STATES BUREAU OF LAND MANAGEMENT
FUEL REDUCTION TREATMENT
BALDWIN CANYON, MINERAL COUNTY

This Authorization is issued this 20th day of March 2025 by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the NEVADA DIVISION OF STATE PARKS, hereinafter referred to as GRANTOR, UNITED STATES BUREAU OF LAND MANAGEMENT, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Mineral County Assessor's parcel 006-410-01 and 006-410-03, as depicted in the Assessor's parcel map included in **EXHIBIT A** (the "Property"); and

WHEREAS, GRANTEE, has made application to and wishes to obtain from GRANTOR an authorization to enter upon the Property to access and use the portion of the Property more particularly described in **EXHIBIT B** ("Premises"); and

WHEREAS, NRS 322.100 gives the Administrator of the Division of State Lands the authority to issue a permit, license, or other authorization over or upon any land owned by the State of Nevada.

WHEREAS, the Administrator of the Division of State Lands has waived the fee for the issuance of this Right of Entry Authorization since the Project solely serves the state.

NOW, THEREFORE, subject to and in consideration of the following grants, agreements, covenants, and restrictions contained herein and for good and valuable consideration:

1. **GRANT OF AUTHORIZATION:** GRANTOR does hereby grant to GRANTEE a Right-of-Entry Authorization ("Authorization") over, under, and across the Premises for the purpose of contracting a fuel reduction treatment involving cutting down, scattering and increasing the spacing of trees to reduce the severity of potential wildfires in the Baldwin Canyon area, including construction, reconstruction, inspection, maintenance, and repair of the lands, as applicable and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance ("Authorized Use"). The Authorized Use on the Premises is hereinafter referred to as "the Project."

2. **PURPOSE:** The Authorization described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Project Narrative dated August 1st, 2025, as included in the application retained on file at the Division of State Lands.

3. **JURISDICTION OF STATE:** The Authorization extends only to the area described in **EXHIBIT B** and shall not be construed to authorize access across private lands. If GRANTEE

needs to utilize other portions of the property not granted to it through this Authorization, a permit, license, easement, or other authorization to do so is required.

4. **CONSIDERATION:** The State Land Registrar has waived the fee for the issuance of this Authorization since the Project solely serves the state.

5. **PERMITS:** This Authorization is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** GRANTOR/GRANTEE, its successors and assigns, and/or agent(s) or contractor(s), agree to a mutual indemnification, to the extent allowable by law, to defend and hold harmless the other Party and its agents from and against any and all liability for personal injuries, property damage or for loss of life or property resulting from or in any way connected with the conditions or use of the premises covered herein, including hazard, deficiency, effect or other matter known or unknown or connected with the installation and maintenance of the Project. GRANTEE/GRANTOR shall not be liable for any damages to any of the improvements placed upon said parcel by the specific parties due to any necessary operation using reasonable care.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Authorization and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Authorization. Such insurance policy shall be at the minimum, in the amount of $1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insureds. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and subcontractor prior to their entry upon state property and be sent to:**

Katey Aragon, Land Agent
Nevada Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701

9. **PLANS AND PHOTOGRAPHS**: The project and related activities must be completed in accordance with the submitted application and plans, if any, on file in the office

of the Division of State Lands. The Division of State Lands must be notified if any alterations to the Project which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR within THIRTY (30) days of completion of the Project. GRANTEE agrees to provide a set of record drawings which reflect the Project as it was built within SIX (6) months of completion of construction and installation of the Project

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least TWO (2) business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when implementing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. GRANTEE will, at all times, maintain the legally required offsets from any existing gas, electric, water and/or communication lines.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Authorization, work will be temporarily halted, and the GRANTEE must notify the State Historic Preservation Office at (775) 684-3448

as well as the Division of State Lands at (775) 684-2720. Work will remain halted until GRANTEE receives written authorization from GRANTOR to resume.

13. DAMAGE TO STATE LAND: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the term of the Authorization.

14. MAINTENANCE: GRANTEE shall be responsible for all maintenance of the Project and understands and agrees that the Project must be maintained, and in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to construct and maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

16. WARRANTIES: GRANTOR makes no warranty to GRANTEE as to the condition of or the adequacy of the Property for the Project.

17. NOTICES: Any notice under this Authorization must be in writing and delivered (i) personally, (ii) by electronic transmission with documented confirmation, (iii) by certified U.S. mail, return-receipt requested, or (iv) by a nationally recognized overnight courier (e.g., UPS or FedEx) with tracking. Notice is deemed received: upon actual delivery (personal), the next business day after courier deposit, the second business day after certified mailing within the addressee's state (third business day if mailed from another state), or upon confirmed electronic transmission during the recipient's business hours (next business day if sent after hours); any e-mail must be confirmed by another permitted method. Either party may change its notice address

or contact by delivering written notice in accordance with this paragraph; until such notice is received, the last address of record controls.:

GRANTOR'S ADDRESS:	**GRANTEE'S ADDRESS:**
Division of State Lands 901 South Stewart Street, Suite. 5003 Carson City, Nevada 89701	United States Bureau of Land Management 5665 Morgan Mill Road Carson City, Nevada 89701

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBIT B**.

19. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Authorization to become invalid and shall require the termination and, if applicable, removal of the Project and appurtenances. All right, title and interest in the Authorization shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Authorization to its contractors prior to entering and beginning any work on the property described herein.

20. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Authorization or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

21. SURVIVAL: This Authorization, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the parties hereto, and the rights and obligations of GRANTEE are, and shall continue to be, joint and several.

22. ENTIRE AGREEMENT: This Authorization and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Authorization may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by GRANTOR and GRANTEE, this Authorization shall be binding upon GRANTOR and GRANTEE.

23. AMENDMENT OR MODIFICATION: This Authorization may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modifications must be in writing, executed and dated by the parties hereto.

24. SEVERABILITY: If any term or provision of this Authorization, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Authorization or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Authorization shall be valid and shall be enforced to the fullest extent permitted by law.

25. GOVERNING LAW: This Authorization shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

26. ATTORNEYS' FEES AND VENUE: Any action arising from or related to this Authorization, the prevailing party is entitled to recover its reasonable costs and attorneys' fees at a rate not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) per billable hour. Venue for any such action is limited to (i) the state district court for the county in which the Property is located or (ii) the state district court in Carson City, Nevada.

27. EXHIBITS: All exhibits referenced herein are attached hereto and incorporated by this reference.

28. RESERVATION OF RIGHTS: GRANTOR reserves all rights not expressly granted herein, including but not limited to the right to use the Premises for any purpose not inconsistent with GRANTEE's Authorized Use.

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IN WITNESS WHEREOF, the parties hereto have executed this Authorization as of the day and year first above written.

GRANTOR:
STATE OF NEVADA
DIVISION OF STATE LANDS

By: Charles Donohue Date: 3/20/2026
CHARLES DONOHUE
Administrator and State Land Registrar

APPROVED:
STATE OF NEVADA
DIVISION OF STATE PARKS

By: RC Mergell Date: 12-2-25
ROBERT MERGELL
Administrator

GRANTEE:
UNITED STATES BUREAU OF LAND MANAGEMENT

By: _____
DON SHANNON
Bureau of Land Management Fuel Specialist

STATE OF Nevada
COUNTY OF Washoe

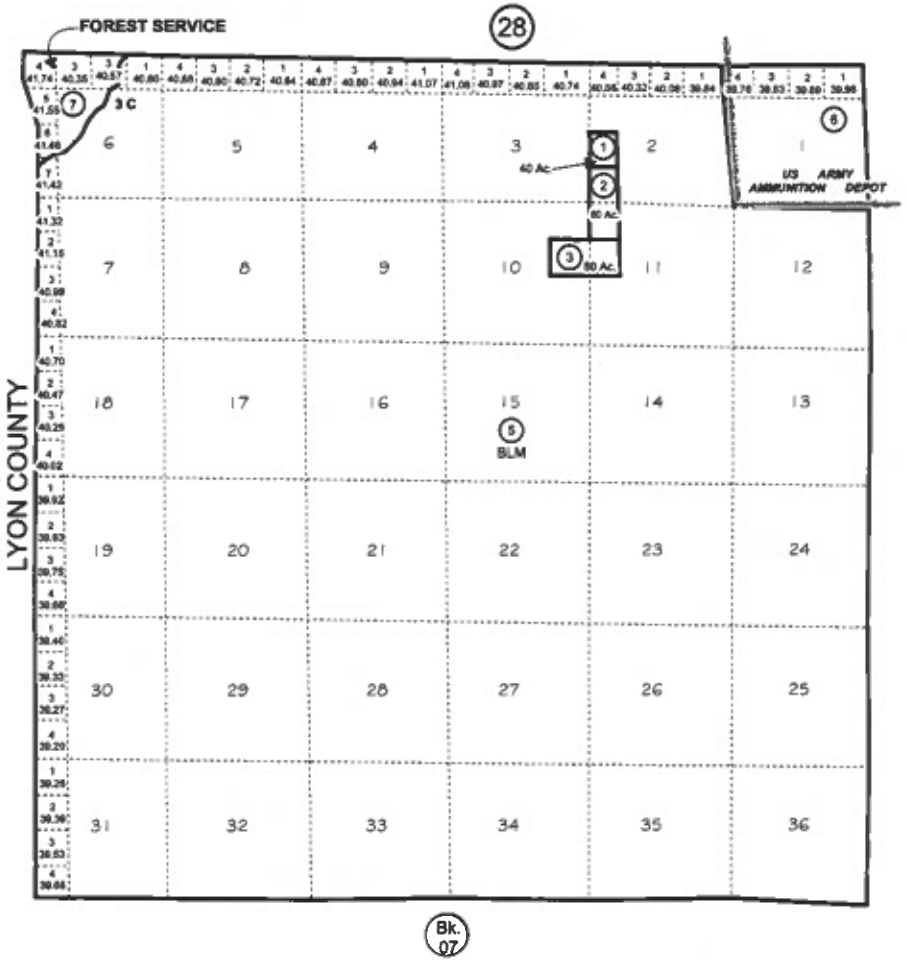
This instrument was acknowledged before me on 11/21, 2025, by Don Shannon, as Bureau of Land Management Fuel Specialist of United States Bureau of Land Management.

_____
NOTARY PUBLIC

SAYRA SANDOVAL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 24-1177-02 - Expires May 1, 2028

R 28 E

06-41



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MINERAL COUNTY

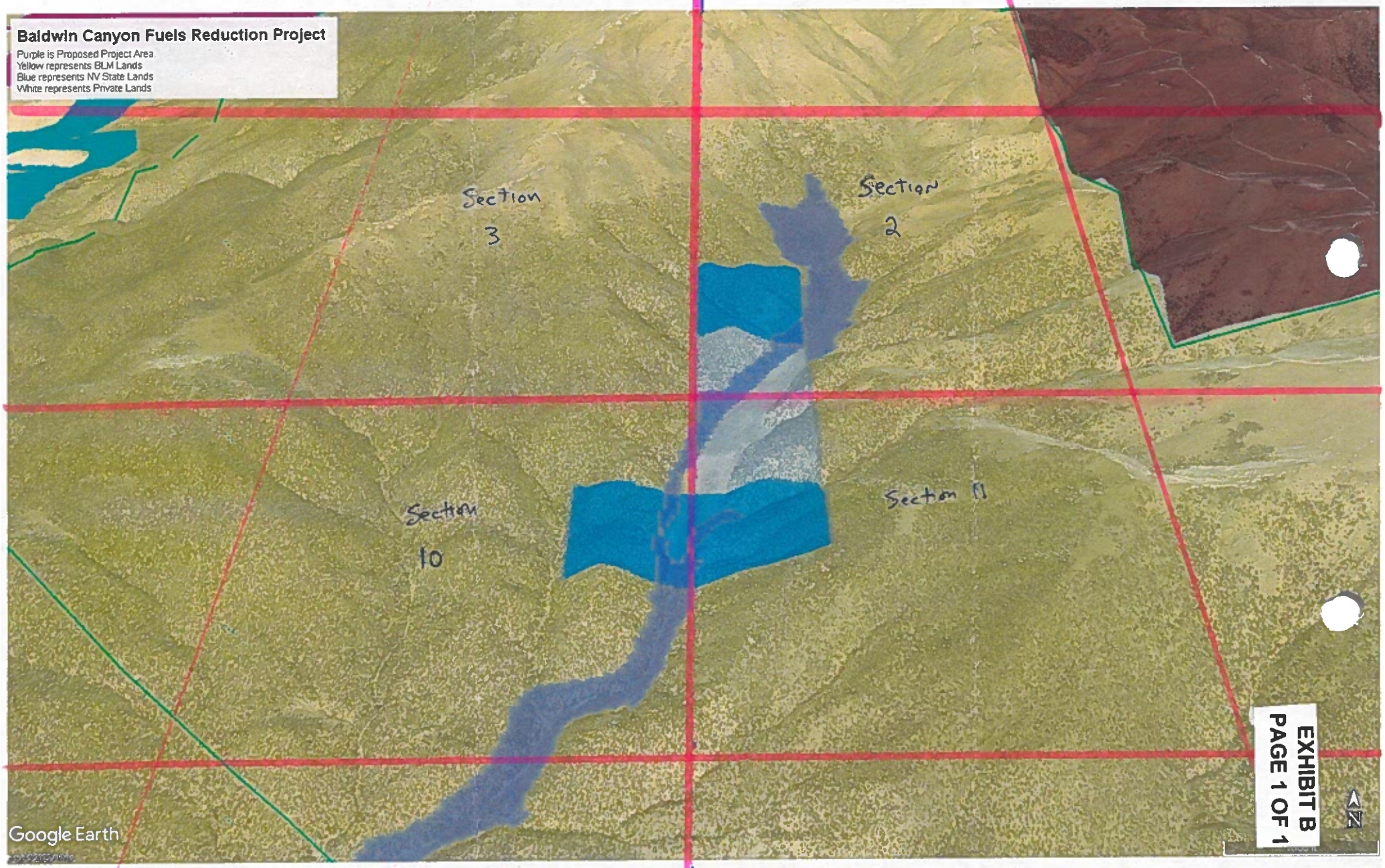
The scale and configuration of all information shown herein are approximate only and are not intended as a guide for design or survey work. Reproduction is not permitted without prior written permission from the Mineral County Nuclear Projects Office.

REVISIONS:

REV/ AUG 06/LM
REV/DOAS/FEB 96/TEX
DOT/DOAS/NOV 76/PT

0 1 2 4 Miles

EXHIBIT A
PAGE 1 OF 1



Township 7N, Range 28E