

File No. 21942.  
DEPARTMENT OF COMMERCE  
BUREAU OF AIR COMMERCE

CONTRACT NO. C5ba 2175

Airway San Francisco-Salt Lake Site No. 37A  
Beowawe, Nevada.

LEASE  
between  
GEORGE BERTSCHY and EVA BERTSCHY  
(Husband and Wife)  
and  
THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 24th day of February, in the year one thousand nine hundred and thirty-seven by and between George Bertschy and Eva Bertschy (husband and wife) whose address is Box 44, Beowawe, Nevada for them and their 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 agrees 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, Township 31 North, Range 48 East, MDB&M, Eureka County, State of Nevada, said point being on the west line of said Section 1; thence North  $64^{\circ}51'$  E. 1577.7 ft.; thence N.  $88^{\circ}33'$  E. 2082.4 ft. to the produced line of an existing barbed wire fence; thence S.  $17^{\circ}08'$  W. along said produced line and said barbed wire fence 1871 ft. to a second existing barbed wire fence; thence S.  $73^{\circ}52'$  W. along last said barbed wire fence 2597.1 ft.; thence N.  $21^{\circ}58'$  W. 1241.7 ft. to the said west line of said Section 1; thence North along the said west line of said Section 1 634.8 ft. to the point of beginning, containing an area of 141 acres, more or less; all property lying in the NW $\frac{1}{4}$  and the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 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, telephone and telephone typewriter facilities to the premises; and a right of way for substance water line 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, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 1, 1937, and ending with June 30, 1937

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 Three Hundred and No/100 Dollars (\$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, 1946.

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

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 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: Three Hundred and N/100 Dollars (\$300.00) per annum. Payment shall be made at the each 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. The Government is hereby granted the option to purchase the said premises at any time while this lease is in force, and the lessor agrees to sell the said premises for the sum of Four Thousand and No/100 (\$4,000.00), and to promptly furnish free of expense to the Government, a warranty deed and such abstracts and certifications as may be necessary to convey a title acceptable to the Attorney General of the United States. It is the understanding that the Government shall continue to pay rent at the rate stipulated above, until title is transferred to the United States by a deed of conveyance.

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

George Bertschy  
Eva Bertschy Lessor.  
THE UNITED STATES OF AMERICA,  
By Fred D. Fagel  
Director of Air Commerce.

STATE OF NEVADA )  
COUNTY OF EUREKA ) SS

On this 24th day of February, A.D. 1937, personally appeared before me Frank J. Smyth, a Notary Public in and for said County, George Bertschy and Eva Bertschy, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)  
My Commission expires: March 15 1940

Frank J. Smyth  
Notary Public  
Residing at: Beowawe, Nev.

Recorded at the Request of E.Z. Simonds Apr. 12 A.D. 1937 At 45 minutes past 10 A.M.

Peter Merialdo-----Recorder.