

80156

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
P. O. Box 92007, Worldway Postal Center  
Los Angeles, California 90009

Lease No.: DTFA08-81-L-10154  
RMLR  
Beowawe, Nevada

LEASE

between

TERESA M. SANSINENA

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this 15<sup>th</sup> day of April  
in the year one thousand nine hundred and eighty-one  
by and between Teresa M. Sansinena

whose address is General Delivery  
Beowawe, Nevada 89821

for her and her 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:

1. For the term beginning July 1, 1981 and ending September 30, 1981 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.  $\frac{1}{4}$  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  $89^{\circ} 19' 56''$  West a distance of 2,023.18 feet to a  $\frac{3}{4}$  inch iron pipe which marks the true point of beginning; Thence South  $5^{\circ} 16' 11''$  West a distance of 100.0 feet to a  $\frac{3}{4}$  inch iron pipe; Thence North  $84^{\circ} 43' 49''$  West a distance of 100.0 feet to a  $\frac{3}{4}$  inch iron pipe; Thence North  $5^{\circ} 16' 11''$  East a distance of 100.0 feet to a  $\frac{3}{4}$  inch iron pipe; Thence South  $84^{\circ} 43' 49''$  East a distance of 100.0 feet to a  $\frac{3}{4}$  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  $84^{\circ} 43' 49''$  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  $32^{\circ} 20' 52''$  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  $87^{\circ} 31' 54''$  East a distance of 420.62 feet; Thence North  $89^{\circ} 29' 20''$  East a distance of 1,001.09 feet; Thence North  $89^{\circ} 53' 40''$  East a distance of 1,296.17 feet; Thence North  $89^{\circ} 51' 59''$  East a distance of 1,893.06 feet; Thence North  $89^{\circ} 49' 39''$  East a distance of 1,323.35 feet more or less to the intersection of the line marking the boundary of property owned by Teresa M. 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.

a. Together with a right-of-way for ingress to and egress 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 right-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 herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and 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.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs 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 date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year 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 (1) year unless the Government gives the Lessor thirty (30) days written 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 September 192001; *AND PROVIDED FURTHER*, that adequate appropriations are available from year to year for the payment of rentals.

3. The Government shall pay the Lessor rental for the premises in the amount of  
Twelve and 50/100 dollars (\$12.50)

for the term set forth in Article 1 above, and

Fifty and no/100 dollars (\$50.00)

per year for each  
annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each  
without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least 30 days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under

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this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by nature elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

6. (a) Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under the Lease which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary; or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessor shall proceed diligently with the performance of the Lease and in accordance with the Contracting Officer's decision.

(b) This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; *PROVIDED*, That nothing in the Lease shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. 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.

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 a commission, brokerage, percentage or contingent fee, except 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 amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Teresa M. Sansinena  
General Delivery  
Beowawe, Nevada 89821

To the Government: DOT/Federal Aviation Administration  
Real Property & Utilities Section, AWE-56A  
P. O. Box 92007, WPC  
Los Angeles, CA 90009

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10. This lease is subject to the addition provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

11. 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.

12. 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.

13. 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 provided 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.

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

15. Articles 1 through 15 were added prior to execution of this lease.

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 \_\_\_\_\_

\_\_\_\_\_, 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.

(Mortgagee)

Teresa M. Sansinena  
TERESA M. SANSINENA (Lessor)

SSN # \_\_\_\_\_ (Lessor)

\_\_\_\_\_. (Lessor)

\_\_\_\_\_. (Lessor)

\_\_\_\_\_. (Lessor)

THE UNITED STATES OF AMERICA

By Mary Ann Presson  
MARY ANN PRESSON

Title Realty Specialist, Contracting Officer

Date April 15, 1981



## PERSONAL NOTARY FORM

STATE OF NEVADA )  
 )  
 COUNTY OF HUMBOLDT )

SS

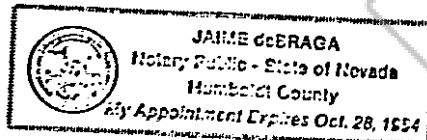
On this 7th day of April 19 81, before me

Jaime deBraga Notary Public, in and  
 for the said County of Humboldt, State of Nevada,  
 duly commissioned and sworn, personally appeared

Teresa 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 Humboldt, State of Nevada,  
 the day and year in this certificate first above written.



(Signed)

Jaime de Braga  
 Notary Public in and for the County  
 of Humboldt, State of Nevada

My Commission Expires: 10/28/84

RECORDED AT REQUEST OF  
Dept. of Transportation - FAA  
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81 APR 20 AM 11:21

OFFICIAL RECORDS  
 CLERK OF SUPERIOR COURT, NEVADA  
 WILLIS A. DUFFY, REC'D  
 FILE NO. 80156  
 FEE \$ 2.00