

85383

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
P. O. BOX 92007 WPC
LOS ANGELES, CALIFORNIA 90009

DT-FA08-81L-10152
S.L.C.-ELKO-RML System
Beowawe RMLR Road R/W
Beowawe, Nevada

ROADWAY LEASE

1. For and in consideration of the obligations assumed by the Government in its maintenance of the following roadway, the undersigned Lessor, on this 1st day of July, 1981, hereby grants to the United States of America, (upon and across the lands of said Lessor located in the SW1/4, SE1/4 of Section 31, Township 32 North and NE1/4 NE1/4 of Section 6, Township 31 North, Range 49 East, Mount Diablo Base & Meridian, Eureka County, Nevada, being generally shown on Exhibit "A" attached hereto and made a part hereof) the right and privilege to use and maintain approximately .27 miles of an access road leading from the West boundary of said SW1/4 SE1/4 of Section 31 to the East boundary of said NE1/4 NE1/4 of Section 6, 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 SW1/4 SE1/4 of said Section 31, thence 51° 09' 16" E, 200.23 feet; thence 72° 19' 26" E, 240.90 feet; thence S 50° 51' 26" E, 235.46 feet to the East boundary of said NE1/4 NE1/4 of Section 6, right-of-way containing .98 acres, more or less. Side lines shall be extended or shortened so as to terminate at property lines.

All bearings are true.

2. The rights granted herein shall include the non-exclusive rights of ingress and egress over the above lands of the undersigned for the United States and its contractors or other duly authorized representatives, as necessary or convenient for access to the Government's facility in Section 1, T 31 N, R 48 E, and for installation, maintenance, and repair of said roadway.
3. This instrument shall become effective July 1, 1981, and shall remain in force until September 30, 1981, and may, at the option of the Government, be renewed from year to year without cost upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the instrument renewed each year for one year unless the Government gives 30 days' notice that it will not exercise its option, before this instrument or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy and use beyond the 30th day of September 2001.

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4. The rights and privileges conveyed by this instrument shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the United States of America, its agencies, and instrumentalities.
5. 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.
6. The Lessor 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 Lessor 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.
7. It is understood and agreed between the parties hereto that the extent of maintenance to be performed by the Government will be only that necessary for the Government's travel to its facility for purposes related to the installation, operation, and maintenance of its facility.
8. The Lessor shall have the right to grant to third parties the right to make reasonable use of subject roadway jointly with the Government and the Lessor, PROVIDED such use does not interfere with the Government's use of the roadway, and PROVIDED FURTHER that a satisfactory agreement is negotiated and duly executed between that third party and the Government with respect to use of the roadway and the sharing of maintenance and repair costs.
9. The Government shall indemnify and save harmless the Lessor for and against all claims for compensatory money damages 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 the 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.

10. This roadway lease is entered into this 16th day of July,
~~1981.~~
1982

INC.
ZEDA CORPORATION

By C. Robert Cox

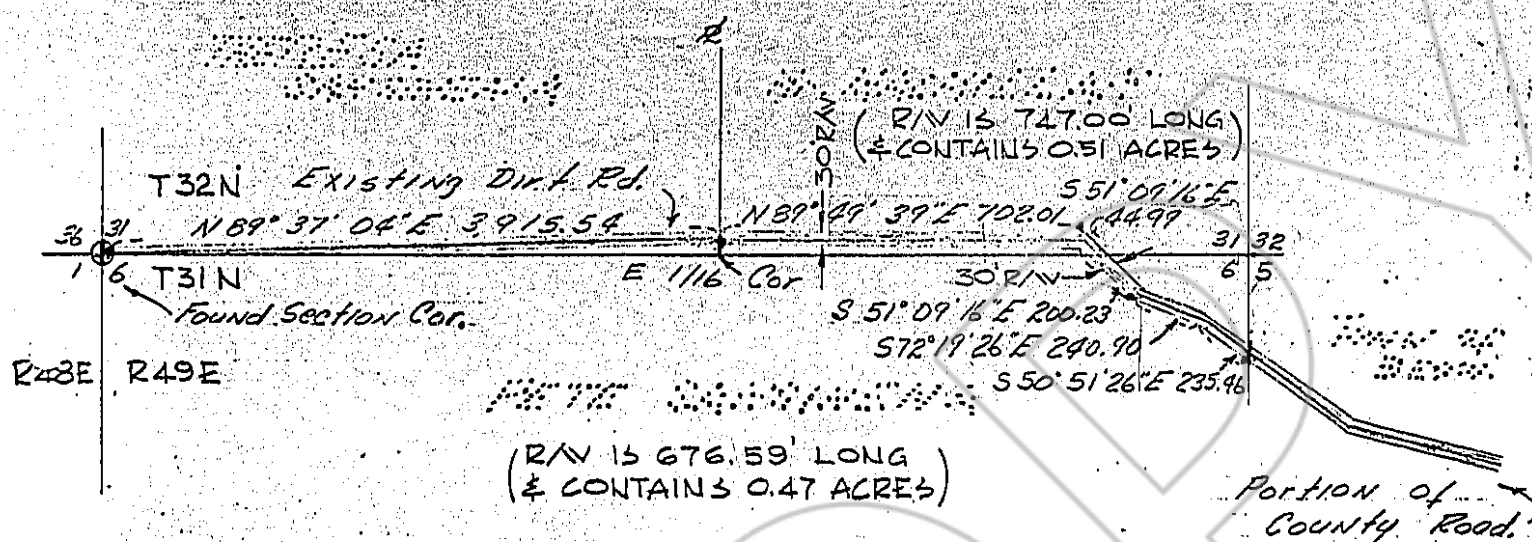
Title President

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By Mary Ann Presson
MARY ANN PRESSON

Title Contracting Officer

Date July 16, 1982



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EXHIBIT "A"

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

P. S.

FEDERAL AVIATION AGENCY
 ACCESS ROAD RIGHT OF WAY
 SURVEY MAP
 SITE 1, BEOWAVE
 ELKO RML SYSTEM

NO SCALE

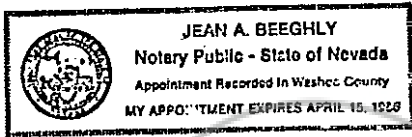
SURVEYED BY H.C. PAVCY 4/17/61

PERSONAL NOTARY FORM

STATE OF Nevada)
COUNTY OF Washoe) SS

On this 15th day of July 1982, before me
Jean A. Beeghly a Notary Public, in and
for the said County of Washoe, State of Nevada,
duly commissioned and sworn, personally appeared C. Robert Cox,
President of Zeda, Inc.
personally known to me to be the person whose name is subscribed to the
within instrument and he duly acknowledged to me that he executed
the same.

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



(Signed) Jean A. Beeghly
Notary Public in and for the County
of Washoe, State of Nevada
My Commission Expires April 15, 1982

RECORDED AT REQUEST OF
U.S. Dept. of Transportation / FAN
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82 SEP 21 A10:24

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAULI - RECORDER
FILE NO: 85383
FEES 8.00