

Official Record

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Lincoln County - NV

Leslie Boucher - Recorder

Fee \$28.00 Page 1 of 15

RPTT: Recorded By: AE

Book- 269 Page- 0209



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Land Lease off Airport

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. 9Per NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

John D. ...  
Signature Title

Signature \_\_\_\_\_

Date \_\_\_\_\_

Grantees address and mail tax statement:

WILLIAM DEVLIN

P.O. BOX 243

PROCKE, NV 89043



**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION  
ADMINISTRATION**

**LAND LEASE OFF AIRPORT**

**Lease No: DTFANM -10 - L -00021  
PIOCHE, NV 89043**

THIS LEASE is hereby entered into by William Devlin, Jean Devlin Johnson, Janice Devlin Kolinchock, Patricia Devlin Denison, and James Devlin whose address is P.O. Box 243 Pioche, NV 89043 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

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

**1. PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

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.

A. Together with a right-of-way for ingress to and egress from the premises;(For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, 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 Government 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.

2. TERM (AUG-02):

To have and to hold, for the term commencing on October 1, 2009 and continuing through September 30, 2014 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. CONSIDERATION (COST) (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of \$5790 per Year during the lease period. Payments shall be made in arrears at the end of each Year without the submission of invoices or vouchers. The payments shall be made to: William Devlin and James Devlin and sent to: P.O. Box 243 Pioche, NV 89043 or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

4. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".



(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".



(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

#### 5. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

#### 6. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least 90 days before the effective termination date

**7. QUIET ENJOYMENT (OCT-96):**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

**8. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):**

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

**9. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):**

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.



**10. NOTICES (OCT-96):**

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

**TO LESSOR:**

William Devlin, Jean Devlin Johnson, Janice Devlin Kolinchock, Patricia Devlin Denison, and James Devlin  
P.O. Box 243  
Pioche, NV 98043

**TO GOVERNMENT:**

Federal Aviation Administration  
Real Estate and Utilities Group  
1601 Lind Ave SW  
Renton, WA 98057-3356

**11a. CONTRACT DISPUTES (Nov. 03)**

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**12b. PROTEST (Nov. 03)**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for



Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

### 13. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

### 14. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

### 14. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.



**15. OFFICIALS NOT TO BENEFIT (OCT-96):**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**16. NON-RESTORATION (OCT-96):**

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), 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. Such abandoned equipment shall become the property of the Lessor.

**17. LEASE SUCCESSION (AUG-02):** This lease supersedes Lease No. DTFA08-86-L-11661 and all other previous agreements between the parties for the leased property described in this document.

**18. ADDITIONAL PROVISIONS:**

- 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

19. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

William Devlin Date: 9-23-11  
William Devlin

Jean M Johnson Date: 9-23-11  
Jean Devlin Johnson

Janice D. Kolinchok Date: 9-28-11  
Janice Devlin Kolinchok

Patricia Devlin Denison Date: 9-26-11  
Patricia Devlin Denison

James M Devlin Date: 9-23-11  
James Devlin

UNITED STATES OF AMERICA:

[Signature] Date: 10.04.2011  
(Signature)

Contracting Officer.  
(Official Title)

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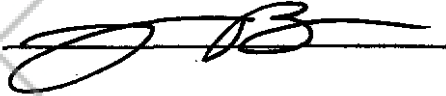
NOTARY CERTIFICATES

STATE OF Arizona

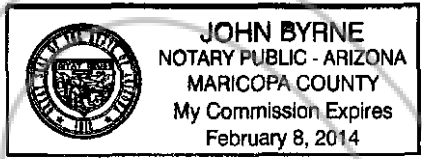
COUNTY OF Maricopa

On the 28 day of September 2010 before me John Byrne, Notary Public, personally appeared Junice Kalinichak. This person is known to me to be the person whose name is subscribed to the within instrument and he/she has duly acknowledged to me that he/she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

By: 

(SEAL)



Notary Public in and for the County of Maricopa, State of Arizona

My commission expires: 2/8/14



NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Lincoln

On the 23 day of September, 2011 before me Alyson Hammond, Notary Public, personally appeared William Devlin. This person is known to me to be the person whose name is subscribed to the within instrument and he/she has duly acknowledged to me that he/she executed same.

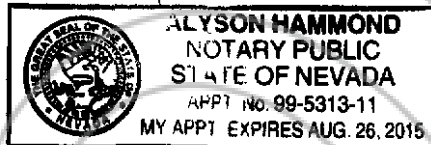
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

By: Alyson Hammond

Notary Public in and for the County of  
Lincoln, State of  
Nevada

My commission expires: Aug. 26. 2015

(SEAL)





NOTARY CERTIFICATES

STATE OF Nevada

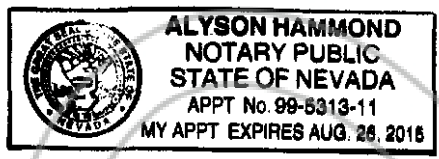
COUNTY OF Lincoln

On the 23 day of September 2010 before me Alyson Hammond, Notary Public, personally appeared James Devlin. This person is known to me to be the person whose name is subscribed to the within instrument and he/she has duly acknowledged to me that he/she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

By: Alyson Hammond

(SEAL)



Notary Public in and for the County of Lincoln, State of Nevada.

My commission expires: Aug. 26, 2015



NOTARY CERTIFICATES

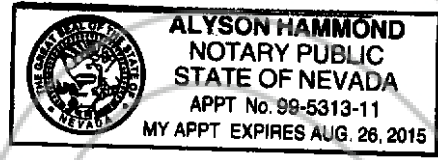
STATE OF Nevada

COUNTY OF Lincoln

On the 23 day of September 2014 before me Alyson Hammond, Notary Public, personally appeared Jean D Johnson. This person is known to me to be the person whose name is subscribed to the within instrument and he/she has duly acknowledged to me that he/she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

(SEAL)



By: Alyson Hammond

Notary Public in and for the County of Lincoln, State of Nevada

My commission expires: Aug. 26, 2015



NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Clark

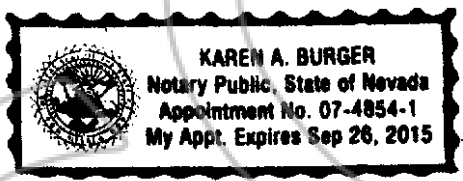
On the 26th day of Sept., ~~2010~~<sup>2011</sup> before me Karen A. Burger, Notary Public, personally appeared Patricia Denison. This person is known to me to be the person whose name is subscribed to the within instrument and he/she has duly acknowledged to me that he/she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

By: Karen A. Burger

(SEAL)

Notary Public in and for the County of Clark, State of Nevada.



My commission expires: Sept. 26, 2015