



United States Department of the Interior

Bureau of Land Management

Las Vegas Field Office

4765 W. Vegas Drive

Las Vegas, Nevada, 89108-2135

In Reply Refer To:

N-12581

2800

(NV-056)

CERTIFIED MAIL NO. **2526504**
RETURN RECEIPT REQUESTED

FEB 24 1999

DECISION

Bob Cronshey

Box 492

Logandale, NV 89021

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:
:

Right-of-Way

RIGHT-OF-WAY GRANT AMENDED

Right-of-way N-12581 was granted to Moapa Valley TV Maintenance District effective 12/9/76, for 30 years pursuant to the Act of October 21, 1976.

On June 9, 1998, you filed an application to amend your right-of-way to make an addition to your existing building, to enlarge the original site and to authorize sub-leasing. The grantee has complied with all terms and conditions of the original grant, and the application to amend conforms to the appropriate laws and regulations.

No objections appearing, the amendment of the right-of-way is hereby approved pursuant to the Act of October 21, 1976, *supra*, subject to all terms and conditions set forth in the original grant approved 12/9/76, and to the conditions listed below.

Therefore, pursuant to the authority vested in the undersigned, the right-of-way is hereby amended, subject to the following terms and conditions:

1. All valid rights existing on this date.
2. All terms and conditions of the original grant continue to apply.

If you have any questions, please contact Naomi Hatch at (702) 647-5084.

Rex Wells

Assistant Field Office Manager

Division of Lands

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT- OF- WAY GRANT AMENDMENT

I Issuing Office
I Las Vegas District
I Serial Number
I N- 12581

1. A right-of-way 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

Moapa Valley TV Maintenance District

receives a right to construct, operate, maintain, and terminate an **addition of 10' by 20' on the road side of their existing building, install stairs to be used for accessing other sites, extend their site 200' by 250' to the west to authorize existence of existing antennas, and to authorize sub-leasing** on public lands described as follows:

Mount Diablo Meridian, Nevada,
T. 14 S., R. 67 E., sec. 29, SWNWSE.

A map showing the location of the right-of-way is on file with the Bureau of Land Management, Las Vegas Field Office (N-12581) and is attached to this amendment.

b. The right-of-way amendment area granted herein is _____ feet in length and _____ feet in width consisting of _____ acres more or less. If a site type facility, the facility contains .10 acres + this addition of 1.15 acres for a total of 1.25 acres.

c. This amendment is made subject to the holders compliance with the terms and conditions at 43 CFR Subpart 2801. The terms, conditions, and stipulations of the grant dated May 31, 1983, shall remain in full force and effect, unless it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation. The expiration date remains unchanged (December 8, 2006).

d. 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.

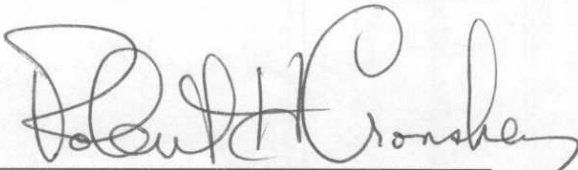
3. Rental:

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

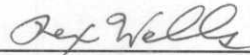
as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

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 120 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 Exhibits A and B dated January 27, 1999 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.

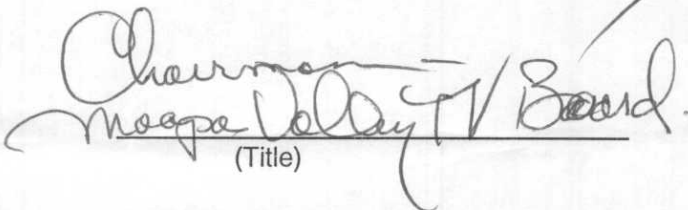


(Signature of Holder)



(Signature of Authorized Officer)

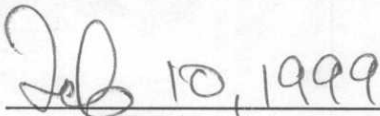
Rex Wells



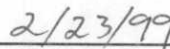
(Title)

Assistant Field Office Manager, Division of Lands

(Title)



(Date)



(Date)

Exhibit A
January 27, 1999
N-12581
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ADDENDUM, Telecommunication Site Management Stipulations

1. Stairs shall be installed for safe access to the other sites, particularly the tower used by the Las Vegas Metropolitan Police Department, and your original building. The stairs shall be constructed of concrete or wrought iron similar to stairs already in place on the mountain for other sites. A hand rail shall be provided on one side of the stairs.
2. The addition to your building should be painted a color to blend with the environment rather than stand out. If visible from the southbound lanes of Interstate 15, it should be painted white or light gray,
3. The serial number for your right-of-way, N-12581, shall be plainly identified on or near the door of your building in letters one inch or higher.
4.
 - a. The Holder accepts this right-of-way amendment, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.
 - b. The Holder is authorized to rent space and provide other services to customers and/or tenants and may charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Holder must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. **By October 15th of each year, the Holder must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.**
 - c. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer, if applicable. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.
 - d. The Holder must comply with applicable Federal, State, county, and municipal laws,

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January 27, 1999
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regulations and standards for public health and safety, environmental protection, siting construction, operation, and maintenance in exercising the rights granted by this right-of-way. The obligations of the Holder under this right-of-way are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this right-of-way. Holder waives all defenses of laches or estoppel against the United States. The Holder must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

e. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Holder for each transmitter being operated. The Holder must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this right-of-way.

f. The Holder must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Holder's use interferes with existing equipment, the Holder must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

g. When requested by the Authorized Officer, the Holder must furnish technical information concerning the equipment located on the property.

h. The Holder must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Holder's use or occupancy of the property. The Holder's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this right-of-way.

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January 27, 1999
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Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this right-of-way, regardless of cause.

5. Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined in 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.

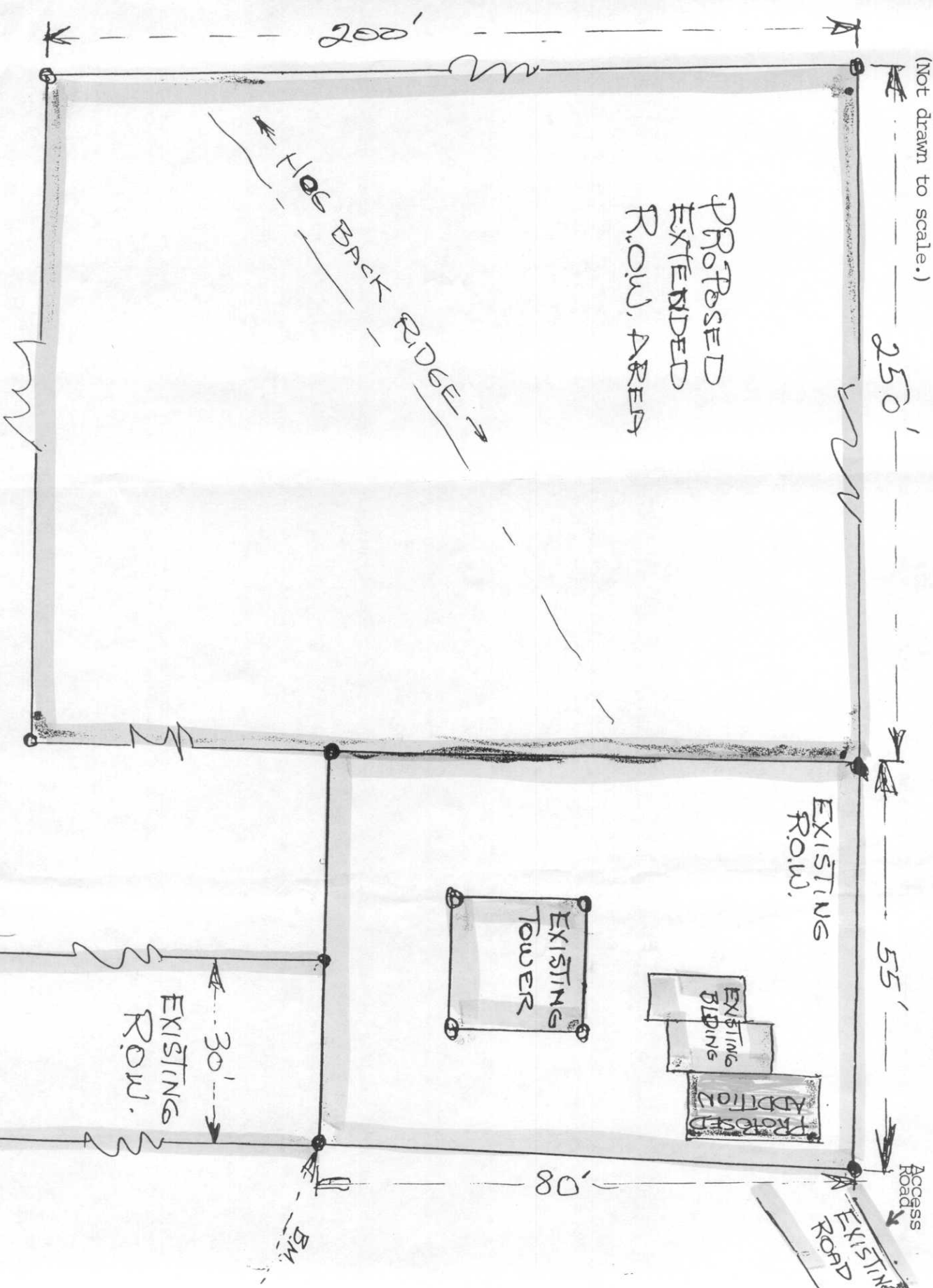
Exhibit B

January 27, 1999

N-12581

1/15/99

(Not drawn to scale.)



N-12581

Moapa Valley TV Maintenance District
P O Box 553
Overton NV 89040