

San Francisco-Salt Lake Airway
LEASE
between
GEORGE BERTSCHY and EVA BERTSCHY
(Husband and Wife)
and
THE UNITED STATES OF AMERICA

Beacon
Site No. 37A
and Beowawe
Airway Communication Station

1. This Lease, made and entered into this 2d day of June in the year one thousand nine hundred and forty-four by and between George Bertschy and Eva Bertschy whose address is 332 South Columbia Street, Seaside, Oregon for 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 agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz: One and nine hundredths (1.09) acres in the Northeast corner of the Beowawe Intermediate Landing Field, being part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 1, T. 31 N., R. 48 E., M.D.B. & M., Eureka County, Nevada.

Beginning at a point that bears S 89°53' 50" E. 3509.87 feet from the Northwest corner of said Section 1, Thence S 17°08' W a distance of 200 feet, Thence S 88°33' W a distance of 250 feet, Thence N 17°08' E a distance of 200 feet, Thence N 88°33' E a distance of 250 feet to the point of beginning, containing 1.09 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 1.

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 rights-of-way for subsurface power, communication and water lines 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, installing drainage facilities, 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 July 1, 1944 and ending with June 30, 1945.

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 TWENTY DOLLARS Per Annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least 30 days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1949.

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 terms of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

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 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate:

TWENTY DOLLARS Per Annum

Payment shall be made at the end of each 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. This lease cancels and supersedes Lease No. C6ca-573 which includes the above described premises.

12. That portion of Article 2 which reads "Together with the right to the Government and to the public to land and operate aircraft thereon;" was deleted and Articles 11 and 12 were added, prior to signing of this lease.

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

George Bertschy

Eva Bertschy

As the holder of a mortgage dated none against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that if, while the lease is in force is foreclosed, the foreclosure shall not void the lease.

THE UNITED STATES OF AMERICA,
By G.W. Hammond
Administrative Officer.

Mortgages.

"This instrument is accepted, subject to the availability of an appropriation to cover the rental payments and shall have no legal efficacy whatsoever until the appropriation is made law."

STATE OF OREGON)
) ss
COUNTY OF CLATSOP)

BE IT REMEMBERED, That on this 2d day of June, A.D. 1944 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named George Bertschy and Eva Bertschy who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

My Commission expires August 12th 1946.

Cyril G. Brownell

Notary Public for Oregon.

Recorded at the request of J.A. Black July 15, A.D. 1944 At 45 minutes past 10 A.M.

Peter Merialdo --- Recorder.