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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

(Space above reserved for Recorder of Deeds certification)

Title of Document: LEASE No. DTFASW-09-L-00006,
(3Y3) RCLR

City and State: DeSoto, Iowa

Date of Document: 9-15-08

Grantor/Lessor(s): James L. Koch and Margaret E. Koch

Grantee/Lessee: United States of America

Prepared by: Department of Transportation
Federal Aviation Administration (817) 222-4396

EW Grantee/Lessee Mailing Address: DOT/ Federal Aviation Administration,
Attn: Real Estate & Utilities Group, ASW-53
2601 Meacham Boulevard
Fort Worth, TX 76137

Legal Description: Reference full text on pages 1 & 2 of document.

Lease No. DTFASW-09-L-00006
(3Y3) - RCLR
Desoto, Iowa

LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

and

JAMES L. KOCH AND MARGARET E. KOCH

(husband and wife)

THIS LEASE is hereby entered into by James L. and Margaret E. Koch whose address is 2261 105th St., Van Meter, IA 50261, 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, viz:

REMOTE COMMUNICATIONS LINK REPEATER (RCLR)

A tract of land in the southwest quarter of northwest quarter of Section 6, T-77-N, R-27-W, 5th PM, Jefferson R.R. Township, Madison County, Iowa, excepting all legal highways and subsisting rights-of-way, and more particularly described as follows: Beginning at the west quarter corner of Section 6 proceed north 33 feet, thence east 100 feet, to a point of beginning, proceed north 500 feet to a point, thence east 500 feet to a point, thence south 500 feet to a point, thence west 500 feet to the point of beginning, containing 5.74 acres, more or less. As more particularly shown on Exhibit "A" dated 10-10-88, attached hereto and made a part hereof.

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

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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, 2008 and continuing through September 30, 2018 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

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

The Government shall pay the Lessor rental for the premises in the amount of \$3,750.00 per annum during the lease period. Payments shall be made in arrears at the end of each Government fiscal year without the submission of invoices or vouchers. The payments shall be made to: James L. Koch and sent to: 2261 105th St., Van Meter, IA 50261 or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

4. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(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 contractor in associating the payment to specific contracts.

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2. In the event the Government is unable to release one or more payments by EFT, the Contractor 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 Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

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

(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 Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR 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 Contractor'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 Contractor'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 Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR 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 Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR 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 Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - 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 Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor 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. The Contractor can obtain detailed payment information by registering for the US Treasury PAID

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system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. 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 CCR database.

5. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06):

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR 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.

(b) The Contractor 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 contractor. Failure to provide accurate information or adequate notice of changes to vendor 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".

6. 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 30 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 on September 30.

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 temporally withheld or retained in accordance with the terms of the contract.

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7. 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.

8. 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.

9. 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.

10. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/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 that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer,

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and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

11. NOTICES (OCT-96):

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

TO LESSOR: Mr. and Mrs. James Koch
2261 105th Street
Van Meter, IA 50261

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Real Estate and Utilities Group, ASW-53
Fort Worth, TX 76193

12a. CONTRACT DISPUTES (NOV. 03):

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:

(1) 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.

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

12b. 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.

(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:

(1) 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

(2) 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).

(d) 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.

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

13. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) 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.

14. 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.

15. 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.

16. 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.

17. RESTORATION:

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least thirty (30) days before the date of expiration or termination requests restoration of the premises, the Government at its option shall, subject to an annual appropriation for necessary expenses of the Government being granted by the Congress of the United States, within ninety (90) days after such expiration or termination, or within such additional times as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b), and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable

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settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of the Contract Disputes Clause of this lease.

18. 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.

19. FARMING AND GRAZING:

The Lessors may utilize the leased premises for ingress and egress, normal farming and grazing (except the Government's fenced area) and not to erect or allow to be erected any structures within the leased area without the written consent of the Government.

20. LEASE SUCCESSION (AUG-02):

This lease supersedes Lease No. DTFA09-88-L-10379 and all other previous agreements between the parties for the leased property described in this document.

21. SIGNATURE BLOCK (AUG 02):

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

LESSOR:

James L. Koch Date: 9-3-2008
James L. Koch

Margaret E. Koch Date: 9-3-2008
Margaret E. Koch

UNITED STATES OF AMERICA:

BY: Glen D. Batts DATE: 9-15-08
Glen D. Batts

TITLE: Contracting Officer

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Dallas

On this, the 3 day of Sept, Two Thousand 08, before me,
Karen Winebrenner a Notary Public in and for the County
of Dallas, State of Iowa, duly
commissioned and qualified, personally appeared James L. Koch
known to me to be the person described in and whose
is/are subscribed to the attached instrument, and acknowledged to
me that _____ executed the instrument for the purposes and consideration
therein stated.

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



Karen Winebrenner
Notary Public in and for the
COUNTY OF Dallas
STATE OF Iowa

My Commission Expires:
3-2011

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Dallas

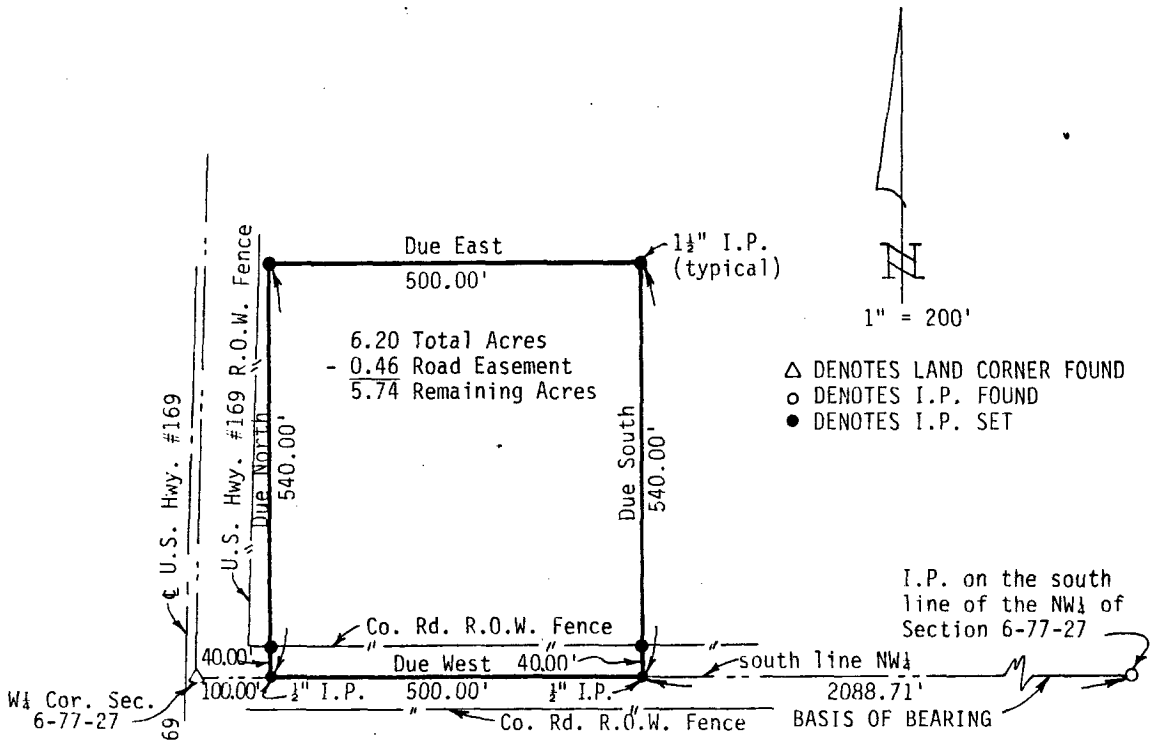
On this, the 3 day of Sept, Two Thousand 08, before me,
_____ a Notary Public in and for the County
of Dallas, State of Iowa, duly
commissioned and qualified, personally appeared Margaret E. Koch
_____ known to me to be the person described in and whose
_____ is/are subscribed to the attached instrument, and
acknowledged to me that _____ executed the instrument for the purposes
and consideration therein stated.

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

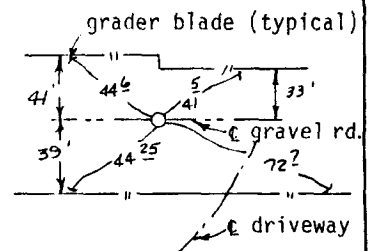
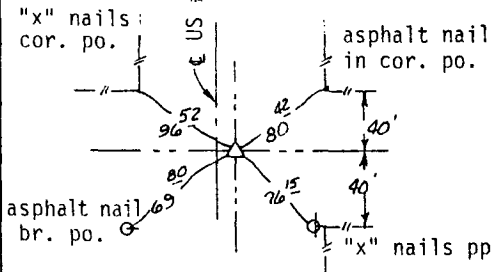


Karen Wenebrenner
Notary Public in and for the
COUNTY OF Dallas
STATE OF Iowa

My Commission Expires:
3-2011



△ DENOTES LAND CORNER FOUND
 ○ DENOTES I.P. FOUND
 ● DENOTES I.P. SET



TIES TO W 1/4 COR. SEC. 6-77-27
 (found lead plug in concrete
 2.95' right of sta. 576+27)

TIES TO IRON PIN ON THE
 SOUTH LINE OF THE NW 1/4 OF
 SECTION 6-77-27
 (found 1/2" I.P. 1 1/2' deep,
 set 1 1/2" I.P. over it)

DeSoto, Madison County
 DESCRIPTION:

A tract of land located in the SW 1/4 of the NW 1/4 of Section 6, Township 77 North,
 Range 27 West of the 5th P.M. in Madison County, Iowa, more particularly
 described as:

Beginning at the West 1/4 Corner of said Section 6, thence Due East along the
 south line of the SW 1/4 of the NW 1/4 of said Section 6 a distance of 100.00'
 to an iron pin, said pin being the true point of beginning, thence Due North
 a distance of 540.00' to an iron pin, thence Due East a distance of 500.00'
 to an iron pin, thence Due South a distance of 540.00' to an iron pin, said
 pin being on the south line of the SW 1/4 of the NW 1/4 of said Section 6, thence
 Due West along the south line of the SW 1/4 of the NW 1/4 of said Section 6 a distance
 of 500.00' to the true point of beginning, containing 6.20 acres, subject
 to all recorded easements.

Subscribed and sworn to
 before me this 25th
 day of October, 1988

Debbie Jimerson
 Notary Public
 (SEAL)



I hereby certify that this plat, map, survey or report was made
 by me or under my direct personal supervision and that I am a
 duly Registered Land Surveyor under the law of the state of
 Iowa.

John L. Franklin Date: 10-25-88
 John L. Franklin, P.E. & L.S. Reg. No. 2760

BRUNING, 4C-22 50164

survey for FAA
 Federal Building
 601 E 12th St.
 Kansas City, MO date 10-10-88
 412630

MID-STATE ENGINEERING
 Division of Howard R. Green Company
 BOX 39
 CRESTON, IOWA 50801