

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Kingman Field Office

Serial Number
AZA-037640

1. A (right-of-way) (permit) 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 Michael Smith, Elizabeth Smith, Luke Smith, 3805 Union Avenue, Steger, IL 60475-1854 receives a right to construct, operate, maintain, and terminate a access road to private property on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Gila and Salt River Meridian, Arizona

T. 18 N., R. 20 W.,

sec. 4, SW1/4NW1/4, less patented mining claims.

b. The right-of-way or permit area granted herein is 14 feet wide, 758 feet long and contains .24 acres, more or less. If a site type facility, the facility contains _____ acres.

c. This instrument shall terminate on December 31, 2050, Thirty 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.

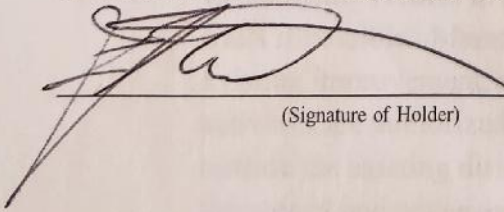
3. Rental:

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, B, and C, dated June 23, 2020, 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.

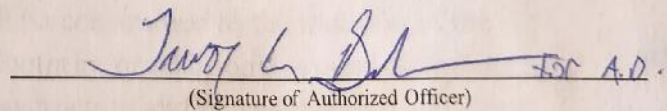


(Signature of Holder)

(Title)

July 31, 2020

(Date)



(Signature of Authorized Officer)

Acting Field Manager

(Title)

08/10/2020

(Effective Date of Grant)

EXHIBIT A
Additional Terms and Conditions of the Grant
AZA-037640
Michael Smith, Elizabeth Smith, Luke Smith
June 23, 2020

1. The Holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way (ROW) within the authorized limits of the ROW. Any relocation, additional construction, or use, shall not be initiated without the prior written approval of the Authorized Officer (AO). A copy of the complete ROW grant, including all stipulations shall be kept on site during construction, operation, and termination. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
2. This ROW grant only authorizes activity on lands managed by the Bureau of Land Management (BLM). The authorization does not authorize, nor imply permission, access or any activity through or across lands managed by any third-party entity.
3. The Holder will remove only the minimum amount of vegetation necessary for construction, operation, maintenance, and termination of the access road. Clearing of vegetation or blading will NOT be permitted. Any succulent or plant that may potentially be damaged during maintenance activities must be salvaged and transplanted. All cacti, yucca, nolina (beargrass) ocotillo, agave are to be removed and transplanted within 10 feet of the area from where they were removed. All yucca and nolina would be replanted within 1 day of removal and their distribution must mimic the distribution of the plants in the surrounding area to the extent possible. Cacti, ocotillo, and agave will be replanted within two weeks of removal.
4. All vehicular traffic shall be confined to existing roads. No blading of the ROW for construction and maintenance is permitted except on roads that the Holder is authorized to maintain. Access to the ROW for maintenance activities will be via existing roads or trails if possible. Maintenance activities will be constrained to the footprint of the existing improvement, no expansion of the footprint or additional ground disturbing activities are authorized. Performing any construction and/or maintenance activities outside the existing disturbed area of the existing road requires a cultural survey and threatened and endangered species clearance.
5. If the Holder, or any person working on the Holder's behalf, discovers any historic or prehistoric cultural and/or paleontological resource (site or object) or human remains on public or Federal land, then all work in the vicinity of the discovery will be suspended until written authorization to proceed is issued by the AO to determine appropriate

actions to prevent the loss of significant cultural or scientific values. The Holder, or any person working on his behalf, shall immediately report the discovery to the Kingman Field Office (KFO) Archaeologist, or if he is unavailable, to the AO at the KFO (928-718-3700). Failure to notify BLM about a discovery may result in civil or criminal penalties in accordance with the Archaeological Resources Protection Act of 1979 (as amended).

6. If, during operations, the Holder damages, or is found to have damaged any cultural resources, excluding discoveries as noted above, the operator agrees at his/her expense to have a permitted cultural resources consultant prepare and execute a BLM-approved resource recovery plan at the direction of the AO. Damage to cultural resources may result in civil or criminal penalties in accordance with the Archaeological Resources Protection Act of 1979 (as amended).
7. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of six inches deep, the soil shall be deemed too wet to adequately support construction equipment.
8. Any road maintenance undertaken in association with the proposed activity would be completed in a manner that would not cause adverse erosional impacts to the land forms surrounding the 728 feet route. No creating of turnouts adjacent to the road or encouraging surface runoff in the middle of the road.
9. The Holder shall re-contour disturbed areas, or designated sections of the ROW, by grading to restore the site to approximately the original contour of the ground as determined by the AO.
10. Desert tortoise may occur within the ROW at the proposed location. Desert tortoise active season is February 15 through November 15. Where feasible, conduct work outside of the active season. Care shall be taken not to disturb or destroy desert tortoises or their burrows, and harassment is prohibited. Pursuing, shooting, hunting, trapping, killing, capturing, snaring or netting desert tortoises are prohibited by Arizona State Statute. Tortoise handling guidelines would be handed out prior to the commencement of the project. If a desert tortoise is endangered by any activity that activity shall cease until the desert tortoise moves out of harm's way on its own accord or is moved following the attached guidelines "Guidelines for Handling Desert Tortoise" (Exhibit C).
11. Desert bighorn sheep may occur within the ROW at the proposed location. Desert bighorn sheep lambing season is from December 1 through May 31. Where feasible, conduct work outside of lambing season.

12. Project features that might trap wildlife such as open trenches, pits, open pipes, etc., shall be covered or modified to prevent entrapment.
13. The Holder, or any person working on the Holder's behalf, shall not intentionally harm or harass wild burros, other wildlife, or domestic livestock.
14. 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 Holder shall obtain from the AO written approval of a plan showing the type and quantity of material to be used, pests(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides shall be approved in writing by the AO prior to such use.
15. Holder shall not violate applicable air and water quality standards or related facility siting standards established by or pursuant to applicable Federal and State law.
16. Holder shall minimize disturbance to existing fences and other improvements on public land. The Holder is required to promptly repair improvements to at least their former state. Functional use of these improvements will be maintained at all times. Holder will contact the owner of any improvements prior to disturbing them. When necessary to pass through a fence line, the fence shall be H-braced on both sides of the passageway prior to cutting the fence.
17. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. Holder shall maintain the ROW in a safe, usable condition, as directed by the AO.
18. The Holder will protect all survey monuments. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments and civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of these by the Holder or anyone operating on his behalf, the Holder will immediately report the incident to the AO and the respective installing agency (if known) in writing. The Holder will be responsible for the restoration of the monument(s) in a manner suitable to the AO after consultation with all parties involved. If Bureau cadastral or other Federal surveyors are used to restore the monument(s), the Holder will be liable to the United States for the costs.

19. In the event that the public land underlying the ROW encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the US in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the US in the patent/deed, the US waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR § 2800 and 2880, including any rights to have the Holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the US in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable state and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

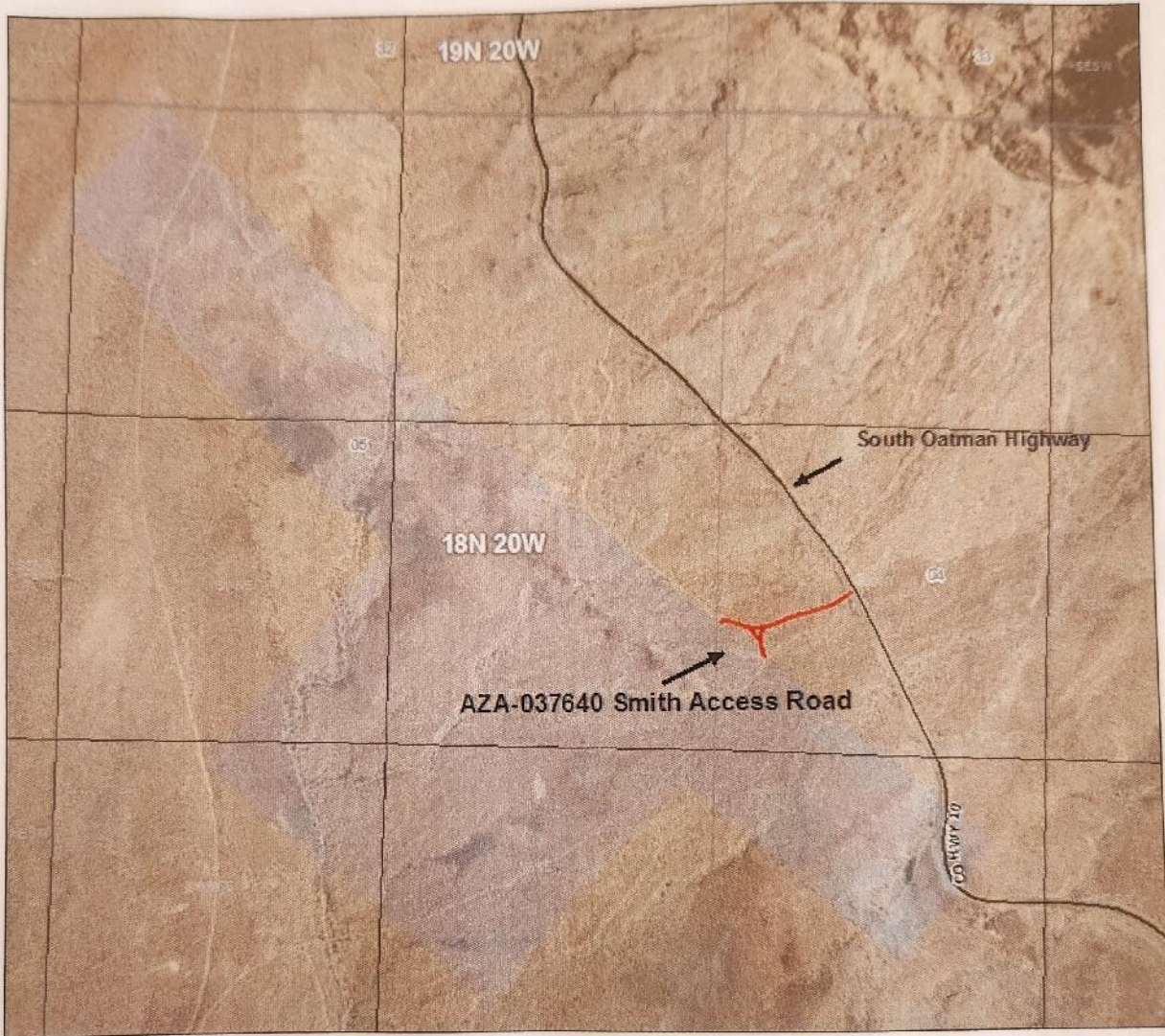
20. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 US Code § 9601, et seq., or the Resource Conservation and Recovery Act, 42 US Code § 6901, et seq.) shall be used, produced, transported, released, disposed of, or stored within the ROW area at any time by the Holder. The Holder shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the Holder or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the AO concurrent with the filing of the reports to the involved federal, state or local government agency. As required by law, the Holder shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the ROW.

21. The Holder shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Holder agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the ROW), the US against any liability arising from the Holder's use or occupancy of the ROW, regardless of whether the Holder has actually developed or caused development to occur on the ROW, from the time of the issuance of this ROW to the Holder, and during the term of this ROW. This agreement to indemnify and hold harmless the US against any liability shall apply without regard to whether the liability is caused by the Holder, its agents, contractors, or third parties. If the liability is

caused by third parties, the Holder will pursue legal remedies against such third parties as if the Holder were the fee owner of the ROW.

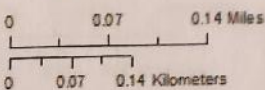
22. The Holder recognizes the existing rights of mining claimants on public lands which may be coincident to the ROW. The Holder assumes all risk and financial liability should the exploration or development within mining claim(s) affect the operation of the ROW. The Holder recognizes that the ROW, or portion thereof, may be terminated if it interferes with the exploration or production activities on a mining claim(s) or if the mining claim(s) is conveyed out of Federal ownership. The Holder would provide appropriate measures for public safety in the event of exploration activities.
23. If Holder decides to undergo a change in name only and no other change to the entity is proposed, the Holder must file a Name Change Request and Statement, complete form SF-299, and provide evidence of the name change. The name change will not be acknowledged until a decision is reached by the AO.
24. The Holder must file for an amendment to this ROW where there is a proposed substantial deviation in location or use. The Holder will need to complete form SF-299 to amend the ROW grant, and the application for amendment will be processed in the same manner as a new application.
25. If Holder wishes to transfer all or part of the ROW to another person or entity, a request for assignment must be filed using form SF-299. An Assignment Statement must be completed, and the AO must approve the assignment in writing.
26. If Holder wishes to relinquish this ROW, the Holder shall request a relinquishment in writing, and the AO must consent to the relinquishment. Upon request of the relinquishment, the BLM may require a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surfacing material, recontouring, topsoiling or seeding. The AO must approve the plan in writing prior to Holder's commencement of any termination actions.

GRANT EXHIBIT B
AZA-037640
Michael Smith, Elizabeth Smith, Luke Smith
June 23, 2020



AZA-037640 Smith Access Road
 Colorado River District - Kingman Field Office

- BLM KFO Authorized Use Line
- Township / Range
- Section
- Second Division
- BLM
- Private
- County or Major Routes
- Minor Routes



Author: BLM Kingman Field Office Staff
 File: AZA037640 SmithAccessRd2
 Date: 6/12/2020
 Coordinate System: NAD 1983 UTM Zone 12N

Map Location within the Kingman Field Office



DISCLAIMER: The Bureau of Land Management (BLM) makes no representations or warranties regarding the accuracy or completeness of this map. This map does not address questions which an accurate survey may disclose. This map is representational and is to be used as an illustration only. This map and the data from which it was derived are not binding on the BLM and may be revised at any time in the future. The BLM shall not be liable under any circumstances for any damages with respect to any use of this map or the data from which it was derived. Routes depicted on non-BLM lands are displayed for information purposes only and do not grant access to non-BLM lands.



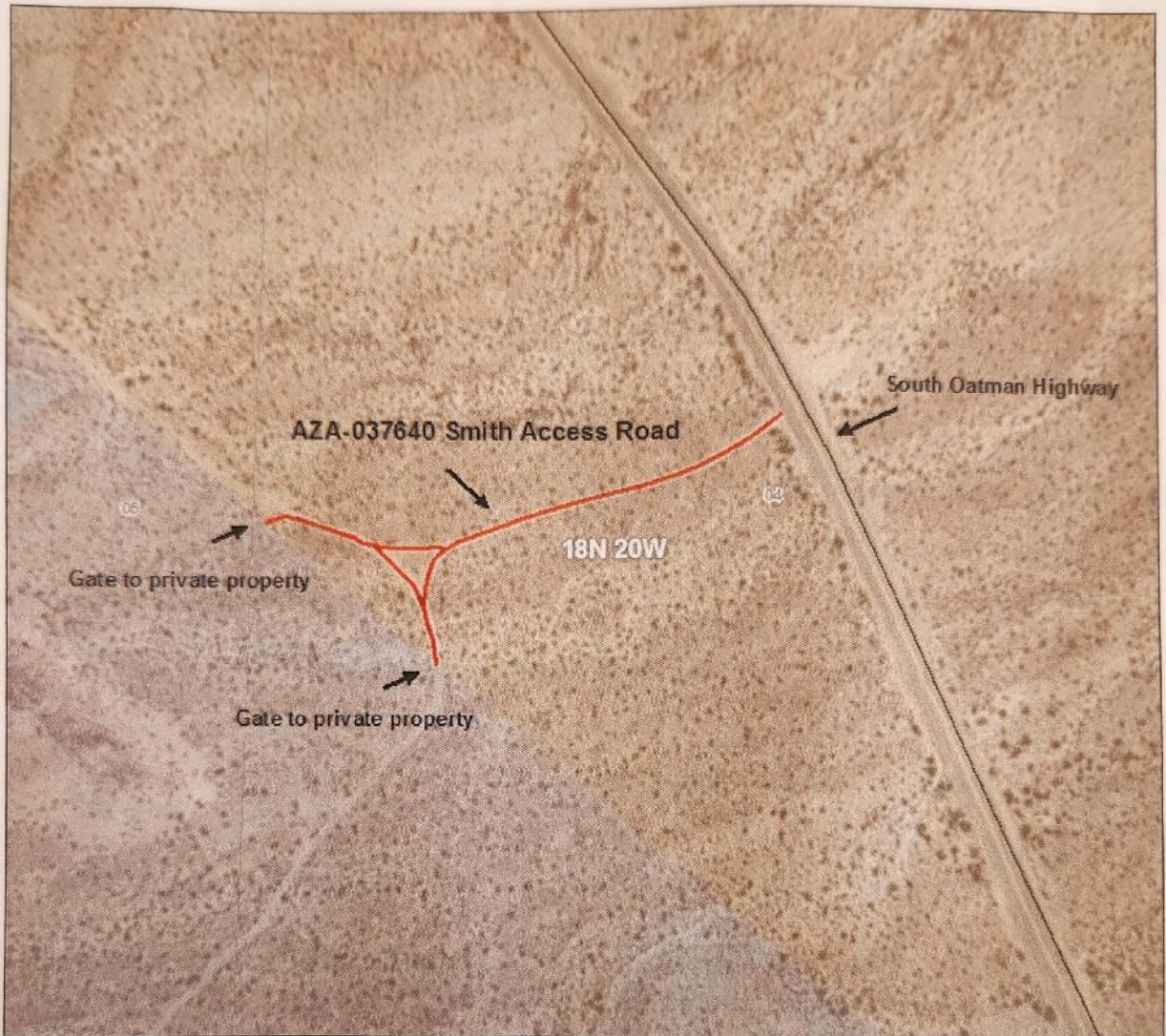
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GRANT EXHIBIT B

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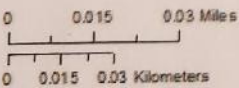
Michael Smith, Elizabeth Smith, Luke Smith

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AZA-037640 Smith Access Road
Colorado River District - Kingman Field Office

- BLM KFO Authorized Use Line
- Township / Range
- Section
- Second Division
- BLM
- Private
- County or Major Routes



Author: BLM Kingman Field Office Staff
File: AZA037640 SmithAccessRd
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Map L location within the Kingman Field Office



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BUREAU OF LAND MANAGEMENT



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Kingman Field Office
2755 Mission Boulevard
Kingman, Arizona 86401
www.az.blm.gov



EXHIBIT C
AZA-037640
Michael Smith, Elizabeth Smith, Luke Smith
June 23, 2020

GUIDELINES FOR HANDLING DESERT TORTOISE ENCOUNTERED ON ROADS AND VEHICLE WAYS

1. Stop your vehicle and allow the tortoise to move off the road.
 2. If the tortoise is not moving, gently** pick up the tortoise and move it approximately 200 feet off the road to a shaded location.
 - a. **Do not** turn the tortoise over.
 - b. Move the tortoise in the direction it was traveling. If it was crossing the road, move it in the direction it was crossing.
 - c. Keep the tortoise within 12-18 inches of the ground, move slowly so as not to cause it to become alarmed.
 - d. Release the tortoise under the shade of a bush or rock.
- ** Tortoise store water in their bladder. If a tortoise becomes alarmed its defense is to void its bladder onto the captor. This could lead to dehydration of the tortoise and potentially to death.
3. Prior to moving any parked vehicle or equipment at the project site check for tortoise under the vehicles.

