



U.S. Department of Transportation
Federal Aviation Administration

After Recording return to:

FAA, AWP-56
P.O. Box 92007, WPC
Los Angeles, CA 90009

Lease No.: DTFA08-86-L-11661
VORTAC land site
Picche, NV

LEASE

between

GRACE R. JAMES

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this
in the year one thousand nine hundred and Eighty-Eight
by and between

Grace R. James

whose address is P.O. Box 251, Pioche, NV 89043

for herself and her heirs, executors, administrators, successors, and assigns,
hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government;

28th day of *December*

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

I. For the term beginning July 1, 1988 and ending September 30, 19 89 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Southeast Quarter SE1/4) of Section 31, Township 5 North, Range 68 East, M.D.B. & M., containing 120 acres, more or less.

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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 30 day of sept. ~~2008~~ *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 **Four Thousand, Three Hundred and Seventy Five (\$4,375.00) Dollars**

for the term set forth in Article I above, and **Three Thousand, Five Hundred Dollars (\$3,500.00)**

per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each quarter 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 90 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 un-restored, 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.

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6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).
- (b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.
- (c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.
- (ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.
- (iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.
- (d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith, the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.
- (e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.
- (g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.
- (h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.
- (i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

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.

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

To the Lessor: GRACE R. JAMES
P.O. Box 251, Pioche, NV 89043

To the Government: DOT/FAA, AWP-56
P.O. Box 92007, WPC, Los Angeles, CA 90009

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

Additional Provisions are identified on page 5, attached hereto and by this reference made a part hereof.

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 volume _____

_____, 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)

GRACE R. JAMES

Grace R. James (Lessor)

_____ (Lessor)

THE UNITED STATES OF AMERICA

By David House

Title Contracting Officer

DEC 28 1968

Wilson Creek VORTAC, Pioche, Nevada

Article 10. continued.

a. 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 lessors adjoining land if these obstructions constitute a hindrance or hazard to the establishment, operation and maintenance of this facility.

b. 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, provided such use does not interfere with the Government's use of the road, and provided further that a satisfactory agreement is negotiated and duly executed by the Government with respect to use of the road and the sharing of maintenance, construction and repair costs.

c. The Lessor may utilize the unused and unfenced portion of the leased plot for grazing and farming, except price supported crops in excess supply, provided that this use does not interfere with the establishment, operation and maintenance of this facility. The Government shall not be liable for any injury, damage or loss to the person or property of the Lessor or any agent of his while the Lessor is utilizing the leased plot under this Article.

d. The Lessor hereby agrees, as protection to proper operation of a VORTAC facility by the United States of America, to prohibit and refrain from the erection of any structure, building, tower, metallic fences, pole or pole lines, or the growth of trees or high shrubs on property of the owner within 1200 feet of the center of the radio facility. Lessor agrees not to alter or allow the alteration of any existing fencing, drainage ditches, buildings or structures within this 1200 foot obstruction restriction area, without prior FAA approval. The Lessor further agrees not to park vehicles or equipment within 400 feet of the center of the plot.

PERSONAL NOTARY FORM

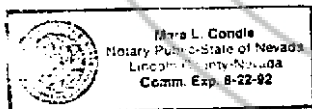
STATE OF NEVADA)
)
COUNTY OF LINCOLN)

SS

On this 28th day of November 19 88, before me
Mara L. Condie a Notary Public, in and
for the said County of Lincoln, State of Nevada,
duly commissioned and sworn, personally appeared
Grace R. James

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



(Signed) Mara L. Condie
Notary Public in and for the County
of Lincoln, State of Nevada
My Commission Expires: 8-22-92

No. 90504
FILED AND RECORDED AT REQUEST OF
U.S. Dept. of Transportation
January 5, 1989
AT 1 MIDDLETOWN 1 O'CLOCK
P. M. IN BOOK 83 OF OFFICIAL
RECORDS, PAGE 521 LINCOLN
COUNTY, NEVADA.

FRANK C. HULSE
COUNTY RECORDER
By Mara Condie, Deputy