

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

**LAND LEASE OFF AIRPORT**

**Lease No: DTFAEN-15-L-00066**

**Geographical Location: SACKET'S HARBOR-WATERTOWN, NEW YORK**

THIS LEASE is hereby entered into by Sackets harbor School District whose address is 215 S. Broad St. - P.O. BOX 290 Sacket's Harbor, NY 13685, 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:

Beginning at the USGS benchmark #V191, located in a culvert alongside Smithfield Road in Sacket's harbor, New York, proceed perpendicular to the centerline of Smithfield Road to a point intersecting the centerline of Smithfield Road: thence, in a north/northwest direction along the centerline of Smithfield Road 2170 feet to a point thence in an East/Northeast direction on a line perpendicular to the Centerline of Smithfield Road, 126.0 feet to the point of beginning of the leased premise; thence N53° 28' 08"E, 26.0 feet to a point; thence S 36° 31' 52" W, 20.0 feet to a point, all being situated on the lands of Houndsfield Central School, Town of Sacket's Harbor, State of New York, All bearings are true.

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Beginning at the USGS benchmark #V191, located in a culvert alongside Smithfield Road in Sacket's Harbor, New York, proceed on a line perpendicular to the centerline of Smithfield Road to a point intersecting Smithfield Road: thence, in a north/northwest direction along the centerline of Smithfield Road 2224.5 feet to a point; thence in an East/Northeast direction on a line perpendicular to the Centerline of Smithfield Road, 12 feet more or less to a point on the edge of Smithfield Road, said point being the point of beginning of the centerline of 30 foot wide right-of-way thence in an East/Northeast direction on a line perpendicular to the Centerline of Smithfield Road 82.0 feet to the point thence in a line 20 degrees clockwise to the above described line 82 feet to a point, all being situated on the lands of Houndsfield Central School, Town of Sacket's harbor, State of New York, All bearings are true.

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, 2015 and continuing through September 30, 2025 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

## 3. RENEWAL OPTIONS (JUL-07):

The lease may, at the option of the Government, be extended beyond 09/30/2025 at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond September 30, 2030. The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

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4. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 day period expires, (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or, (4) the Government vacates the leased premises, whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

5. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

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 30 days before the effective termination date.

7. 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.

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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".

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.

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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.

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.

#### 8. 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".

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**9. INTEREST FOR LATE PAYMENTS (AUG-02):**

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (insert days, 30, 45,60, etc.) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid annually in arrears and will be due at the end of each fiscal year.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract.

**10. 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.

**11. 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.

**12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (JAN-14):**

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the

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subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or 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, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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

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

TO LESSOR:

Sackets Harbor Central School  
215 S. Broad St.  
Sackets Harbor, NY 13685  
315-646-3575  
Fax: 315-646-1038

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TO GOVERNMENT:

Federal Aviation Administration  
Eastern Logistics Service Area  
Real Estate and Utilities Group  
ALO- 620  
1701 Columbia Avenue  
College Park, GA 30337

14. CONTRACT DISPUTES (NOV-03)

A. 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:

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.

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

15. 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.

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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:  
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

D. 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).

E. 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.

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

**16. ANTI-KICKBACK (OCT-96):**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

A. Providing or attempting to provide or offering to provide any kickback;

B. Soliciting, accepting, or attempting to accept any kickback; or

C. 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.

**17. 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.

**18. 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.

19. 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.

20. 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.

21. 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.

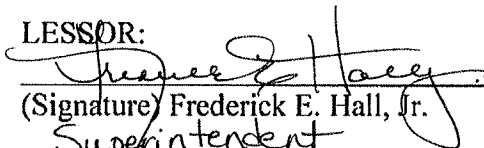
22. LEASE SUCCESSION (AUG-02):

This lease supersedes Lease No. DTFAEA- 06- -00045 and all other previous agreements between the parties for the leased property described in this document.

23. SIGNATURE BLOCK:

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

LESSOR:

 Date: 9/16/14  
(Signature) Frederick E. Hall, Jr.  
Superintendent  
(Official Title) Superintendent

UNITED STATES OF AMERICA:

\_\_\_\_\_  
(Signature) Christopher Barnhill Date: \_\_\_\_\_  
\_\_\_\_\_  
(Official Title)

**CERTIFICATE OF AUTHORIZATION**

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I, Sheri A. Rose, certify that I am the District Clerk  
(Name) (Title)

of the Sackets Harbor Central School District named in the foregoing agreement; and that  
(State, County, Municipality, or other Public Authority)

Frederick E. Hall, Jr. who signed said agreement on behalf of the  
(Name)

Sackets Harbor Central School District was then Superintendent  
(State, County, Municipality, or other Public Authority) (Title)

of said Sackets Harbor Central School District. That said agreement was duly signed for and on  
(State, County, Municipality, or other Public Authority)

behalf of Sackets Harbor Central School District by authority of its governing body, and is  
(State, County, Municipality, or other Public Authority)

within the scope of its powers.

*Sheri A. Rose* (CORPORATE SEAL)

NOTARY ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Jefferson

On this, the 16th day of September, Two Thousand Fourteen

before me, Julie Gayne a Notary Public in and for the

County of Jefferson, State of New York, duly

commissioned and qualified, personally appeared, Frederick E. Hall, Jr known to me to be the person described in and whose name is subscribed to the attached instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal,  
at my office the day and year in this certificate first written above.

By: Julie L. Gayne

My Commission Expires: August 28, 2018

JULIE L. GAYNE  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 01GA6151939  
My Commission Expires Aug. 28, 2018