

Teresa M. Sansinena)
)
 and) LEASE
)
The United States of America)

FEDERAL AVIATION AGENCY
5651 W. MANCHESTER AVENUE
LOS ANGELES 45, CALIFORNIA

Lease No.: FA4-1686
Elko to S.L.C. System
Beowawe Site No. 1

LEASE

Between

TERESA M. SANSINENA

and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this Twenty-seventh day of April in the year one thousand nine hundred and Sixty-one (61) by and between Teresa M. Sansinena whose address is General Delivery , Beowawe, Nevada for her and her heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, herein after 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 property, hereinafter called the premises, viz:

A 100.0 foot by 100.0 foot tract of land lying in Eureka County, State of Nevada in the N.E.¼ of Section 1, Township 31 North, Range 48 East, Mount Diablo Base and Meridian. Being more particularly described as follows: Commencing at the common corner located between Township 31 North, Range 48 East, and Township 32 North, Range 49 East, said corner also being the North East Corner of Section 1; Thence South 89° 19' 56" West a distance of 2,023.18 feet to a 3/4 inch iron pipe which marks the true point of beginning; Thence South 5° 16' 11" West a distance of 100.0 feet to a 3/4 inch iron pipe; Thence North 84° 43' 49" West a distance of 100.0 feet to a 3/4 inch iron pipe; Thence North 5° 16' 11" East a distance of 100.0 feet to a 3/4 inch iron pipe; Thence South 84° 43' 49" East a distance of 100.0 feet to a 3/4 inch iron pipe; said point marks the true point of beginning.

Tract contains approximately 0.230 acres.

All bearings are true bearings.

Together with a fifty (50) foot right-of-way, lying 25 feet on either side of the below described center line. Beginning at the true point of beginning of the access road which is located North 84° 43' 49" West a distance of 24.49 feet from the true point of beginning of the herein above described 100.0 foot by 100.0 foot tract of land; Thence North 32° 20' 52" East a distance of 54.23 feet to the center line of an existing dirt road; Thence thirty (30) foot Right-of-Way over an existing dirt road fifteen (15) feet of which lies on either side of the below described center line. Continuing from the directly above described point on a bearing of South 87° 31' 54" East a distance of 420.62 feet; Thence North 89° 29' 20" East a distance of 1,001.09 feet; Thence North 89° 53' 40" East a distance of 1,296.17 feet; Thence North 89° 51' 59" East a distance of 1,893.06 feet; Thence North 89° 49' 39" East a distance of 1,323.35 feet more or less to the intersection of the line marking the

boundary of property owned by Mrs. Theresa (Mahoney) Sansinena. Portions of the above described road lying in Township 31 North, Range 48 East and Township 32 North, Range 49 East.

All bearings are true bearings. Road R-O-W contains 4.15 acres more or less.

Together with 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 telecommunications 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 hereindescribed by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government;

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 to the establishment and maintenance of air navigation and telecommunications facilities.

And the right 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 upon the termination of this lease or within 90 days thereafter by or on behalf of the Government, or its grantees or purchasers of said fixtures, additions, structures, or signs.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 27, 1961 and ending with June 30, 1961.

4. The Government shall pay the lessor, for the premises, rent at the following rate for the term set forth in Article No. 3 above:

Six dollars (\$6.00)

Payment shall be made at the end of each Government Fiscal Year in arrears.

without the submission of invoices or vouchers.

5. This lease may, at the option of the Government, be renewed from year to year at an annual rental of \$35.00 (Thirty-Five dollars) and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives 30 days' notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1981; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

6. No Member of 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.

7. This lease is subject to the additional provisions which are set forth on the attachment, initialed by the parties hereto, and made a part hereof, identified as follows: Riders containing Page 1-A and paragraphs 8, 9, 10, 11 and 12 were attached prior to all signatures to this lease and are herein made a part of.

A sketch of the described premises was attached prior to all signatures to this lease and is herein made a part of.

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

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

Teresa M. Sansinena Lessor.

Lessor.

Lessor.

Mortgagee.

THE UNITED STATES OF AMERICA,

By T. L. Schlesinger
T. L. Schlesinger
Realty Officer Federal Aviation
Agency

Rider to Accompany Lease

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. The Government shall have the right to cut, trim and remove any or all brushes and trees in the vicinity of the premises and on the Lessor's adjoining land if these obstructions constitute a hindrance or hazard to the establishment, operation and maintenance of this facility.

10. The Lessor shall have the right to grant to third parties the right to make reasonable use of the FAA's access road, jointly with the Government, providing such use does not interfere with the Government's use of the road, and provides further that satisfactory agreement

is negotiated and uly executed by the Government with respect to the use of the road and the sharing of maintenance and repair costs.

11. The Government shall have the right to borrow fill material from the area surrounding the herein above described 100.0 foot by 100.0 foot tract of land.

12. The Government herein agrees to establish a gate along the existing dirt road leading to the R.M.L. Site. At the approximate point of intersection of the existing road and the easterly boundary line of the herein described land. The exact location to be at the direction of Mrs. Theresa (Mahoney) Sansinena.

STATE OF NEVADA)
) SS
COUNTY OF ELKO)

On this 27th day of April, 1961, before me Ross P. Eardley, a Notary Public, in and for the said County of Elko, State of Nevada, duly commissioned and sworn, personally appeared Teresa M. Sansinena personally known to me to be the person whose name is subscribed to the within instrument and she duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Elko, State of Nevada, the day and year in this certificate first above written.

(Notarial Seal)

ROSS P. Eardley
Notary Public in and for the County
of Elko, State of Nevada.
My Commission Expires: 1/5/65.

Recorded at the request of Federal Aviation Agency September 11, A.D., 1961 At 10 minutes past 8 A. M.

Willis A. DePaoli - Recorder.