

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE  
**October 1, 2001**

LEASE NO.  
**Succeeding Lease SPD 49-84**

THIS LEASE, made and entered into this date by and between **Paul Arbo**

whose address is **Box 2184  
Nogales, AZ 85628-2184**

and whose interest in the property hereinafter described is that of **Owner**

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

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

1. The Lessor hereby leases to the Government the following described premises:

**Pistol Range and Parking Facilities,  
Rroperty Located at West end of Range Road  
Nogales, AZ**

to be used for **Nogales Pistol Range**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **October 1, 2001** through **September 30, 2011**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **\$37,200.00** at the rate of **\$3,100.00** per month in arrears.

**Government shall be responsible for maintaining range in safe condition. If Government determines mobile home is to be used it shall be responsible for electricity and propaine for heat.**

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Paul Arbo  
Box 2184  
Nogales, AZ 85628-2184**

4. The Government may terminate this lease at any time by giving at least **90** days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, any rent adjustments shall be negotiated to reflect current market rent for like properties in the immediate area of the leased property. Lessor shall provide market data to justify that rent any rent increas conforms to market rate.

All other terms and conditions of this lease shall remain the same during any renewal term.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
Lessor agrees to increase the range area if desired by Government to provide for a greater range length and to provide additional parking. Owner would not object to Government installing a power pole on property to establish electrical service. The mobile home located next to the range is included as part of the lease. The mobile home has toilet facilities and Lessor will provide water service for drinking and toilets.

7. The following are attached and made a part hereof: **See Attached: GENERAL CLAUSES**

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY Paul D. Arbo, President *Paul D. Arbo*  
(Signature) (Signature)

IN PRESENCE OF:

*Shigebo Arbo* \_\_\_\_\_  
(Signature) (Address)

UNITED STATES OF AMERICA  
Department of Justice  
Immigration and Naturalization Service

BY *Dorothy Miles* Dorothy I Miles, Contracting Officer  
(Signature) (Official title)

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

October 1, 2001

LEASE NO.

Succeeding Lease SPD 49-84

THIS LEASE, made and entered into this date by and between Multi-Metals, Inc.

whose address is Box 2184  
Nogales, AZ 85628-2184

and whose interest in the property hereinafter described is that of Owner

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

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

1. The Lessor hereby leases to the Government the following described premises:

Pistol Range and Parking Facilities,  
Roperty Located at West end of Range Road  
Nogales, AZ

to be used for Nogales Pistol Range

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Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

*Paul D. Arbo*  
~~XXXXXXXXXX~~

Box 2184  
Nogales, AZ 85628-2184

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5. This lease may be renewed at the option of the Government, any rent adjustments shall be negotiated to reflect current market rent for like properties in the immediate area of the leased property. Lessor shall provide market data to justify that rent any rent increas conforms to market rate.

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8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY   
(Signature)

\_\_\_\_\_  
(Signature)

IN PRESENCE OF:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA  
Department of Justice  
Immigration and Naturalization Service

BY \_\_\_\_\_  
(Signature)

Dorothy I Miles, Contracting Officer  
(Official title)

**GENERAL CLAUSES  
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 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 tenantable 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 the rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (FEB 1998)

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 on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/pbs/pe/standcla/standcla.htm>

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$500,000.)
FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applicable to leases over \$10,000.)

INITIALS:

  
LESSOR

&

GOVERNMENT

GSA FORM 3517A PAGE 1 (REV 9/99)

ARBOS 0313



FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Applicable to leases over \$2,500.)

FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS  
OF THE VIETNAM ERA (JAN 1999)  
(Applicable to leases over \$10,000.)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)

GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

FAR 52.233-1 DISPUTES (DEC 1998)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  
(OCT 1997)  
(Applicable when cost or pricing data are required for work or services  
exceeding \$500,000.)

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)  
(Applicable when the clause at FAR 52.215-10 is applicable.)

GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

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.

INITIALS: ljd & Blm  
LESSOR GOVERNMENT

MILITARY TRAINING AND OPERATIONS  
RIGHT-OF-ENTRY PERMIT

JTF-6

Contract No. \_\_\_\_\_

Owner: Mr. Arbol

County and State: \_\_\_\_\_

Santa Cruz, AZ  
Property Description:

Firing Range

The undersigned, hereinafter called the "Owner" hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry permit upon the following terms and conditions:

1. The Owner hereby grants to the Government the right to enter upon the lands hereinafter described ("the land") at any time within the following period: May 1, 2002 through May 31, 2002, in order to carry out military training and operations on said lands by the Government.

a. The purpose of the work is for military training and operations.

b. Construction in connection with the use of this site is not required.

c. The use of military equipment, including tracked and wheeled vehicles, aircraft, aircraft flights, and/or landings in and over this land may be involved as a part of this military training operation.

d. The property may be used for bivouac and logistical support.

e. If required by Federal or state law, the Government has the right to conduct environmental studies on the land.

2. The permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.



**MILITARY TRAINING AND OPERATIONS  
RIGHT-OF-ENTRY PERMIT**

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry permit.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the government will, in its sole discretion, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided herein.

5. The Owner shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Owner.

6. The Owner (does/does not) grant the Government the right to use any buildings, timber or any other products of the land. The Government may use the following buildings, currently located on the land:

Structures used by U.S. Border Patrol

7. This permit may be terminated by either party upon 30 days written notice.

8. Notice of Termination or Claims shall be mailed to the Government at the address noted below and to the Owner at the address shown hereon.

9. The land affected by this right-of-entry permit is located in the State of AZ, County of Santa Cruz, and is described as follows: A Weapons firing Range

MILITARY TRAINING AND OPERATIONS  
RIGHT-OF-ENTRY PERMIT

(Where the description is not available, attach a Map with the property specifically labeled and outlined in RED.)

10. The following additional restrictions on use of the land will apply: Compliance with U.S. Border Patrol Regulations

WITNESS my hand this 15 day of November, 2001, 199.

Jm2  
Witness

Paul D. Arbo  
Owner's Signature

PAUL D. ARBO  
Owner's Name

520 287-3939  
Owner's Telephone Number

P.O. Box 2184 Nogales, Az 85628  
Owner's Address

Consent of Tenant: (if applicable)

I hereby consent to the use of the property by the Government in accordance with this permit.

Paul D. Arbo  
Witness

Jm2  
Tenant's Signature

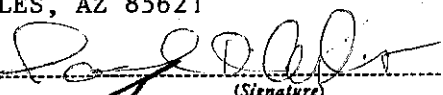
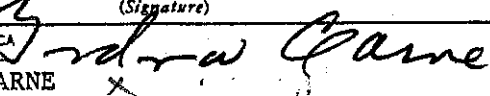
(520) 377-6101  
Tenant's Telephone Number

Jim Lamborne  
Tenant's Name

1500 W. La Quinta Nogales, Az  
Tenant's Address

LESSOR

WRAMP 5224/55 NGL PR

STANDARD FORM 2-B FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	<b>U.S. Government</b> <b>Lease for Real Property (Short Form)</b>	L E A S E DATE <b>13 AUG 1984</b> NO. <b>SPD 49-84 (L&amp;A)</b>						
The LESSOR leases to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described premises on the terms stated herein, including the conditions on the reverse hereof.								
1. LOCATION OF LEASED PREMISES <p style="text-align: center;">Nogales, Santa Cruz County, Arizona</p>								
2. DESCRIPTION OF LEASED PREMISES      See Attached								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>Attachment</u></td> <td style="text-align: center;"><u>Description</u></td> </tr> <tr> <td style="text-align: center;">A</td> <td style="text-align: center;">Location &amp; Legal Description</td> </tr> <tr> <td style="text-align: center;">B</td> <td style="text-align: center;">Extract Survey - Gravel Pit for Pistol Range</td> </tr> </table>	<u>Attachment</u>	<u>Description</u>	A	Location & Legal Description	B	Extract Survey - Gravel Pit for Pistol Range		
<u>Attachment</u>	<u>Description</u>							
A	Location & Legal Description							
B	Extract Survey - Gravel Pit for Pistol Range							
3. TERM. To have and to hold: For the term beginning <u>October 1, 1984</u> through <u>September 30, 1985</u> From year to year thereafter, but not beyond <u>September 30, 1989</u> this lease  See Attachment C								
4. TERMINATION. The Government may terminate this lease at any time by giving at least <u>90</u> days' written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.								
5. RENTAL. The Government shall pay the Lessor annual rent of \$ <u>1.00</u> at the rate of \$ <u>1.00</u> per <u>year</u> , in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: See block 7.								
6. SERVICES AND UTILITIES (Enter "X" in box for each item to be provided by Lessor as part of lease)								
<input type="checkbox"/> (1) HEAT <input type="checkbox"/> (2) ELECTRICITY <input type="checkbox"/> (3) POWER (Special equipment) <input type="checkbox"/> (4) WATER (Hot and cold) <input type="checkbox"/> (13) OTHER (Specify)	<input type="checkbox"/> (5) CHILLED DRINKING WATER <input type="checkbox"/> (6) AIR CONDITIONING <input type="checkbox"/> (7) ELEVATOR SERVICE <input type="checkbox"/> (8) WINDOW WASHING (Quarterly)	<input type="checkbox"/> (9) TOILET SUPPLIES <input type="checkbox"/> (10) JANITOR SERVICE AND SUPPLIES (Frequency) <input type="checkbox"/> (11) INITIAL LAMPS, TUBES, BALLASTS AND REPLACEMENTS <input type="checkbox"/> (12) MECHANICAL VENTILATION						
7. SPECIAL OR OTHER PROVISION(S) AGREED UPON  (a) Rent shall be payable to Mr. Paul Arbo, or to the party (or parties) who is the legal owner of record on the date upon which rental payment shall become properly due and payable.								
LESSOR  PAUL ARBO P.O. BOX 3939 NOGALES, AZ 85621								
BY <u></u> (Signature)								
UNITED STATES OF AMERICA GORDON W. CARNE CONTRACTING OFFICER								
BY <u></u> (Signature)								
IMMIGRATION & NATURALIZATION SERVICE WESTERN REGIONAL OFFICE SAN PEDRO (TERMINAL ISLAND) CA 90731								
(Official title)								

**1. MAINTENANCE OF PREMISES**

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

**2. DAMAGE BY FIRE OR OTHER CASUALTY**

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

**3. ALTERATIONS**

The Government may make alterations, attach fixtures or signs and erect structures in or upon the leased premises, all of which shall be the property of the Government.

**4. CONDITION REPORT**

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

**5. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

**6. APPLICABLE CODES AND ORDINANCES**

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

**7. LESSOR'S SUCCESSORS**

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

**8. COVENANT AGAINST CONTINGENT FEES**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

**9. FACILITIES NONDISCRIMINATION**

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

**10. EXAMINATION OF RECORDS *See Replacement***

(NOTE: This provision is applicable if this lease was negotiated without advertising.)

a. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

**11. INSTRUCTIONS**

Whenever the lease is executed by an attorney, agent, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.

EXAMINATION OF RECORDS BY  
COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

(FAR 52.215-1) (APR 1984)

NOTE: The above clause replaces General Provision No. 10, Examination of Records, Standard Form 2-B, February, 1965 Edition.

## ATTACHMENT A

LOCATION OF PREMISES; GRAVEL PIT, MARIPOSA ROAD  
NOGALES, SANTA CRUZ COUNTY, ARIZONA

## LEGAL DESCRIPTION;

A PARCEL OF LAND SITUATED IN THE N.E. 1/4 AND THE N.W. 1/4  
OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 13 EAST, G&SRB&M,  
SANTA CRUZ COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" OPEN PIPE, SAID PIPE BEING THE NORTHWEST  
CORNER OF THE N.E. 1/4 OF SAID SECTION 13.

THENCE S, 89°39'00"E, ALONG THE NORTH LINE OF SAID N.E. 1/4 FOR  
A DISTANCE OF 27.80 FEET TO A 1" SQUARE-HEADED BOLT;

THENCE S, 24°17'41"E, A DISTANCE OF 44.01 FEET TO A SET 1 1/4"  
OPEN PIPE, SAID PIPE BEING THE TRUE POINT OF BEGINNING;

THENCE S, 41°03'40"W, (PARALLEL TO AND 40 FEET SOUTHEAST OF A  
STRAIGHT LINE BETWEEN THE ABOVE MENTIONED 1" SQUARE HEADED  
BOLT AND A STEEL AXLE FOUND 680.80' S.W. OF SAID BOLT) FOR A  
DISTANCE OF 726.00 FEET TO A SET 1 1/4" OPEN PIPE;

THENCE S, 89°39'00"E, PARALLEL TO THE NORTH LINE OF SAID N.E.  
1/4 FOR A DISTANCE OF 395.77 FEET TO A SET 1 1/4" OPEN PIPE;

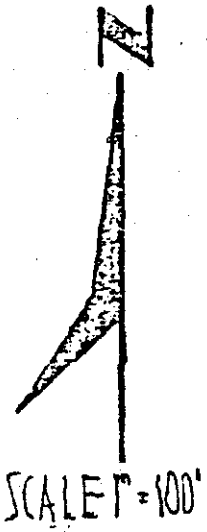
THENCE N, 41°03'40"E, FOR A DISTANCE OF 726.00 FEET TO A SET  
1 1/4" OPEN PIPE;

THENCE N, 89°39'00"W, FOR A DISTANCE OF 395.77 FEET TO THE TRUE  
POINT OF BEGINNING.

THE ABOVE PARCEL BEING 5.00 ACRES.

---

FROM THE ABOVE DESCRIPTION, A PARALLELOGRAM 165' BY 150' IS TAKEN  
FROM THE SOUTHWEST CORNER, FOR USE AS A SMALL ARMS RANGE, AS  
SHOWN ON ATTACHMENT B.



FD. 3/4" PIPE FOR 1/4 COR

C&S

FD 1" SQUARE HEAD  
SEC  
SEC  
3

27.80'

24° 17' 41" E  
44.01'

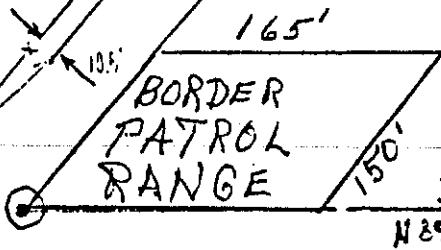
680.8' (MEAS & REC)  
N 41° 03' 40" E (MEAS)  
726.00' N 41° 01' 1" (REC)

AREA = 5.00 ACRES

APPROXIMATE LOCATION OF PRESSURE GAS LINE

726.00'  
N 41° 03' 40" E

STEEL AXLE



395.77'  
N 89° 39' 00" W

197.88'

Attachment B.

Extract -  
Survey - Travel Pit for  
Discol Range  
Nogales, ARIZ  
8/16/79

~~W275 / SPD 53-79 (L&A)~~  
SPD 49-84 (L&A)

## ATTACHMENT C

(a) Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives thirty (30) days' notice that it will not exercise its option before this lease or any renewal thereof expires, provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of September, 1989 and, provided further that adequate appropriations are available from year to year for the payment of rentals.

(b) Lessor may cancel this lease upon the giving of written notice to the Government ninety (90) days prior to termination date, said notice to be computed commencing with the day after date of mailing.

(c) Government agrees to install, maintain and operate its pistol range equipment at no cost to Lessor. Equipment shall be installed in such a manner as not to interfere with the operation of equipment which Lessor has heretofore installed at this location. In the event that interference should result, Government shall take all necessary steps to remove said interference, or shut down pistol range equipment temporarily pending repair.

(d) Government agrees to protect, indemnify and save Lessor harmless from and against all claims, demands and causes of action of every kind and character that may arise by reason of the negligent acts or omissions of Government's agents, employees, representatives or subcontractors in connection with, or arising out of the rights granted herein to Government, insofar as such claims, demands and causes of action are cognizable under Federal Law and Regulation provided, however, that nothing in this item shall render Government liable or responsible for any damage to property or for injury, including death, to persons caused by or arising out of the acts or omissions of Lessor, its agents, servants and employees.

(e) All improvements placed on or in the Lessor's property by the Government shall remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall before the expiration of this lease or renewal thereof restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

(f) It is understood Government's interest hereunder shall not be assignable, in whole or in part, whether voluntary or involuntary.



2055015

STANDARD FORM 2-B  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

**U.S. Government**  
**Lease for Real Property (Short Form)**

LEASE

DATE August 29, 1979 NO. SPD 53-79(L&A)

The LESSOR leases to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described premises on the terms stated herein, including the conditions on the reverse hereof.

1. LOCATION OF LEASED PREMISES

Nogales, Santa Cruz County, Arizona

2. DESCRIPTION OF LEASED PREMISES

See Attached

Attachment

A  
B

Description

Location & Legal Description  
Extract Survey - Gravel Pit for Pistol Range

3. TERM. To have and to hold:

April 1, 1979

through September 30, 1979

For the term beginning .....  
From year to year thereafter, but not beyond September 30, 1984

..... this lease

See Attachment C

4. TERMINATION. The Government may terminate this lease at any time by giving at least 90 days' written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL. The Government shall pay the Lessor annual rent of \$ see below at the rate of \$ see below

per see below	in arrears.	Rent for a lesser period shall be prorated.	Rent checks shall be made payable to:
See block 7.	Period	Rate	Amount
	4/1/79 to 9/30/79	\$61.00	\$61.00
	10/1/79 to 9/30/84	1.00/year	4.00
			Payable in arrears
			\$61.00
			1.00/year

6. SERVICES AND UTILITIES (Enter "X" in box for each item to be provided by Lessor as part of lease)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> (1) HEAT                      | <input type="checkbox"/> (5) CHILLED DRINKING WATER     | <input type="checkbox"/> (9) TOILET SUPPLIES  |
| <input type="checkbox"/> (2) ELECTRICITY               | <input type="checkbox"/> (6) AIR CONDITIONING           | <input type="checkbox"/> (10) JANITOR SERVICE AND SUPPLIES                                |
| <input type="checkbox"/> (3) POWER (Special equipment) | <input type="checkbox"/> (7) ELEVATOR SERVICE           | <input type="checkbox"/> (11) INITIAL LAMPS, TUBES, BALLASTS AND REPLACEMENTS (Frequency) |
| <input type="checkbox"/> (4) WATER (Hot and cold)      | <input type="checkbox"/> (8) WINDOW WASHING (Quarterly) | <input type="checkbox"/> (12) MECHANICAL VENTILATION                                      |
| <input type="checkbox"/> (13) OTHER (Specify)          |   |   |

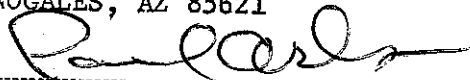
7. SPECIAL OR OTHER PROVISION(S) AGREED UPON

- (a) Rent shall be payable to Mr. Paul Arbo, or to the party (or parties) who is the legal owner of record on the date upon which rental payment shall become properly due and payable.
- (b) Lessor has graded the premises to suit Governments needs, cost of which is included in first period's rent, April 1, 1979 to September 30, 1979.

LESSOR

PAUL ARBO  
P.O. BOX 3939  
NOGALES, AZ 85621

BY



(Signature)

UNITED STATES OF AMERICA

R. J. McLATCHER, ASSISTANT REGIONAL  
COMMISSIONER; PROP. MGMT. & PROC.

BY

  
CONTRACTING OFFICER

(Signature)

IMMIGRATION & NATURALIZATION SERVICE  
WESTERN REGIONAL OFFICE  
SAN PEDRO (TERMINAL ISLAND) CA 90731

(Official title)

# GENERAL PROVISIONS

## 1. MAINTENANCE OF PREMISES

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

## 2. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

## 3. ALTERATIONS

The Government may make alterations, attach fixtures or signs and erect structures in or upon the leased premises, all of which shall be the property of the Government.

## 4. CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

## 5. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

## 6. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

## 7. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

## 8. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

## 9. FACILITIES NONDISCRIMINATION

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

See replacement

## 10. EXAMINATION OF RECORDS attached

(NOTE: This provision is applicable if this lease was negotiated without advertising.)

a. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

## 11. INSTRUCTIONS

Whenever the lease is executed by an attorney, agent, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.

**FPR 1-7.103-3**

**EXAMINATION OF RECORDS BY COMPTROLLER  
GENERAL**

(a) This clause is applicable if the amount of this contract exceeds \$10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

**NOTE: The above clause replaces  
General Provisions #10,  
Examination of Records, Standard  
Form 2-B, February, 1965 Edition**

ATTACHMENT A

LOCATION OF PREMISES; GRAVEL PIT, MARIPOSA ROAD  
NOGALES, SANTA CRUZ COUNTY, ARIZONA

LEGAL DESCRIPTION;

A PARCEL OF LAND SITUATED IN THE N.E. 1/4 AND THE N.W. 1/4  
OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 13 EAST, G&SRB&M,  
SANTA CRUZ COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" OPEN PIPE, SAID PIPE BEING THE NORTHWEST  
CORNER OF THE N.E. 1/4 OF SAID SECTION 13.

THENCE S, 89°39'00"E, ALONG THE NORTH LINE OF SAID N.E. 1/4 FOR  
A DISTANCE OF 27.80 FEET TO A 1" SQUARE-HEADED BOLT;

THENCE S, 24°17'41"E, A DISTANCE OF 44.01 FEET TO A SET 1 1/4"  
OPEN PIPE, SAID PIPE BEING THE TRUE POINT OF BEGINNING;

THENCE S, 41°03'40"W, (PARALLEL TO AND 40 FEET SOUTHEAST OF A  
STRAIGHT LINE BETWEEN THE ABOVE MENTIONED 1" SQUARE HEADED  
BOLT AND A STEEL AXLE FOUND 680.80' S.W. OF SAID BOLT) FOR A  
DISTANCE OF 726.00 FEET TO A SET 1 1/4" OPEN PIPE:

THENCE S, 89°39'00"E, PARALLEL TO THE NORTH LINE OF SAID N.E.  
1/4 FOR A DISTANCE OF 395.77 FEET TO A SET 1 1/4" OPEN PIPE;

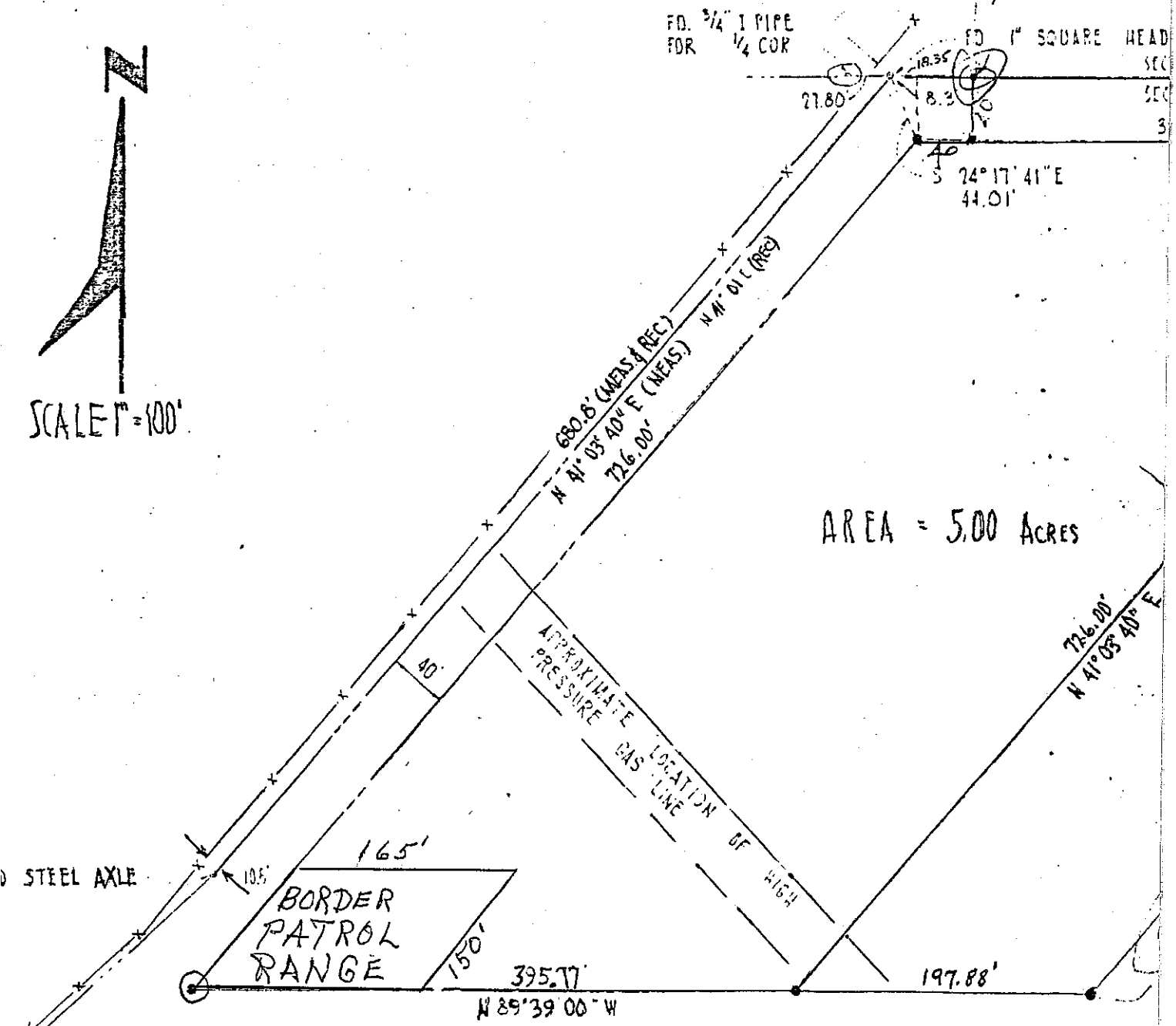
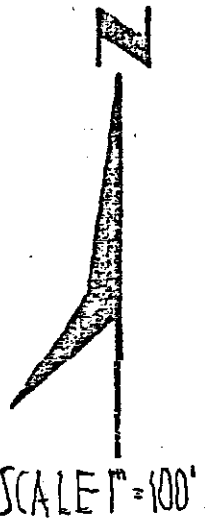
THENCE N, 41°03'40"E, FOR A DISTANCE OF 726.00 FEET TO A SET  
1 1/4" OPEN PIPE;

THENCE N, 89°39'00"W, FOR A DISTANCE OF 395.77 FEET TO THE TRUE  
POINT OF BEGINNING,

THE ABOVE PARCEL BEING 5.00 ACRES.

---

FROM THE ABOVE DESCRIPTION, A PARALLELOGRAM 165' BY 150' IS TAKEN  
FROM THE SOUTHWEST CORNER, FOR USE AS A SMALL ARMS RANGE, AS  
SHOWN ON ATTACHMENT B.



Attachment B.

Extract -  
 Survey - Dravel Pit for  
 Pistol Range  
 Nogales, ARIZ  
 8/16/79  
 WRT/SPD 53-79 (USA)

ATTACHMENT C

(a) Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives thirty (30) days' notice that it will not exercise its option before this lease or any renewal thereof expires, provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of September, 1984, and, provided further that adequate appropriations are available from year to year for the payment of rentals.

(b) Lessor may cancel this lease upon the giving of written notice to the Government ninety (90) days prior to termination date, said notice to be computed commencing with the day after date of mailing.

(c) Government agrees to install, maintain and operate its pistol range equipment at no cost to Lessor. Equipment shall be installed in such a manner as not to interfere with the operation of equipment which Lessor has heretofore installed at this location. In the event that interference should result, Government shall take all necessary steps to remove said interference, or shut down pistol range equipment temporarily pending repair.

(d) Government agrees to protect, indemnify and save Lessor harmless from and against all claims, demands and causes of action of every kind and character that may arise by reason of the negligent acts or omissions of Government's agents, employees, representatives or subcontractors in connection with, or arising out of the rights granted herein to Government, insofar as such claims, demands and causes of action are cognizable under Federal Law and Regulation provided, however, that nothing in this item shall render Government liable or responsible for any damage to property or for injury, including death, to persons caused by or arising out of the acts or omissions of Lessor, its agents, servants and employees.

(e) All improvements placed on or in the Lessor's property by the government shall remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall before the expiration of this lease or renewal thereof restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

(f) It is understood Government's interest hereunder shall not be assignable, in whole or in part, whether voluntary or involuntary.