

Gordon Macmillan and)
 Dorothe Macmillan)

to)

ROADWAY LEASE RIGHT-OF-WAY

United States of America)

ROADWAY LEASE

RIGHT-OF-WAY

S.L.C.-ELKO-R.M.L. System

Beowawe Site No. 1

Mr. MacMillan Road R/W

FA-WE 1853

1. For and in consideration of One Dollar(\$1.00) for the initial period the undersigned owner, on this 21 day of September, 1961 hereby grants to the United States of America, upon and across the lands of the undersigned owner located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 32 North, Range 49, East, Mount Diablo Base & Meridian, Eureka County, Nevada the right and privilege to construct and make use of approximately 0.14 miles of existing dirt roadway leading from the West to the South boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 31, and extending 15 feet on each side of the following described center line:

Beginning at the SW corner of said Section 31, thence N 89° 37' 04" E, 3915.54 feet to the true point of beginning of this right-of-way; thence N89° 49' 39" E, 702.01 feet; thence S 51° 09' 16" E, 44.99 feet to the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31, right-of-way containing 0.51 acres, more or less. Side lines shall be extended or shortened so as to terminate at property lines.

All bearings are true.

2. Together with the right of ingress and egress thereto and therefrom over the lands of the undersigned owner for the United States or its contractor or other duly authorized representative, necessary or convenient for installation, maintenance and repair of the said roadway.
3. This instrument shall become effective July 1, 1961, and shall remain in force until June 30, 1962, and may at the option of the Government be renewed from year to year at an annual rental of \$1.00 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.
4. The rights and privileges conveyed by this instrument shall be binding upon the successors and assigns of the grantor and shall inure to the benefit of the United States of America, its agencies, and instrumentalities.

5. The consideration hereinbefore stipulated shall be paid on, or after June 30th of each year this instrument remains in force, or on or after the date of its termination, in arrears without submission of certified invoices or vouchers.
6. No Member, of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this instrument or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the instrument be for the general benefit of such corporation or company.
7. The owner warrants that no person or selling agency has been employed or retained to solicit or secure this instrument upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the owner for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this instrument 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.
8. Owner reserves the right to change or alter the access road, at owners' expense, to the R. M. L. site. The said altered or changed road shall be of equal or better standard than the U.S.A. road.

A Beowawe Access road Right-of-Way Survey Map was added and initialed and is made a part hereof.

Gordon Macmillan

Dorothe Macmillan

Owner:

Address:

Witnesses:

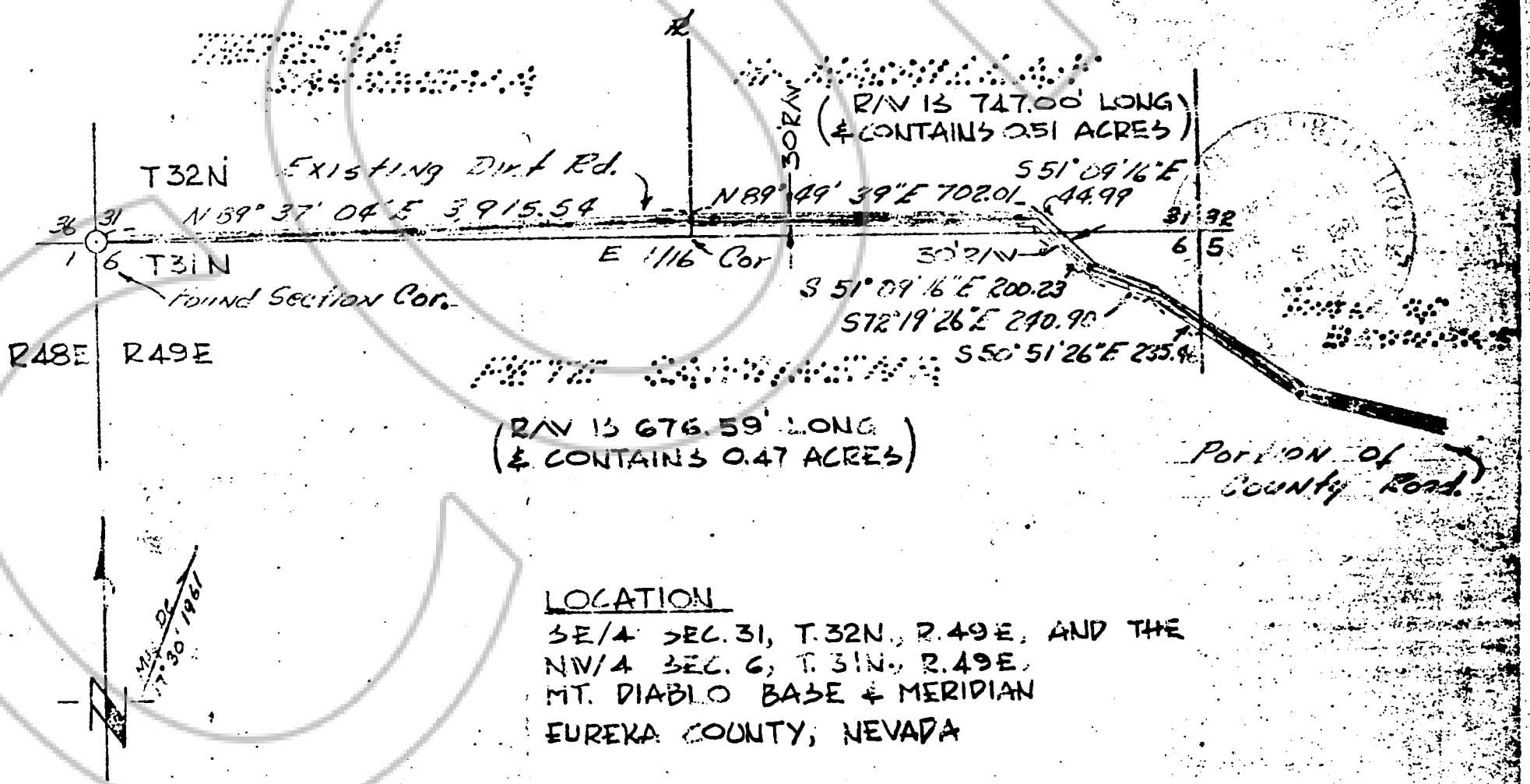
THE UNITED STATES OF AMERICA

By T. L. Schlesinger

T. L. Schlesinger

Realty Officer

Federal Aviation Agency



LOCATION

SE/4 SEC. 31, T. 32N, R. 49E, AND THE
 NW/4 SEC. 6, T. 31N, R. 49E,
 MT. DIABLO BASE & MERIDIAN
 EUREKA COUNTY, NEVADA

NO SCALE

SURVEYED BY H.C. PAVCY 4/17/61

Subject to correction
 H.C. Pavcy

FEDERAL AVIATION AGENCY
 ACCESS ROAD RIGHT OF WAY
 SURVEY MAP

SITE 1, BEOWAWE
 ELKO RML SYSTEM

STATE OF NEVADA,)
) SS
COUNTY OF ELKO.)

On this 21st day of September, 1961, before me GEORGE F. WRIGHT a Notary Public, in and for said County of Elko, State of Nevada, duly commissioned and sworn, personally appeared GORDON MACMILLAN and DOROTHE MACMILLAN, his wife, personally known to me to be the persons whose name is subscribed to the within instrument and they duly acknowledged to me that they 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)

George F. Wright
Notary Public in and for the
County of Elko, State of Nevada
My Commission Expires: June 23,
1963.

Recorded at the request of Federal Aviation Agency November 1, A.D., 1961 At 10 minutes past
8 A. M.

Willis A. DePaoli - Recorder.