

Official Record

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Lincoln County - NV
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Fee: \$49.00 Page 1 of 11
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RETURN DOCUMENT TO:

Federal Aviation Administration

1601 Lind Ave SW

Renton, WA 98057



0152400

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S): Supplemental Lease Agreement	
AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED: DTFANM-10-L-00021 SLA No. 1	
Additional reference numbers can be found on page _____ of document.	
GRANTOR(S)	William Devlin, Jean Devlin Johnson, Janice Devlin Kolinchock, Patricia Devlin Denison, and James Devlin
Additional grantor(s) can be found on page _____ of document.	
GRANTEE(S):	Federal Aviation Administration
Additional grantee(s) can be found on page _____ of document.	
ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)	
SE1/4 of the NE1/4 and the E1/2 of the SE1/4 of Sec 31, T5N, R68E, M.D.B. 3 M, County of Lincoln, State of Nevada	
Additional legal(s) can be found on page _____ of document.	
ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER: 005-171-10	
Additional numbers can be found on page _____	

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 7/14/2014
	TO LEASE NO. DTFANM-10-L-00021	

ADDRESS OF 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.

THIS AGREEMENT, made and entered into this date by and between

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 called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government wishes to extend the lease term for an additional 5 years, increase the rental amount, add updated clauses, and other mandatory clauses.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, effective October 1, 2014, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

Clause 2. TERM (AUG-02), shall be deleted in its entirety and replaced with the following:

2. TERM (AUG-02):
 To have and to hold, for the term commencing on 10/01/2009 and continuing through 09/30/2019 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595



Clause 5. CONSIDERATION (COST) (AUG-02), shall be deleted in its entirety and replaced with:

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

The Government shall pay the Lessor rental for the premises in the amount of \$6330.00 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, Jean Devlin Johnson, Janice Devlin Kolinchock, Patricia Devlin Denison, 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.

Delete Clause

4. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06), shall be deleted in its entirety and replaced with:

4. PAYMENT BY ELECTRONIC FUND TRANSFER (JAN-13):

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 Lessor in associating the payment to specific contracts.

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

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

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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 Lessor's EFT information in the SAM database is incorrect, then the Government is not required to make payments to the Lessor under this contract until correct EFT information is entered into the SAM 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 Lessor'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 Lessor'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 Lessor 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 Lessor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Lessor will require that the assignee register separately in the SAM 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 Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor or the SAM registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

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H. EFT and Change of Name or Ownership Changes. If the Lessor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "System for Award Management - 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 Lessor's financial agent.

J. Payment information. The accounting office will forward to the Lessor 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. 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 SAM database.

5. CONTRACTOR PAYMENT INFORMATION – NON-CCR (OCT-06), shall be deleted in its entirety and replaced with:

5. CONTRACTOR PAYMENT INFORMATION - NON-SAM (JAN-13)

1. The System for Award Management system the FAA's required method to receive vendor information. However you have been granted an exception to SAM 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.

2. The Lessor 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 Lessor. Failure to provide accurate information or adequate notice of changes to Lessor 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".

ADD mandatory clause below:

20. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Except as modified by this Supplemental Agreement No., all other terms and conditions of said Lease DTFANM-10-L-00021 shall remain unchanged and in full force and effect.

Important: Lessor is required to sign this document and return 3 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date

LESSOR:

BY Wileen Dowl Property owner
(Signature) (Title)

BY Jean M Johnson property owner
(Signature) (Title)

BY Jama M Dech Property Owner
(Signature) (Title)

BY Patricia Evelyn Anderson Property Owner
(Signature) (Title)

BY _____
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

(Signature) (Address)

UNITED STATES OF AMERICA

BY Dyana Dyl Contracting Officer
(Signature) (Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595



NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Lincoln

On the 18th day of June, 2014 before me Shannon M. Simpson, 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: Shannon M. Simpson

(SEAL)



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

My commission expires: 01/20/2015



NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Lincoln

On the 18th day of June, 2014 before me Shannon M. Simpson, 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.

By: Shannon M. Simpson

(SEAL)



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

My commission expires: 01/20/2015

NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Lincoln

On the 18th day of June, 2014 before me Shannon M. Simpson, Notary Public, personally appeared James M. Deylin. 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: Shannon M. Simpson

(SEAL)



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

My commission expires: 01/20/2015



NOTARY CERTIFICATES

STATE OF Nevada

COUNTY OF Clark

On the 27th day of June, 2014 before me Karen A. Burger, Notary Public, personally appeared Patricia D. 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



NOTARY CERTIFICATES

STATE OF Arizona

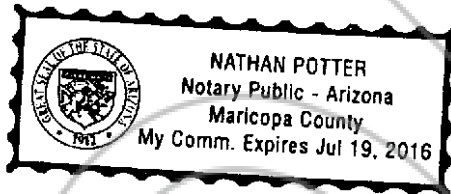
COUNTY OF Maricopa

On the 7th day of July, 2014 before me Nathan Potter, Notary Public, personally appeared Josiah Kolmchak. 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: Nathan Potter

(SEAL)



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

My commission expires: 07/19/16