



U.S. General Services Administration
Public Buildings Service

SENT VIA EMAIL TO:

biowerxconsulting@gmail.com

July 11, 2022

Dr. Russell Pillers
% Northern Nye County Hospital District
20 Carefree Place
Sparks, Nevada 89441
Phone: (775) 393-9677

Subject: Former Tonopah Airfield Annex
2, 3, 5, 6, & 7 Victoria Street, Tonopah, Nye County, Nevada 89049

LETTER AGREEMENT

This Letter Agreement is made and entered into this 15th day of July 2022, by and between NORTHERN NYE COUNTY HOSPITAL DISTRICT (hereinafter referred to as "NNCHD"), whose principal office is 101 Radar Road, P. O. Box 468, Tonopah, NV 89049, and the UNITED STATES OF AMERICA, acting by and through the General Services Administration (hereinafter referred to as "GSA" or collectively "The United States"), whose address is 50 United Nations Plaza, Room 4365, Mail Box 9 San Francisco, CA 94102, under and pursuant to the powers and authority contained in the provisions of Title 40, U.S. Code, Chapter 5, et. Seq., as amended, and regulations and orders promulgated thereunder.

WHEREAS, NNCHD is owner of that certain property described by deeds (the "2019 Deeds") recorded November 7, 2019 with the Nye County Recording District, to which reference is hereby made and identified as:

2 VICTORIA STREET, TONOPAH, NEVADA 89049, APN: 008-182-13, consisting of ±0.27 acres,
3 VICTORIA STREET, TONOPAH, NEVADA 89049, APN: 008-182-12, consisting of ±0.20 acres,
5 VICTORIA STREET, TONOPAH, NEVADA 89049, APN: 008-182-10, consisting of ±0.17 acres,
6 VICTORIA STREET, TONOPAH, NEVADA 89049, APN: 008-182-09, consisting of ±0.16 acres,
7 VICTORIA STREET, TONOPAH, NEVADA 89049, APN: 008-182-08, consisting of ±0.16 acres

(collectively reference herein as the "Property"), and more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of one (1) page.

U.S. General Services Administration
50 United Nations Plaza
San Francisco, CA 94102-4912
www.gsa.gov

WHEREAS, NNCHD's ownership interest in the Property is subject to certain restrictions and covenants enumerated in the 2019 Deeds,

WHEREAS, the United States owns a reversionary interest in the Property, exercisable in the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of the 2019 Deeds;

WHEREAS, NNCHD no longer has a need for the Property and informed GSA of its final decision to proceed with its voluntary reversion on June 16, 2022;

THEREFORE, the Parties hereby agree to the following regarding the disposition of the Property:

A. DUTIES OF THE UNITED STATES

1. The United States shall draft a deed to convey the properties from NNCHD, as the Grantor, to a new purchaser of the properties (the "Reconveyance Deed") to be placed in escrow with the date, identification of Grantee, and purchase price left blank.
2. The United States shall draft and execute a Release of Restrictions removing certain restrictive covenants on the use of the Property. The Release of Restrictions shall be placed in escrow.
3. Upon the execution of these documents by the Parties to this Agreement, GSA shall market the Property for sale to the public in the ordinary manner under the Property Act for the disposal of surplus federal property.
4. GSA shall make public on the auction website an explanation to potential bidders that the Release of Restrictions will be recorded immediately prior to the Reconveyance Deed, and therefore should bid on the Property as if it is unencumbered by the use restrictions contained in the 2019 Deed.
5. GSA shall determine the awardee of the auction for the Property, who shall be listed on the Reconveyance Deed as "Grantee." Upon reaching this determination, GSA shall add the date, identification of Grantee, and purchase price to the Reconveyance Deed and place the completed Reconveyance Deed in escrow.
6. GSA will collect and receive all proceeds from the sale.

B. DUTIES OF NNCHD

1. NNCHD agrees to maintain insurance on the Property until the closing of the sale.
2. NNCHD agrees to maintain the Property in good working order until the closing of the sale.
3. The Property will be secured and broom swept clean by NNCHD. Any personal

property in the building will be removed at NNCHD's expense, and any remaining will be included as part of the conveyance.

4. NNCHD shall execute the five (5) separate Reconveyance Deeds and provide to GSA for deposit in escrow.
5. NNCHD shall provide access to the Property for inspections and open houses with advance notice from GSA for the duration of the auction.
6. After the purchase price is deposited in escrow by the Grantee, NNCHD and GSA acting on behalf of the United States shall permit the recordation of the Release of Restrictions followed by the Reconveyance Deed.
7. Upon the recording of the transfer of Property, NNCHD agrees that the purchase price and all proceeds from the sale of the Property shall be released to the United States.

C. CLOSING COSTS

All Transaction Fees, costs and expenses for escrow fees, title fees, photocopying, recording fees, and all other fees, charges, and taxes with respect to this closing shall be paid by the Grantee, as designated on the Reconveyance Deed. NNCHD shall have no responsibility or liability for any such costs or expenses.

D. SIGNATURES

NORTHERN NYE COUNTY HOSPITAL DISTRICT

DocuSigned by:



00E8EC375A33422

7/15/2022

Dr. Russell Pillers

Date

UNITED STATES OF AMERICA, Acting by and through the ADMINISTRATOR OF GENERAL SERVICES

DocuSigned by:



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7/15/2022

David Haase, Contracting Officer
Real Property Utilization & Disposal
U.S. General Services Administration

Date

EXHIBIT A

2 VICTORIA STREET, TONOPAH, NEVADA

Lot two (2) of the BEKO ADDITION TO THE TOWN OF TONOPAH, Nevada Nye County, Nevada, the final map of which appears of record in the office of the County Recorder of Nye County, Nevada, as Document No. 39837, Recorded November 5, 1973.

It being the same tract or parcel of land conveyed to NNCHD from the United States of America by deed recorded with the office of County Recorder of Nye County, Nevada, as Document No 920841, Recorded November 7, 2019.

3 VICTORIA STREET, TONOPAH, NEVADA

Lot three (3) of the BEKO ADDITION TO THE TOWN OF TONOPAH, Nevada Nye County, Nevada, the final map of which appears of record in the office of the County Recorder of Nye County, Nevada, as Document No. 39837, Recorded November 5, 1973.

It being the same tract or parcel of land conveyed to NNCHD from the United States of America by deed recorded with the office of County Recorder of Nye County, Nevada, as Document No 920840, Recorded November 7, 2019.

5 VICTORIA STREET, TONOPAH, NEVADA

Lot Five (5) of the BEKO ADDITION TO THE TOWN OF TONOPAH, Nevada Nye County, Nevada, the final map of which appears of record in the office of the County Recorder of Nye County, Nevada, as Document No. 39837, Recorded November 5, 1973.

It being the same tract or parcel of land conveyed to NNCHD from the United States of America by deed recorded with the office of County Recorder of Nye County, Nevada, as Document No 920842, Recorded November 7, 2019.

6 VICTORIA STREET, TONOPAH, NEVADA

Lot Six (6) of the BEKO ADDITION TO THE TOWN OF TONOPAH, Nevada Nye County, Nevada, the final map of which appears of record in the office of the County Recorder of Nye County, Nevada, as Document No. 39837, Recorded November 5, 1973.

It being the same tract or parcel of land conveyed to NNCHD from the United States of America by deed recorded with the office of County Recorder of Nye County, Nevada, as Document No 920839, Recorded November 7, 2019.

7 VICTORIA STREET, TONOPAH, NEVADA

Lot Seven (7) of the BEKO ADDITION TO THE TOWN OF TONOPAH, Nevada Nye County, Nevada, the final map of which appears of record in the office of the County Recorder of Nye County, Nevada, as Document No. 39837, Recorded November 5, 1973.

It being the same tract or parcel of land conveyed to NNCHD from the United States of America by deed recorded with the office of County Recorder of Nye County, Nevada, as Document No 920838, Recorded November 7, 2019.

Certificate Of Completion

Envelope Id: 970E8BEC612C499BA433C62D33E23223	Status: Completed
Subject: Please DocuSign: 2022_07_11_Letter Agreement between GSA and NNCHD.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Gina Arias-Arrieta
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	gina.arias-arrieta@gsa.gov
	IP Address: 71.202.124.140

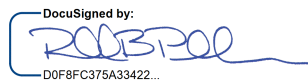
Record Tracking

Status: Original	Holder: Gina Arias-Arrieta	Location: DocuSign
7/11/2022 9:09:06 PM	gina.arias-arrieta@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Dr. Russell Pillars
biowerxconsulting@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

Sent: 7/11/2022 9:15:28 PM
Viewed: 7/11/2022 10:55:07 PM
Signed: 7/15/2022 5:07:58 PM

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Using IP Address: 47.224.171.83

Electronic Record and Signature Disclosure:
Accepted: 7/11/2022 10:55:07 PM
ID: 0c0c5387-3843-4c0e-b45d-1618cde7e7cf

David Haase
david.haase@gsa.gov
Director, Property Disposal
US General Services Administration
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2022 9:15:28 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/15/2022 5:21:03 PM
Signing Complete	Security Checked	7/15/2022 6:54:29 PM
Completed	Security Checked	7/15/2022 6:54:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.