

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. L12PL00003
ADDRESS OF PREMISES: 23600 Las Vegas Blvd. Jean, Nevada 89011	Consisting of 3 Pages

THIS AMENDMENT ("Amendment") is made and entered into between Clark County, Aviation Department, whose address is P.O. BOX 11005, 5757 Wayne Newton Blvd., Las Vegas, NV 89119-1105, hereinafter called the **LESSOR** and the UNITED STATES OF AMERICA, hereinafter called **GOVERNMENT**, hereinafter jointly referred to as the "Parties":

WHEREAS the Parties hereto desire to amend the above Lease including providing for a twenty (20) year Lease extension, amending the annual rental rate, and updating the Lessor's contact information in Paragraph 13; and

WHEREAS it is the intent of the Parties, that except as expressly amended and modified by the provisions and conditions of this Amendment, the other terms and conditions of the Lease shall and will remain in full force and effect.

THEREFORE, these Parties for the consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective **May 1, 2022** (the "Effective Date"), as follows:

EFFECTIVE May 1, 2022, Paragraph 3 of the Lease shall be deleted in its entirety and replaced, Paragraph 4 of the Lease shall be deleted in its entirety and replaced, Paragraph 5 of the Lease shall be amended, and Paragraph 13 of the Lease shall be amended **solely** to update the Lessor's contact information for notices, as follows:

"3. TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **May 1, 2011**, through **April 30, 2041**, subject to termination as may be hereinafter set forth.

(CONTINUED ON PAGE 2 OF 2)

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

FOR THE GOVERNMENT:

 Barbra A. Burns-Fink
 Lease Contracting Officer
Bureau of Land Management
 Date: *See digital stamp above*

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON
 District Attorney

BY: 
 John P. Witucki, Senior Attorney

Development of Future Airports: In the event the Lessor determines, at its sole discretion, to proceed with the development and/or operational modifications of existing and/or future airports within the Clark County Airport System which may interfere or otherwise suspend and/or cease all or any portion of the operations and/or activities at Jean Airport, the Lessor and the Government hereby acknowledge and agree that the Lessor may terminate this Lease, in accordance with Paragraph 5 of the Lease, without further action or obligation to the Government or any of its subcontractors by providing ninety (90) days prior written notice to the Government of the Lessor's determination to proceed with such development and/or operational modifications.

"4. RENTAL

Rental payments referenced herein are issued in accordance with *H.R. 4366 - Public Law No: 118-42, Wildland Fire Management Continuing Appropriations Act, 2024*.

- A. GOVERNMENT paid LESSOR under Standstill Agreement, in advance, rent in the amount of **\$1,245.00** for the period beginning **May 1, 2021**, through **April 30, 2022**.
- B. EFFECTIVE **May 1, 2022**, the annual rental rate for the Leased Premises is **\$2,100.00** which is comprised of the following: \$500.00/year for land, \$1300.00/year for office space and \$300.00/year for utilities. GOVERNMENT shall pay LESSOR a one-time lump sum payment in the amount of \$21,000.00 which compensates LESSOR for the annual rental payments for the firm term period beginning May 1, 2022, through April 30, 2032.
- C. EFFECTIVE **May 1, 2032**, GOVERNMENT shall pay LESSOR, in advance, annual rental payment of **\$2,100.00**. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event LESSOR or GOVERNMENT exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- D. EFFECTIVE **May 1, 2032**, LESSOR retains the right to re-determine the rentals and fees paid by GOVERNMENT, from time to time, at any time after April 30, 2032. Further, LESSOR reserves the right to re-determine the rentals and fees contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be proposed and submitted to the GOVERNMENT with ninety (90) days prior written notice. Due to the fact that similarly situated tenants have a different anniversary or other rental adjustment dates, LESSOR does not warrant that the rentals and fees will be exactly the same at all times for all similarly situated tenants. At no time during the term of this Lease, will the adjusted rents and fees exceed the allowable rents and fees charged to other similarly situated tenants. If the GOVERNMENT does not agree with such re-determined rentals and fees, it has the right to terminate this Lease as provided in Paragraph 5, below.
- E. LESSOR may not re-determine the rentals and fees paid by the GOVERNMENT during fire season, the period from April 1 to October 30 in any year during the term of the Lease.
- F. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM)."

"5. TERMINATION RIGHTS:

GOVERNMENT and LESSOR have the following termination rights:

- A. This Lease Agreement is firm term through **April 30, 2032**.
- B. EFFECTIVE May 1, 2032, termination shall require **ninety (90)** days written notification to the other party.
- C. Should LESSOR exercise these termination rights prior to **April 30, 2032**, LESSOR shall promptly reimburse GOVERNMENT a pro-rated amount of the pre-paid lump sum rental payment of \$21,000.00, for the firm term

Lessor _____ GOV _____

period.

- D. Rent for a period of less than a month shall be prorated. In the event LESSOR exercises its option to terminate, advanced rentals received shall be prorated to coincide with the termination date.
- E. Said notice shall be computed commencing with the day after the date of mailing.”

“13. NOTICES

All notices to the LESSOR shall be made to:

Clark County, Nevada
Director of Aviation
PO Box 11005
5757 Wayne Newton Blvd
Las Vegas, NV 89111-1005
Email: GASupport@lasairport.com

Phone: 702-261-4224
Fax: 702-261-5562”

(NO FURTHER TEXT THIS PAGE)

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT (Agreement) is made by and between Clark County, Aviation Department (Lessor)

whose address is P.O. Box 11005
5757 Wayne Newton Blvd
Las Vegas, NV 89119-1005

and the United States of America (Government), acting by and through the authorized Bureau of Land Management representatives (BLM). Each Lessor and Government may be referred to individually as a Party and collectively as the Parties.

RECITALS

1. Lessor owns certain improved real property located at 23600 Las Vegas Blvd., Jean, Nevada, 89011 (Premises).

The Government currently occupies approximately 1,000 square feet of land for use as a fire retardant staging area and 107.64 square feet of office space pursuant to Lease No. L12PL00003 (Lease), as amended.

The Lease expires on April 30, 2021.

The Government has not obtained alternative space and Lessor and Government have not consummated a lease extension agreement to date.

2. The Parties do not want an unnecessary condemnation lawsuit and the Government does not want its operations, services, or tenancy interrupted or disturbed. Neither Party wants a lease holdover, and the Parties prefer their negotiations to end with a lease extension at a monthly rental rate to be retroactively effective from April 30, 2021.
3. By this Agreement, the Parties seek to preserve the *status quo* pending the completion of a leasehold acquisition procedure that could result in a mutually acceptable lease extension, and by the terms of which Government could continue to lease the Premises from Lessor.
4. The Parties believe this Agreement will facilitate settlement negotiations. As evidenced by their signatures to this Agreement, the Parties agree that no right, action, or claim either Party may otherwise have against the other Party will be prejudiced or waived by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the adequacy of which is hereby acknowledged by the undersigned, the Parties agree as follows:

During the term of this Agreement:

1. The Parties agree to negotiate, actively and in good faith, a lease extension for the Premises.

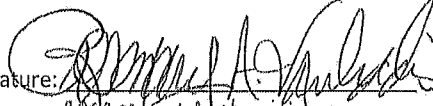
2. The Government will not condemn the Premises by the power of eminent domain and will not file a Declaration of Taking with respect to the Premises.
3. Lessor will not initiate an "inverse condemnation" or breach of lease action in any United States Court or tribunal with respect to the Premises.
4. Lessor will not:
 - A. Undertake to evict the Government from the Premises.
 - B. Interfere with the use or occupancy of the Premises by the Government.
 - C. Interrupt the operations, building services, or utilities of the Government from what they were while the Lease was in effect.
 - D. Market the space to potential tenants if the Government is planning to remain in the Premises; or
 - E. Threaten to do any of the acts referenced in A, B, C, or D above.
5. Each Party agrees not to take any action to alter its position to the detriment of the other Party in any condemnation type action arising out of these facts.
6. At all times after this Agreement becomes effective:
 - A. The Government will receive full credit for money paid to Lessor during the term of this Agreement in accordance with the Lease whether there is a Lease extension, other legal action, or settlement.
 - B. Neither Party will seek or accept severance damages or attorney's fees from the other Party for the period this Agreement is in effect.
 - C. In the event a Lease extension, with respect to the Premises, is not executed by the Parties during the course of this Agreement, or this Agreement is otherwise terminated, then any legal proceeding arising therefrom is stipulated by the Parties to be deemed to have commenced on May 1, 2021.
7. Termination of Agreement: The Parties agree that all terms and conditions of the Lease will remain in full force and effect during the term of this Agreement. This Agreement will terminate on the earlier of April 30, 2022 or on the date a Lease extension agreement is signed by the Parties. This termination provision may be amended to extend the termination date of this Agreement by the mutual written consent of the Parties.
8. Successors in Interest: All of the terms, covenants, and provisions herein contained will bind and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, trustees, receivers, and assigns as applicable, except as otherwise provided herein.
9. Merger Clause: All prior understandings and agreements with respect to the subject matter of this Agreement, written or oral, are merged into this Agreement. This Agreement

represents the final agreement between the Parties with respect to such subject matter, and may not be superseded, except by a separate written agreement signed and agreed to by the Parties.

10. Amendments: Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom the enforcement of a change, waiver, discharge, or termination is sought.
11. Construction: Any provision contained in this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof. A waiver by a Party of any right, covenant, condition, or remedy in any instance hereunder will not operate as a waiver of such right, covenant, condition, or remedy in any other instance, and waiver by a Party of any breach of the terms hereof will not be a waiver of any additional or subsequent breach. This Agreement will be governed by, and construed in accordance with, the laws of the United States of America.
12. Counterparts: This Agreement may be executed in photocopied counterparts that, when taken together, will constitute a single agreement.
13. Effective Date: This Agreement is effective and enforceable only after having been first signed by Lessor, and second, accepted and signed by the Government.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date executed.

FOR THE LESSOR:

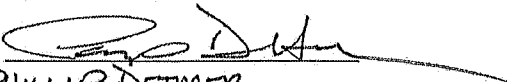
Signature: 
Name: Rosemary A. Vassiliadis
Title: Director of Aviation
Entity Name: Clark County Department of Aviation
Date: 4/28/21

FOR THE GOVERNMENT:

Signature: BARBRA BURNS-FINK
Name: Barbra Burns-Fink
Title: Lease Contracting Officer
Entity Name: Bureau of Land Management
Date: _____

Digitally signed by BARBRA BURNS-FINK
Date: 2021.04.29 16:00:54 -06'00'

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: PHILLIP DETMER
Title: MANAGER, COMMERCIAL & BUSINESS DEVELOPMENT
Date: 4/28/21

DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
SUPPLEMENTAL LEASE AGREEMENT

NO. 1

DATE
Nov. 5, 2012

TO LEASE NO. L12PL00003

ADDRESS OF PREMISES: Jean Airport, 23600 Las Vegas Blvd., Jean, NV 89011

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

COUNTY OF CLARK
whose address is: Aviation Dept.
PO Box 11005
2730 Airport Drive, #101
Las Vegas, NV 89119-1005

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

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2012, as follows:

Supplemental Lease Agreement No. 1 is issued to reflect the following revisions:

To change the lease number from L11PL00018 to L12PL00003 to accommodate the Federal Business Management System (FBMS).

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: COUNTY OF CLARK

Lessor signature not required

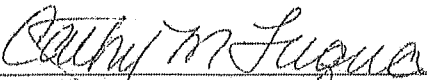
BY

(Signature)

(Title)

UNITED STATES OF AMERICA: BUREAU OF LAND MANAGEMENT

BY


Cathy M. Fuqua (Signature)

CONTRACTING OFFICER

(Title)

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

REQUIREMENTS

A. The Government of the United States of America is seeking to lease approximately 1,000 rentable square feet of fire retardant staging area and 107.63 square feet of exclusive office space located at the Jean Airport, 23600 Las Vegas Blvd., Jean, Nevada, 89011 for occupancy effective May 1, 2011.

OFFER

(To be completed by Offeror/Owner)

B. This Offer shall remain open until Close of Business on February 29, 2012

C. Name and Address of Owner: County of Clark, Aviation Department
P. O. Box 11005
Las Vegas, NV 89119-1005

Telephone Number: 702-261-4697

Taxpayer Identification Number (TIN) or Social Security Number: 886000028

D. Owner is a corporation? ___ Yes X No (Municipality)

E. Owner is N/A a small business N/A a small disadvantaged business N/A a women-owned small business (Small means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has annual average gross receipts of \$110 million or less for the preceding three fiscal years.)

F. Name and Title of Person Authorized to sign Offer ___ Owner X Authorized Representative

Name: RANDALL H. WALKER Title: DIRECTOR OF AVIATION
Randall H. Walker (Print) Director of Aviation (Print)

Signature: [Handwritten Signature] Date: 3/12/12

AWARD

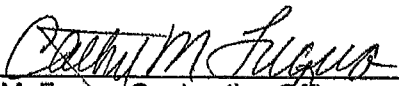
G. This award will be made on the basis of the acceptable offer with the lowest per square foot price.

H. Acceptance of offer and award: This Lease Agreement consists of 16 pages, including the following attachments which are incorporated and made a part hereof:

- U.S. GOVERNMENT LEASE FOR REAL PROPERTY (9 pages)
- BLM Form 3518A - Representations and Certifications (Short Form) (5 pages)
- BLM Form 3517A - General Clauses (Short Form) (1 page)
- Exhibit A, Drawing No. L-5796 Dated 06/11 (1 page)

THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America
U.S. Department of the Interior
Bureau of Land Management

Signature: 
Cathy M. Fuqua, Contracting Officer

Date: April 23, 2012

**Bureau of Land Management
Jean, Nevada
Real Estate Lease Agreement No. L11PL00018**

1. WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:
2. County of Clark, Aviation Department, hereinafter called the COUNTY leases to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described Leased Premises:

Approximately 1,000 square feet of land for use as a fire retardant staging area and 107.63 square feet of office space located at the Jean Airport, 23600 Las Vegas Blvd., Jean, Nevada, 89011. The Government shall have access to the leased space at all times. Rent for said space shall be paid automatically per Paragraph 4 below. Invoice submittal is **not** required.

Bureau of Land Management is authorized the use of aircraft parking apron, access ramps and associated facilities to park aircraft and conduct support activities related to wild land fire suppression and fixed/rotor wing logistical support operations as part of its aerial fire-fighting activities, including but not limited to, positioning and maintenance of a single engine air tanker reload base, including the use of paved parking areas and access ramps suitable for accommodating multiple retardants aircraft capable of transporting up to eight hundred (800) gallons of retardant or other light aircraft used in support of wild land fire suppression operations.

Bureau of Land Management is authorized to provide and store fuel tankers/trucks on Airport property for the purpose of refueling aircraft used in support of wild land fire suppression operations. Bureau of Land Management shall encourage all fuel truck Contractors providing fuel for BLM fire-fighting aircraft to secure all of its fuel from the County at the current prices in effect at the time of operations on the Airport.

Time-to-time use of, if available and at the sole discretion of the Director of Aviation or designee, Aircraft Parking Positions for large single-engine aircraft and/or Helicopters. Aircraft Tie-Down Fees: It is understood and agreed that the use of its assigned tie-down positions are based on the current rates in effect at the time for each aircraft type. Rent for this area, and any related charges, shall be Invoiced directly to the Bureau of Land Management at 4701 Torrey Pines, Las Vegas, NV 89130, and said invoiced Rent shall be paid to the County via credit card by the BLM District Office.

3. **TERM:**
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2011 continuing through April 30, 2021 subject to termination as may be hereinafter set forth.

Development of Future Airports: In the event the County determines, at its sole discretion, to proceed with the development and/or operational modifications of existing and/or future airports within the Clark County Airport System which may interfere or otherwise suspend and/or cease all or any portion of the operations and/or activities at Jean Airport, the County and the Government hereby acknowledge and agree that the County may terminate this Lease Agreement, without further action or obligation to the Government or any of its subcontractors by providing ninety (90) days prior written notice to the Government of the County's determination to proceed with such development and/or operational modifications.

4. RENTAL:

- A. Effective May 1, 2011 through April 30, 2021, the Government shall automatically pay the County a lump sum annual Rent payment, in the amount of \$ \$1,245.78, broken down as follows: Office space \$645.78 (\$12.00 per square foot x 107.63 square feet x 6 month fire season), Utilities \$150.00 (\$25.00 per month x 6 month fire season), Land \$450.00 (\$0.45 per square foot x 1,000 square feet for 12 months). Invoice submittal by the County to the Government is **not** required.
- B. Rent for a lesser period shall be prorated. Rent shall be made payable through the Automated Clearing House (ACH) payment system to Clark, County Of, Aviation Dept. according to its data in the Central Contracting Registration.
- C. In the event the Government (BLM) desires to have use of the Leased Premises (Land excepted) during periods other than May 1 through October 31 (fire season), the Government shall provide a written request for such use thirty (30) days in advance to the Director of Aviation or designee, unless it is due to an unforeseen activity, at which time, the Government shall notify the Airport Manager at (702) 261-4802 within twenty-four (24) hours of the occurrence. Rent for these additional periods shall be prorated per use and based on rental rates in Section 4.A. for Office space and rental rates per Section 2 for current Tie-Down Fees for Aircraft. These additional Rents shall be invoiced directly to the Bureau of Land Management at 4701 Torrey Pines, Las Vegas, NV 89130, and said invoiced Rent shall be paid to the County via credit card by the BLM District Office.
- D. The County retains the right to re-determine the rentals and fees paid by the Government, from time to time, at any time after the three (3) year anniversary from the Effective Date of this Lease Agreement. Further, the County reserves the right to re-determine the rentals and fees contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to the Government from the County. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, the County does not warrant that the rentals and fees will be exactly the same at all times for all similarly situated tenants. At no time during the term of this Agreement, will the adjusted rents and fees exceed the allowable rents and fees charged to other similarly situated tenants. If the Government does not agree with such re-determined rentals and fees, it has the right to cancel this Lease Agreement as provided in Paragraph 5 below.

5. TERMINATION RIGHTS:

Either the County or the Government may terminate this Lease Agreement in part or in whole:

- A. If this Lease Agreement is terminated, it can only be terminated by providing sixty (60) days advanced written notification to the other Party. Said notice shall be computed commencing with the day after the date of mailing.
- B. Since this Lease Agreement requires annual lump sum rental payments, if the lease is terminated by either Party, any funds or credits due for either Party shall be prorated to the effective date of termination. No rental shall accrue after the effective date of termination

6. LIABILITY

The Government is responsible for the Leased Premises located at 23600 Las Vegas Blvd., Jean, Nevada, 89011, as determined under and in accordance with the laws of the State of Nevada, but limited by the laws of the United States of America.

The Government shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

7. QUIET ENJOYMENT

The County expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, the Government shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from the County, subject to the County's various rights contained elsewhere in the Lease Agreement.

8. BENEFITS

No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise here from.

9. RELATIONSHIP OF PARTIES

It is understood that the County is not in any way or for any purpose partner or joint venture with, or agent of, the Government in its use of the Leased Premises or any improvement thereon.

10. MAINTENANCE AND REPAIRS

The County, at the County's own expense, shall provide maintenance and repairs of the Leased Premises except for any damage caused by the Government.

11. SITE DRAWING

Exhibit A, Drawing No. L-5796 Dated 06/11 is attached to this Lease Agreement and depicts the Leased Premises.

12. AVIATION CLAUSES REQUIRED BY CLARK COUNTY

A. CONSTRUCTION STANDARDS, RULES AND REGULATIONS:

All improvements by the Government will be subject to all applicable codes, to the McCarran International Airport Tenant Improvement Manual, Airport Rules and Regulations, Airport Operating Directives, and all other applicable governmental rules and regulations and building codes, as determined by the County's Designated Representative (CDR). Immediately upon completion of any initial or additional construction, improvements, or alterations during the term of this Lease Agreement, the Government will provide a complete set of as-built drawings of same to CDR. Design and construction specifications and documents must be reviewed and approved by the Department of Aviation's Construction/Engineering Division prior to commencement of any construction. Further, design and construction specifications and documents must be reviewed by the Clark County Building and Zoning Department, as may be applicable, prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority whether Federal, State or local, including, but not limited to Nevada Revised Statutes, Chapter 338.

B. AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

The County reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment, regardless of the desires or view of tenants and without interference or hindrance by tenants. Further, the County retains the absolute right to maintain, repair, develop and expand the terminal building, another Airport facility or Airport property free from any and all liability to the Government for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

C. MAINTENANCE, REPAIR, DIRECTION AND CONTROL

The County reserves the right, but is not obligated to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of the Government in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that the County will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of the Government at the Airport whether such area serves aeronautical uses or otherwise.

D. AGREEMENTS WITH THE UNITED STATES OF AMERICA

This Lease Agreement will be subject and subordinate to the provisions and requirements of any existing or future Agreement between the County and the United States of America relative to the development, operation or maintenance of the Airport.

E. OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

This Lease Agreement and all provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

F. PART 77 OF FEDERAL AVIATION REGULATIONS

The Government agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

G. NONEXCLUSIVE

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. (49 U.S.C. 1349a).

H. AIRSPACE

There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises leased by the Government. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operations on the Airport. No liability on the part of the County will result from the exercise of this right.

I. AIRPORT HAZARDS

The Government, by accepting this Lease Agreement, expressly agrees for itself, its successors and assigns, that it will not make use of Leased Premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Government and without liability at any time.

J. AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES

The County, through CDR, will have the right to adopt, amend and enforce reasonable rules and regulations with respect to use of and the conduct and operation of the Airport, its terminal buildings or any improvements with the present or future boundaries of the Airport which the Government agrees to observe and obey.

K. INVALID PROVISIONS

It is expressly understood and agreed by and between the parties that in the event any covenant, condition or provision contained herein, is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision contained herein, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the County or the Government in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease Agreement.

L. FULL AUTHORITY

In the event that the Federal Aviation Administration or its successors require modifications or changes in this Lease Agreement as a condition precedent to the granting of funds for the improvements of the Airport, or otherwise, the Government agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease Agreement as may be reasonably required. Any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by the Government.

M. ENVIRONMENTAL COMPLIANCE

The Government hereby agrees to be bound in the operation of its services at the Airport by all Federal laws and regulations relating to hazardous materials and the protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

The Government will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by the Government, its agents, employees, contractors, invitees or a third party in violation of any Federal rules, regulations, or laws.

If the presence of any Hazardous Material on, under or about the Airport caused or permitted by the Government results in any contamination, the Government shall promptly take all appropriate actions consistent with Federal rules, regulations, and/or laws, at its sole cost and expense, as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Material. The Government shall take all steps necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements.

1. In the event Hazardous Materials is introduced, the Government will submit to Director of Aviation or designee, a written plan for completing all remediation work. Director of Aviation or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.
2. Such actions of remediation by the Government will not potentially have any material adverse long-term effect on the Airport in the sole judgment of Director of Aviation or designee. Upon completion of all remedies, Parties agree to execute documentation verifying remediation was completed to satisfaction of the County.

13. NOTICE

All notices, requests, consents, and approvals under this Lease Agreement will be served or given by certified mail, registered mail, or email, except in cases of emergency, in which case they will be confirmed by email or facsimile. All communication via email or facsimile will be confirmed by a response by email or facsimile or other automated confirmation method.

All notices to the County of Clark shall be mailed to:

Clark County, Nevada
Director of Aviation
PO Box 11005
5757 Wayne Newton Blvd
Las Vegas, NV 89111-1005
Email: Business@mccarran.com
Phone: 702-261-4697
Fax: 702-261-5050 Fax

All notices to the Government shall be mailed to:

Bureau of Land Management
National Operations Center
Denver Federal Center
Building 50, OC650
P.O. Box 25047
Denver, CO 80225-0047
Phone: 303-236-0901
Fax: 303-236-9470

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

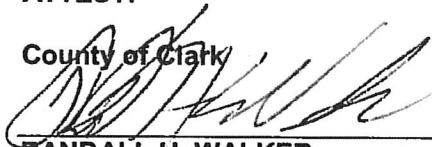
14. ENTIRE AGREEMENT

This writing, together with the attachments hereto, is the entire agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated therein. This Lease Agreement shall not be changed or modified, except by a written amendment signed by both parties.

Done and executed on the date first above written

ATTEST:

County of Clark



RANDALL H. WALKER
Director of Aviation

3/12/12
Date

APPROVED AS TO FORM:

BY: 
E. LEE THOMSON
Chief Deputy District Attorney

This Lease Agreement is not binding on the Government unless signed below by an Authorized Contracting Officer

**UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT**


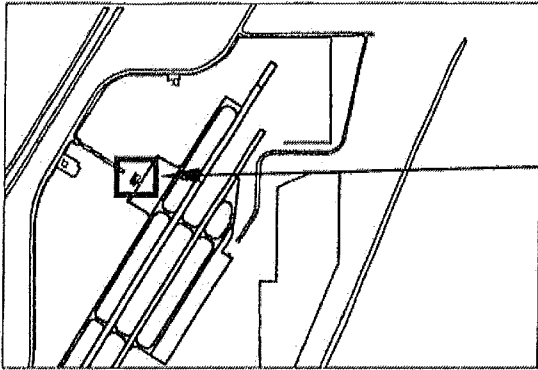
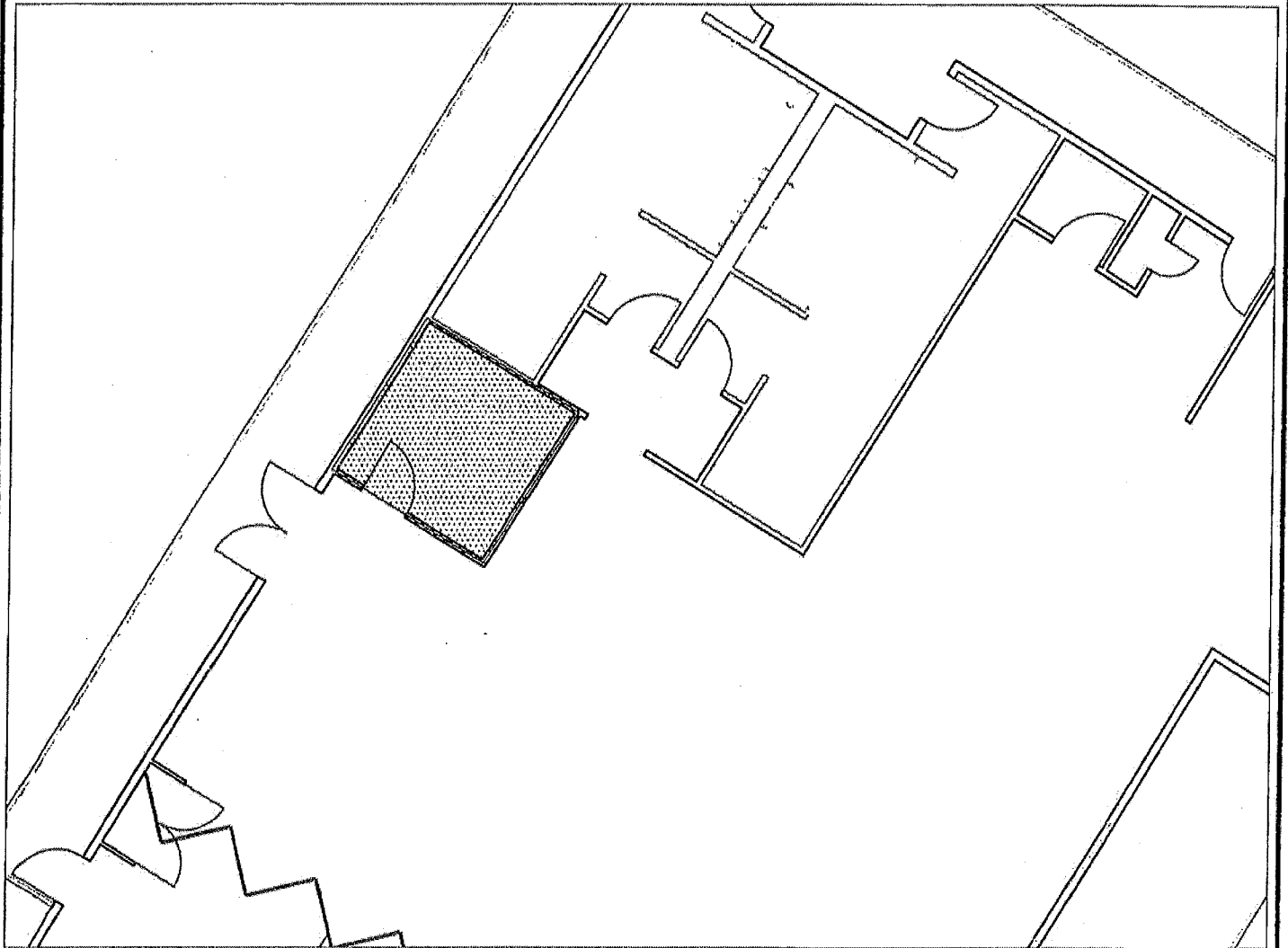

Cathy M. Fuqua, Date April 23, 2012
Contracting Officer

EXHIBIT "A"


LOCATION MAP



LOCATION



NOTE:
SQUARE FOOTAGE CALCULATED CONFORMS TO THE STANDARD METHOD
OF FLOOR MEASUREMENT FOR "USABLE AREA" AS SET FORTH BY THE
JULY 31, 1980 EDITION OF THE "AMERICAN NATIONAL STANDARD"
PREPARED BY THE BUILDING OWNERS AND MANAGERS ASSOCIATION
INTERNATIONAL .

 ASSIGNED AREA = 107.63 S.F.

McCARRAN INTERNATIONAL AIRPORT

CLARK COUNTY DEPARTMENT OF AVIATION

DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
OFFICE SPACE
JEAN AIRPORT

SCALE HORZ. 1"=10'
 VERT. NONE

DRAWN BY: GJK

DATE: 06/11

DWG. NO.

L5796

CMF

GENERAL CLAUSES – LEASE NUMBER L11PL00018
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$150,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
 - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.)
 - FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
 - FAR 52.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$2,500.)
 - GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
 - GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
 - FAR 52.233-1 DISPUTES (JUL 2002)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$150,000 Annual Rent)	Lease Number L11PL00018	Dated 01/19/2012
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: LESSOR  & GOV'T 
BLM LEASE NO L11PL00018

2. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- TIN: **886000028**
 TIN has been applied for.
 TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- | | |
|---|---|
| <input type="checkbox"/> Sole proprietorship; | <input checked="" type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input type="checkbox"/> Other _____ |

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 Name and TIN of common parent:

Name _____

TIN _____

3. 52.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

4. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:


DUNS # **134646942**

5. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) County of Clark, Aviation Department P.O. Box 11005 Las Vegas, NV 89119-1005  Signature	TELEPHONE NUMBER (702) 261-4697 <u>4-13-12</u> Date
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INITIALS: LESSOR  & GOV'T 
BLM LEASE NO L11PL00018