

**Wadsworth, Nevada  
Wadsworth Fire Station  
Bureau of Land Management  
Lease Agreement ("Lease Agreement")  
LEASE NUMBER L21PL000\_\_\_\_\_**

**WITNESSETH:** The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

**1. AGREEMENT:**

Truckee Meadows Fire Protection District ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 1,110 rentable/usable square feet of engine bay, office area and bathroom facilities for GOVERNMENT use including, but not limited to, parking of support vehicles, and large trailers located at the Wadsworth Volunteer Fire Department, Fire Station 225 400 Stampmill Drive, Wadsworth, Nevada 89442 for the operation of its Carson City District Fire Management Program, and more particularly depicted in attached:

**Exhibit A: Aerial View of the Leased Premises**

**2. TERM:**

**TO HAVE AND TO HOLD** the said Leased Premises with their appurtenances annually from May through September for the term beginning on **May 15, 2021** and continuing through **October 14, 2040**, subject to termination as is hereinafter set forth.

**3. RENTAL:**

Rental payments referenced herein are made in accordance with H.R. 7608, Public Law 116-444, Wildland Fire Management Continuing Appropriations Act, 2021.

- A. GOVERNMENT shall pay LESSOR an annual rent in accordance with the below chart reflecting a 2% fixed annual increase.

YEAR		Annual Rental Rate (including utilities) for period of use from May 15 - October 14	YEAR		Annual Rental Rate (including utilities) for period of use from May 15 - October 14
1	5/15/2021	\$ 3,637.00	11	5/15/2031	\$ 4,433.48
2	5/15/2022	\$ 3,709.74	12	5/15/2032	\$ 4,522.15
3	5/15/2023	\$ 3,783.93	13	5/15/2033	\$ 4,612.60
4	5/15/2024	\$ 3,859.61	14	5/15/2034	\$ 4,704.85
5	5/15/2025	\$ 3,936.81	15	5/15/2035	\$ 4,798.94
6	5/15/2026	\$ 4,015.54	16	5/15/2036	\$ 4,894.92
7	5/15/2027	\$ 4,095.85	17	5/15/2037	\$ 4,992.82
8	5/15/2028	\$ 4,177.77	18	5/15/2038	\$ 5,092.68
9	5/15/2029	\$ 4,261.33	19	5/15/2039	\$ 5,194.53
10	5/15/2030	\$ 4,346.55	20	5/15/2040	\$ 5,298.42

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- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- C. 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).

#### **4. TERMINATION:**

GOVERNMENT and LESSOR both have the following termination rights:

- A. Termination will require 60 days' written notification to the other party.
- B. If this Lease Agreement is terminated, it may only be terminated between October 1 and February 1 of any year.
- C. Said notice shall be computed commencing with the day after the date of mailing.

#### **5. UTILITIES:**

- A. As part of the rental consideration LESSOR shall provide with no additional payment by GOVERNMENT all utilities, including but not limited to lighting, heating, air conditioning, trash removal, water, gas, and electricity, required for the Leased Premises. LESSOR must have a designated representative available to promptly address all utility deficiencies.
- B. LESSOR shall provide all keys and codes for all locks and access to the Leased Premises.

#### **6. MAINTENANCE OF THE LEASED PREMISES:**

- A. GOVERNMENT accepts, understands, and agrees to the Leased Premises in the existing "as is" condition with no expectation of improvements or changes by the LESSOR unless otherwise indicated herein.
- B. GOVERNMENT agrees to always keep the building and grounds in a clean and orderly manner, including, but not limited to removal of weeds and vegetation in and around the building and propane tank.
- C. GOVERNMENT agrees the Leased Premises shall only be used as/for the purposes of fire protection and safety services, including the storage of vehicles and equipment necessary for the same, and that any other such use shall require an amendment to this Lease Agreement.
- D. GOVERNMENT agrees the Leased Premises shall not be used for habitation or housing for any GOVERNMENT employee or subcontractor.
- E. **ALTERATIONS:** GOVERNMENT agrees it will not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the

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LESSOR.

**F. WAIVER OF RESTORATION:** GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs for all the erections, additions, fixtures and improvements made in or upon the Leased Premises which were agreed to by both the GOVERNMENT and the LESSOR. Said alterations to the Leased Premises shall become the LESSOR'S property and shall remain upon the Leased Premises without compensation to the GOVERNMENT.

**7. HAZARDOUS SUBSTANCE CONTAMINATION:**

GOVERNMENT assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous Substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic, or other similar term by any Federal, State, or applicable local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

**9. LIABILITY:**

GOVERNMENT is responsible for the Leased Premises known as Fire Station 225 located at 400 Stampmill Drive, Wadsworth, Nevada 89442, as determined under and in accordance with this Lease Agreement and the laws of the State of Nevada but limited by the laws of the United States of America.

GOVERNMENT is 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.

**10. QUIET ENJOYMENT:**

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

**11. BENEFITS:**

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

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## 12. RELATIONSHIP OF PARTIES:

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

## 13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

Truckee Meadow Fire Protection District  
Attention: Joe Schum, Division Chief  
3663 Barron Way  
Reno, NV 89511-1802

Telephone: 775.326.6000

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management  
Barbra Burns-Fink  
National Operations Center Denver Federal Center Building #50,OC651  
P.O. Box 25047  
Denver, CO 80225-0047

Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

**Contracting Officer's Representative:** Jonathan Palma: Cell: (775) 309-7781  
Office: (775) 885-6104

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 Lease Agreement, together with the attachments hereto, is the entire Lease 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 herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

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**15. CONFLICT BETWEEN CLAUSES:**

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

**AGREED AND EXECUTED** as below written:

**ATTEST:**

**LESSOR:**

Truckee Meadow Fire Protection District

\_\_\_\_\_  
Bob Lucey, Chairperson      Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

**GOVERNMENT:**

UNITED STATES OF AMERICA DEPARTMENT  
INTERIOR BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Barbra Burns-Fink      Date  
Lease Contracting Officer

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**Exhibit A**

**Wadsworth, Nevada**  
Wadsworth Volunteer Fire Department, Fire Station 225  
**February 2021**

**Exhibit A: Aerial View of the Leased Premises**

TMFR Wadsworth Station



February 16, 2021  
APN

Source: Esri, Imagery, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
This information for illustrative purposes only. Not to be used for boundary resolution or location and not intended to be used for measurement calculations or adjustments.  
Washoe County Technology Services - Regional Services Division, 1001 E. 9th St. Building C-200, Reno, NV 89512 www.washoecounty.gov (775) 335-5245

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