

SOUTHERN PACIFIC LAND COMPANY
COPY

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

Lease No.: DTFA08-81-L-10147
RMLR & R/W
Carlin, Nevada

LEASE

between

SOUTHERN PACIFIC LAND COMPANY

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this 16th day of June
in the year one thousand nine hundred and eighty-one
by and between Southern Pacific Land Company
Natural Resources
whose address is One Market Plaza
San Francisco, California 94105

for ~~joint use, control, and administration~~, 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, 19 81 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, ~~or~~ for the purpose of operating and maintaining a Radar Microwave Link Repeater (RMLR) facility and Right of Way for access road in connection therewith, viz:

(SEE PAGE 1A FOR LEGAL DESCRIPTION)

LEGAL DESCRIPTION

A 100.0 foot by 100.0 foot parcel of land located in the SW $\frac{1}{4}$ of Section 17, T32N, R51E, 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° 21' 29" E, 2977.68 feet more or less to a 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, 100.0 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° 44' 55" W, 100.0 feet; thence N 69° 15' 05" E, 100.0 feet; thence S 20° 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.

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 1986; *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 One Hundred, Twenty-five and No/100 Dollars (\$125.00)

for the term set forth in Article 1 above, and
Five Hundred and No/100 Dollars (\$500.00)

per year for each
annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each
year 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 60 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

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:

	Southern Pacific Land Company
	Natural Resources
To the Lessor:	One Market Plaza
	San Francisco, California 94105
	DOT/Federal Aviation Administration
To the Government:	Real Estate & Utilities Branch, AWE-56
	P.O. Box 92007, World Way Postal Center
	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 shall have the right to grant 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.

12. 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.

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

14. The Government agrees to cooperate with representatives or agents of said Southern Pacific Transportation Company to determine the cause of any interference with said communication facilities and, if found to be caused by Government's equipment, to promptly correct same.

15. The Government agrees, in accordance with Nevada SB-204 law, to pay the lessor an amount equal to the State and County ad valorem taxes levied upon and assessed against the leased premises upon receipt of an annual billing.

(SEE CONTINUATION SHEET FOR ARTICLES 16 and 17)

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 _____

SOUTHERN PACIFIC LAND COMPANY

_____, recorded in Liber

By: [Signature] (Lessor)

_____, 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.

Title: Vice President and General Manager (Lessor)

_____, (Lessor)

_____, (Lessor)

_____, (Lessor)

(Mortgagee)

DEPARTMENT OF TRANSPORTATION
THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: [Signature]
JOAN C. ZUBARIE, Contracting Officer

Title: Real Estate & Utilities Branch, AWE-56

June 16, 1981

(CONTINUED FROM PAGE 4)

16. The Government shall indemnify and save harmless the Lessor for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under Federal Tort Claims Act of 1945 (28 USC 2671 et seq.) as now or hereafter amended. The Lessor shall furnish the Government with reasonable notice of any claims made against the Government.

17. Irrelevant wording in the introductory paragraph and Article 6 in its entirety were deleted; Attachment 1 was added prior to execution of this lease by either party.

STATE OF CALIFORNIA } ss.
City and County of San Francisco }

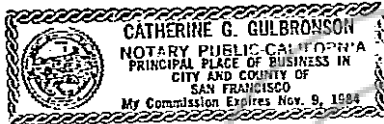
On this 26th day of June in the year One Thousand Nine Hundred and Eighty One before me, CATHERINE G. GULBRONSON a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

(One Market Plaza)

W. F. Herbert

known to me to be the Vice President and General Manager

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same.



Corporation

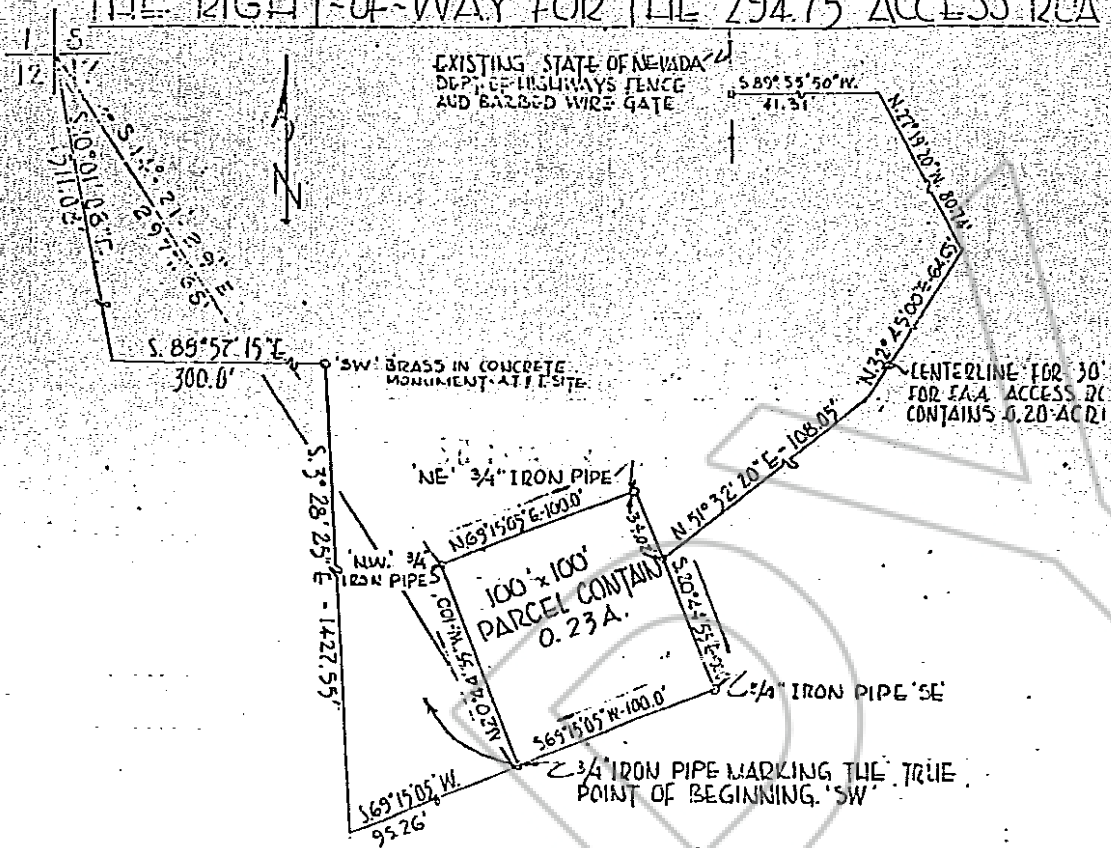
My Commission Expires November 9, 1984

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.

Catherine Gulbranson

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

SKETCH OF 100' 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. - R. 51 E.
MOUNT DIABLO BASE AND MERIDIAN
EUREKA COUNTY; STATE OF NEVADA

SURVEYED BY: NICK BOYIAZIS

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

RECORDED AT REQUEST OF
Federal Aviation Administration
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81 JUL 28 AID: 52

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAULY, RECORDER
FILE NO. 81355
FEE \$ 11.00

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