

Charles E. Butler,)
to) Lease.
United States of America.)

DEPARTMENT OF COMMERCE
AERONAUTICS BRANCH

December 5, 1933.

APPROVED, and forwarded to the Secretary of Commerce for his approval.

The amount of this lease will be paid from the following-named appropriation. This appropriation is sufficient for the payment of all obligations incurred against it, including this lease with Charles E. Butler for field site No.37-B, Beowawe, Nevada, on the San Francisco-Salt Lake Airway.

Appropriation: Air Navigation Facilities, 1934.

G.L. Vidal

E.L. Vidal

Director of Aeronautics.

Property herein described formerly covered by license agreement C20a-2015, dated Sept. 1, 1928, entered into with the Williams Estate Company who, as evidenced by certified copy of deed attached conveyed the property on Dec. 1, 1932 to the above named lessor.

NOTE: Area covered by previous agreement (C20a-2015) is shown as 158 acres as compared to 141 acres covered by this lease. The survey as originally made was inaccurate. See in this connection Airways Div. letter of 11/2/33 to Salt Lake Office and latter's endorsement thereon dated 11/11/33, copies attached.

Respectfully referred, by direction of the Secretary, to the Solicitor of the Department

of Commerce for examination.

DEPARTMENT OF COMMERCE
OFFICE OF THE SOLICITOR

Jan. 11, 1934

Examined and found to comply with all the requirements of law and to be correct in form and execution.

Approved:

E.Y. Mitchell
Assistant Secretary of Commerce

J.J. O'Hara

Acting Solicitor
F.B.M.

U.S. GOVT. CONTRACT SERIAL NO. C-5-ba-560
DEPARTMENT OF COMMERCE
AERONAUTICS BRANCH
AIRWAYS DIVISION, LIGHTHOUSE SERVICE

AIRWAY SAN FRANCISCO-SALT LAKE Site No. 37-B
LEASE

BETWEEN
CHARLES E. BUTTLER
AND
THE UNITED STATES OF AMERICA.

1. This LEASE, made and entered into this twenty-sixth day of August in the year one thousand nine hundred and thirty-three by and between Charles E. Butler, whose address is Beowawe, Nevada for him and his heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz:

Beginning at a point which is 729.5 feet south from the northwest corner of Section 1, T.31 N., R. 48 E., MDB&M., Eureka County, State of Nevada, said point being on the west line of said Sec. 1; thence north 64°51' E. 1577.7 ft.; thence N. 88°33' E. 2082.4 ft. to the produced line of an existing barbed wire fence; thence S. 17°08' W. along said produced line and said barbed wire fence 1871 ft. to a second existing barbed wire fence; thence S. 73°52' W. along last said barbed wire fence 2597.1 ft.; thence N. 21°58' W. 1241.7 ft. to the said west line of said Sec. 1; thence north along the said west line of said Sec. 1, 634.8 ft. to the point of beginning, containing an area of 141 acres; all property lying in the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of NE $\frac{1}{4}$ of said Sec. 1.

Together with the right to the Government and to the public to land and operate aircraft thereon;

And a right of way for ingress and egress to and from the premises; a right of way or rights of way for establishing and maintaining a pole line or pole lines for extending electric power, and a right of way for a subsurface water line to the premises; telephone, and telephone typewriter facilities to the premises; all rights of way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radio and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, and seeding the soil of the premises/which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities; and the removal of all obstructions from the premises

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1933 and ending with June 30, 1934.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of \$300.00 per annum. and otherwise upon the terms and conditions herein specified,

provided notice be given in writing to the lessor at least thirty days before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1939.

7. The lessor shall not, during the term of this lease, erect any structures on the premises nor use nor allow the use of the said premises in any manner or for any purpose inconsistent with the Air Commerce Act approved May 20, 1926 (44 Stat. 568), or with the Department of Commerce Air Commerce Regulations and intermediate landing field rules promulgated or that may from time to time be promulgated by the Secretary of Commerce under the authority

Airway San Francisco-Salt Lake Site No. 37-B

(Aeronautics Branch)

(Lease)

of the said Act of Congress, or with the rights and privileges herein granted, nor plow nor turn over the soil without the permission of the Secretary of Commerce of the United States in writing expressed.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this lease or within ninety days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: \$300.00 per annum. Payment shall be made at the end of each quarter of U.S. Government Fiscal Year.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

11. Section Number six hereof deleted before execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

WITNESS:

Milton J. Reinhart

Peggy O'Neill

Henry Simmons

Charles E. Butler

Lessor

THE UNITED STATES OF AMERICA

By W.E. Kline

W.E. Kline

Acting Supt- of Airways, 5th Dist.

APPROVED:

G.L. VIDAL

Director of Aeronautics

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This form of lease shall be used by the Aeronautics Branch of the Department of Commerce whenever the government is the lessee of real property pursuant to the Air Commerce Act of 1926.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1. The premises shall be fully described in paragraph 2.

3. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

4. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

5. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested, and, if requested by the Government, evidence of his authority to so act shall be furnished.

6. Under paragraph 6 of the lease insert additional facilities to be furnished.

7. There shall be no deviation from this form without prior approval through the Interdepartmental Board of Contracts and Adjustments, Bureau of the Budget, Washington, D.C., except--

a) The first paragraph, page 2, beginning "Together with," may be deleted if the premises are not to be used to land and operate aircraft.

(b) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year, if desired.

(c) In paragraph 5 if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" may be deleted and proper substitution made, provided that such renewal is not beyond the period of the available appropriation. If the right of renewal is not desired or can not be secured, paragraph 5 may be deleted.

(d) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(e) Additional provisions, relating to the particular subject matter that may be mutually agreed upon, may be, inserted if not in conflict with the standard provisions.

8. When deletions or other alterations are permitted, specific notation of the same shall be entered in the blank space following paragraph 10 before signing.

9. If the property leased is located in a State requiring the recording of lease in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

STATEMENT AND CERTIFICATE
OF AWARD

C-5-ba-560
(Contract Number; OR, if not
Numbered, Give Name or Con-
tractor)

Date _____, 19____
Department of Commerce, Aeronautics Branch, Airways Division, Salt Lake City, Utah.

METHOD OF OR ABSENCE OF ADVERTISING
(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.

2. (a) After advertising by circular letters sent to _____ dealers.

(b) And by notices posted in public places.

(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b) or "2(a)", depending on whether or not notices were posted.)

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.

4. Without advertising in accordance with _____.

5. Without advertising, it being impracticable to secure competition because of Most suitable location in vicinity for intermediate landing field.

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

A. To lowest bidder as to price (Expenditures).

B. To other than the lowest bidder as to price (Expenditures).

C. To highest bidder as to price (Receipts).

D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I certify that the foregoing statement is true and correct; that the agreement was made in consequence of No.5 of the method of or absence of advertising and in accordance with award of contract lettered-----, as shown above ; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

W.E. Kline Acting Supt. of Airways, 5th District.
(Signature of contracting officer) W.E. Kline

NOTE.- This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer.)

Recorded at the request of W. E. Kline Jan. 29 A. D. 1934 at 40 minutes past 9 A.M.

Peter Merialdo-----Recorder.