

FEDERAL AVIATION AGENCY

LEASE

3660M

Lease No.:

Site 2, Carl in
Elko RML System

FA-WE 1898

between

Southern Pacific Company

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 25th day of October in the year one thousand nine hundred and sixty-one by and between Southern Pacific Land-Company whose address is
65 Market St.
San Francisco, California

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 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 parcel of land located in the SW $\frac{1}{4}$ of Section 17, T. 32 N., R. 51 E, of the Mount Diablo Base and Meridian, County of Eureka, State of Nevada, and more fully described as follows:

Beginning at the NW Corner of said section 17; thence S14°21'29" E, 2977.68 feet more or less to a $\frac{3}{4}$ iron pipe marking the true point of beginning for this description; thence N 20°44'55"W, 100.0 feet; thence N 69°15'05" E, 100.0 feet; thence S 20°44'55" E, 100.0 feet; thence S 69°15'05"W, 100.00 feet to the true point of beginning; parcel containing 0.23 acres more or less.

Together with a right-of-way for an access road extending 15 feet on each side the following described center line:

Beginning at the true point of beginning of the above described 100.0 foot by 100.0 foot parcel; thence N 20°44'55" W, 100.0 feet; thence N 69°15'05"E, 100.0 feet; thence S20°44'55" E, 34.02 feet to a point which is the point of beginning of this right-of-way; thence N 51°32'20" E, 108.05 feet; thence N 32°45'00" E, 64.65 feet; thence N 27°19'20" W, 80.74 feet; thence S 89°55'50" W, 41.31 feet more or less to the State of Nevada Highway right-of-way; right of-way containing 0.20 acres more or less.

All bearings are true bearings, as referred to the bearings recorded in Grant Deed No. 4335-F between Southern Pacific Land Company and American Telephone and Telegraph Company.

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 July 1, 1961 and ending with June 30, 1962.

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: Twenty-five Dollars (\$25.00).

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 \$25.00 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 1971; 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:
A survey map and a rider containing Articles 8, 9, 10 and 11

Rider to Accompany Lease

FA-WE 1898

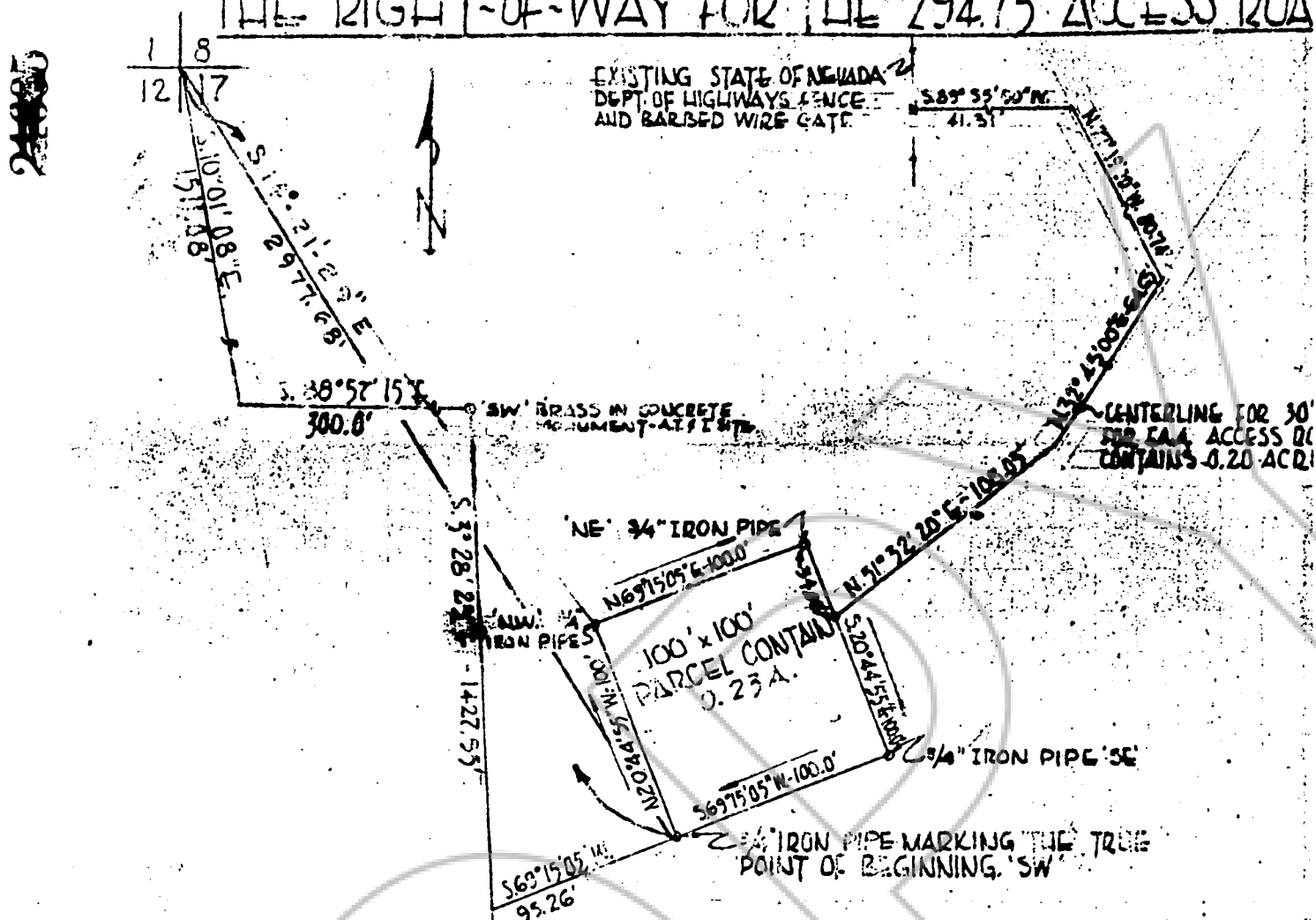
8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained 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 uses of the FAA 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 duly executed by the Government with respect to the use of the road and the sharing of maintenance and repair costs.

11. Said property shall be used exclusively for microwave repeater site and access road thereto and for no other purposes.

SKETCH OF 100.0' BY 100.0' PARCEL OF LAND AND
THE RIGHT-OF-WAY FOR THE 294.75' ACCESS ROAD



FEDERAL AVIATION AGENCY ~ ELKO TO S.L.C. R.M.L. SYSTEM
CARLIN SITE # 2 4-25-61

OWNER: SOUTHERN PACIFIC LAND CO.

SECTION 17 - SW 1/4

T. 32 N. - 12. 51 E.

MOUNT DIABLO BASE AND MERIDIAN

EUREKA COUNTY, STATE OF NEVADA

SURVEYED BY: NICK BOYIAZIS

ALL BEARINGS ARE TRUE BEARINGS, AS REFERED TO THE BEARINGS RECORDED IN GRANT DEED NO. 4335-F BETWEEN THE SOUTHERN PACIFIC LAND CO. AND AMERICAN TELEPHONE AND TELEGRAPH CO.

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

IN QUADRUPLICATE

SOUTHERN PACIFIC COMPANY

By L. Frandsen
Manager Land Dept. Lessor.

(Corporate Seal)

Attest T.F. Ryan
Assistant Secretary Lessor.

THE UNITED STATES OF AMERICA,

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

STATE OF CALIFORNIA,)
) ss.
 City and County of San)
 Francisco)

On this 9th day of November in the year One Thousand Nine Hundred and Sixty One before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared L. Frandsen and T. F. Ryan, known to me to be the Manager, Land Department, and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

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

(Notarial Seal)

Norman T. Stone
 Notary Public in and for the City and County of San
 Francisco, State of California.

My Commission Expires October 25, 1964.

Recorded at the request of Federal Aviation Agency February 19, A.D., 1962 At 10 minutes past 8 A. M.

Willis A. DePaoli-Recorder.