

56829
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION AGENCY
ADMINISTRATION

5651 WEST MANCHESTER AVENUE
LOS ANGELES, CALIFORNIA 90045

Lease No.: DOT-FA71WB-1242
R/L Site #2 & R/W
Carlin, Nevada

LEASE 3320 A

between
LAND
SOUTHERN PACIFIC COMPANY

and
THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 20th day of September
in the year one thousand nine hundred and seventy-one
by and between Land
Southern Pacific Company
whose address is Land Department Natural Resources
65 Market Street One Market Street, Room 200
San Francisco, California 94105

for itself and its ~~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:

(SEE PAGE 1A FOR LEGAL DESCRIPTION)

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LEGAL DESCRIPTION
RML SITE #2 & R/W

A 100.0 foot by 100.0 foot parcel of land located in the SW $\frac{1}{4}$ of Section 17, T.32N., R. 51E, 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 S $14^{\circ} 21' 29''$ 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 $20^{\circ} 44' 55''$ W, 100.0 feet; thence N $69^{\circ} 15' 05''$ E, 100.0 feet; thence S $20^{\circ} 44' 55''$ E, 100.0 feet; thence S $69^{\circ} 15' 05''$ W, 100.0 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 of 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 $20^{\circ} 44' 55''$ W, 100.0 feet; thence N $69^{\circ} 15' 05''$ E, 100.0 feet; thence S $20^{\circ} 44' 55''$ E, 34.02 feet to a point which is the point of beginning of this right-of-way; thence N $51^{\circ} 32' 20''$ E, 108.05 feet; thence N $32^{\circ} 45' 00''$ E, 64.65 feet; thence N $27^{\circ} 19' 20''$ W, 80.74 feet; thence S $89^{\circ} 55' 50''$ 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 poles 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

A 15 July 1971

and ending with June 30, 19 72

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 AND NO/100 DOLLARS (\$25.00) per annum

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 (TWENTY-FIVE AND NO/100 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 1982; **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 Attachment containing Articles 8, 9, 10, 11, 12, 13 and 14, and ~~15~~.

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Form FAA-413 (2-69)
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ATTACHMENT TO LEASE, CONTRACT NO. DOT-PA71WE-1242

8. It is hereby agreed between the parties that, upon the termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this Lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
9. COVENANT AGAINST CONTINGENT FEES. 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 a commission, brokerage, percentage, or contingent fee, excepting bonafide employees or bonafide 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, brokerage, percentage, or contingent fee.
10. The United States shall have the right at any time during the term of this Lease to terminate any or all rights hereby granted by giving the Owner thirty (30) days' notice of its intention to do so. Such notice shall be in writing and shall be mailed to the ~~Southern Pacific Company, Land Department, 65 Market Street, San Francisco, California,~~ and the Owner shall have similar rights of cancellation by mailing a six months' notice to the Federal Aviation Administration, Attention: Real Estate & Utilities Section, Post Office Box 92007, Los Angeles, California 90009.
11. The Government shall have the right to cut, trim and remove any or all bushes 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.
12. The Lessor shall have the right to grant to third parties the right to make reasonable use 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.

INITIALS: OWE Lessor

M Government

*Southern Pacific Land Company, Natural Resources, One Market Street, San Francisco, California 94105.

ATTACHMENT TO LEASE, CONTRACT NO. DOT-FA71WE-1242

(CONTINUED)

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

14. Irrelevant words in paragraph 1 were deleted prior to signatures by the parties hereto.

~~15. Government agrees to take such precautions and steps as may be necessary, at Government's expense, to prevent interference by government installations with such communication facilities as may hereinafter be installed and maintained by Southern Pacific Transportation Company, a corporation, in the vicinity of said premises. Government also agrees to cooperate with representatives or agents of said Southern Pacific Transportation Company to determine the cause of any such interference with said communication facilities.~~

INITIALS: SMC Lessor

NA Government

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

IN QUADRUPPLICATE

LAND

SOUTHERN PACIFIC COMPANY

As the holder of a mortgage, dated

recorded in

Liber _____, pages _____

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.

By: R. W. Ehmke

Title: ASSISTANT MANAGER, NATURAL RESOURCES Lessor

Lessor

Lessor

Lessor

Mortgagee

Lessor

THE UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION

Date: DEC 28 1971

By: Mark V. Tyler

MARK V. TYLER, Contracting Officer

(If the lessor is a corporation, appropriate certificate shall be executed by the secretary or assistant secretary in the space provided below. Also, if acknowledgment by notary is required, such may be inserted in the space provided below.)

I, C. E. Eagan, certify that I am the

Vice President and Secretary of the

Corporation named in the attached Lease; that R. W. Ehmke

who signed said Lease on behalf of the Corporation was then Assistant

Manager, Natural Resources of said Corporation; that said Lease was duly

signed for and in behalf of said Corporation by authority of its governing

body, and is within the scope of its corporate powers.

C. E. Eagan
CORPORATE SEAL
SEAL Affixed

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