

This copy must be
returned to City
Clerk, San Diego

FEDERAL AVIATION ADMINISTRATION

DUPLICATE



U.S. Department
of Transportation

Lease No.: DTFA08-97-L-17490
Facility: MALSR Runway 28R
Montgomery Filed
San Diego, California

LEASE

Between

CITY OF SAN DIEGO

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 8th day of Sept. in the year 1997
by and between City of San Diego, a municipal corporation

who address is:

City Administration Building
202 "C" Street
San Diego, CA 92101

for itself and its administrators successors and assigns hereinafter referred to as 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. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter
referred to as the premises, viz.:

See Page 2

DOCUMENT NO. RR-289146-2

FILED SEP 08 1997
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

GENERAL LOCATION
OF
Montgomery Field MALSR, Runway 28R
San Diego, California

MALS

On two rectangular parcels of land located along the extended centerline of Runway 28R at Montgomery Field, San Diego, California. The bearing of the runway centerline is N 64° 13' 13" W. The parcels are more precisely described as follows:

Area A:

A rectangular area 400 ft. by 1600 ft. beginning at the threshold of Runway 28R. The two 400 ft. sides are perpendicular to the extended centerline and extend 200 ft. on each side of the extended centerline. The 400 ft. sides are located at the runway threshold and 1600 ft. from the threshold of Runway 28R. (STATIONS 0100 and 16100). The two 1600 ft. sides are parallel to the extended runway centerline between stations 0+00 and 16100. Said parcel contains 14.7 acres, more or less.

Area B: (Control Shelter plot)

Beginning at the point of intersection of the threshold and the centerline of Runway 28R, proceed along the centerline to a point located 980' Easterly. From this point, proceed along a line perpendicular to runway centerline to a point 436 ft. Northerly. This established the South westerly corner of a rectangular plot with 28 ft. sides perpendicular to runway centerline and 40 ft. sides parallel to runway centerline. Said parcel contains 0.03 acres, more or less.

RAIL

The area to be leased is described as a rectangular area located along the extended centerline of Runway 28R, at Montgomery Field, San Diego, California. The bearing of the Runway centerline is N 64° 31' 13" E. The parcel is more precisely described as follows:

A rectangular area 25 ft. by 1000 ft. The two 25 ft. sides are perpendicular to the extended runway centerline, extending 12.5 ft. On each side of the centerline and are located at 1600 ft. and 2600 ft. from the threshold (Station 16+00 and 26+00). The two 1000 ft. sides are parallel to the extended runway centerline and between station 16+00 and 26+00.

(a) Together with a right-of-way for ingress to and egress from the premises; 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 the 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, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. TERM

For the term beginning July 1, 1997 and ending September 30, 1998. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal shall extend this lease beyond the 30th day of September 2012.

3. CONSIDERATION

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.

4. NON-RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, 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. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

5. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

6. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except, when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

7. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

8. QUIET ENJOYMENT

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. OFFICIALS NOT TO BENEFIT

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.

10. COVENANT AGAINST CONTINGENT FEES

The Contractor 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.

11. ANTI-KICKBACK

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 or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

12. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

13. LESSOR'S SUCCESSORS

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

14. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: City of San Diego
City Administration Building
202 "C" Street
San Diego, California 92101

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Team, AWP-54B
P.O. Box 92007, World Way Postal Center
Los Angeles, CA 90009-2007

15. The following are attached and made a part hereof: ATTACHMENTS 1A, 1B and 1C

16. The following changes were made in this lease prior to its execution: *NONE*

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

LESSOR:

By:

Robert J. Collins

Title:

Real Estate Assets Mgr

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Approved as to form and legality

this *15th* day of *September*, 19*97*
CASEY GWINN, City Attorney

By:

[Signature]
Deputy City Attorney

By:

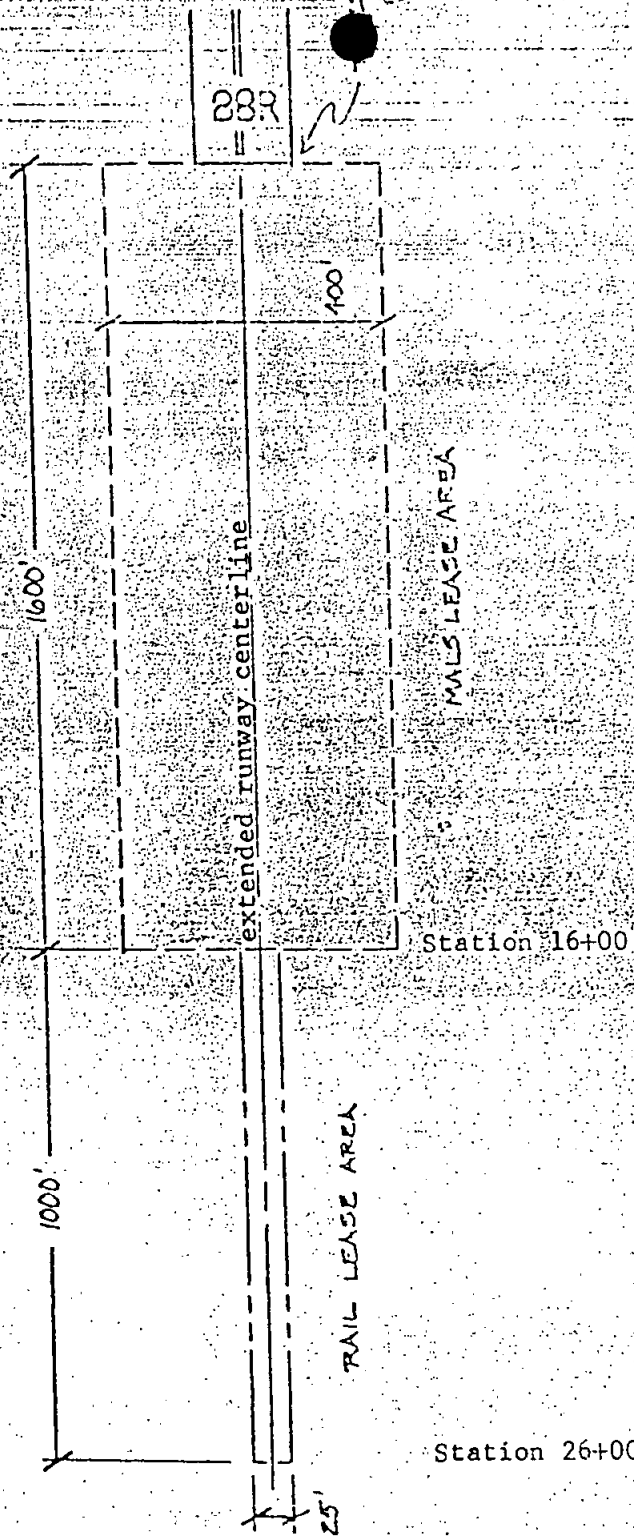
Kurt Placencia

Title:

Contracting Officer, Real Estate
& Utilities Team, AWP-54B

Date:

10/9/97



ATTACHMENT 1B

PREPARED BY R. SIMPSON	CHECKED BY	DATE JAN. 17, 1978
SUBJECT MONTGOMERY FIELD SAN DIEGO, CALIFORNIA RAIL RUNWAY ZER LEASE PLOT		FILE NO.
		SHEET 1 OF 1 SHEET

FAA Form 5000-4 (4-73) FORMERLY FAA FORM 2067

U.S. GOVERNMENT PRINTING OFFICE

674-439 11-1975

CALCULATION SHEET

RESOLUTION NUMBER R- 289146 (R-98-104)

ADOPTED ON SEP081997

WHEREAS, the City currently has four, non-revenue leases with FAA that are either on holdover or will be expiring shortly, namely: (1) FAA Localizer Runway 28R (.097 acres at Montgomery Field Airport); (2) FAA MALSR Runway 28R (14.73 acres at Montgomery Field Airport); (3) FAA REIL Runway 28L (.0184 acres at Montgomery Field Airport); and (4) FAA Compass Locator at Outer Marker for RWY 28R, City's Alvarado Treatment Plant; and

WHEREAS, these leases are essential for FAA to operate and maintain its navigational equipment that is part of the runway lighting and Instrument Landing System for Montgomery Field Airport; NOW, THEREFORE,

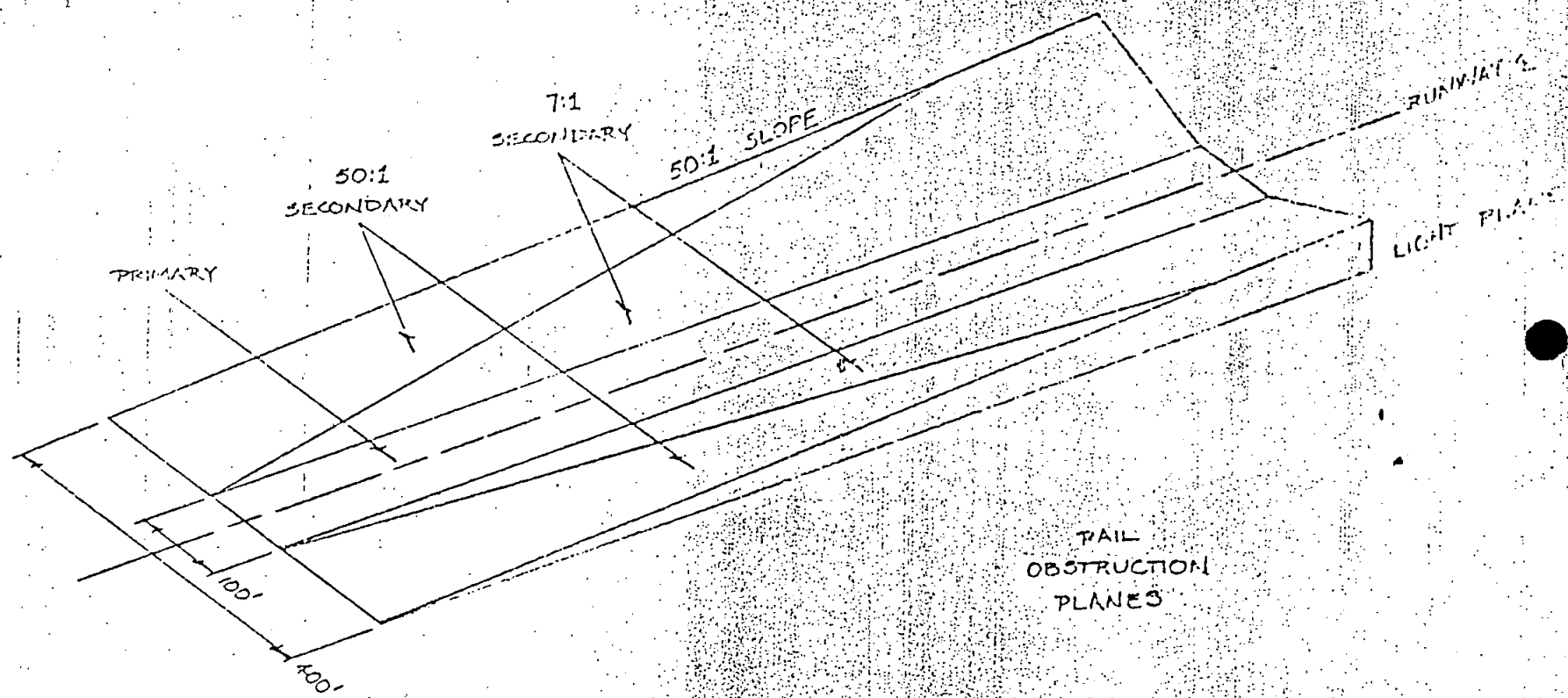
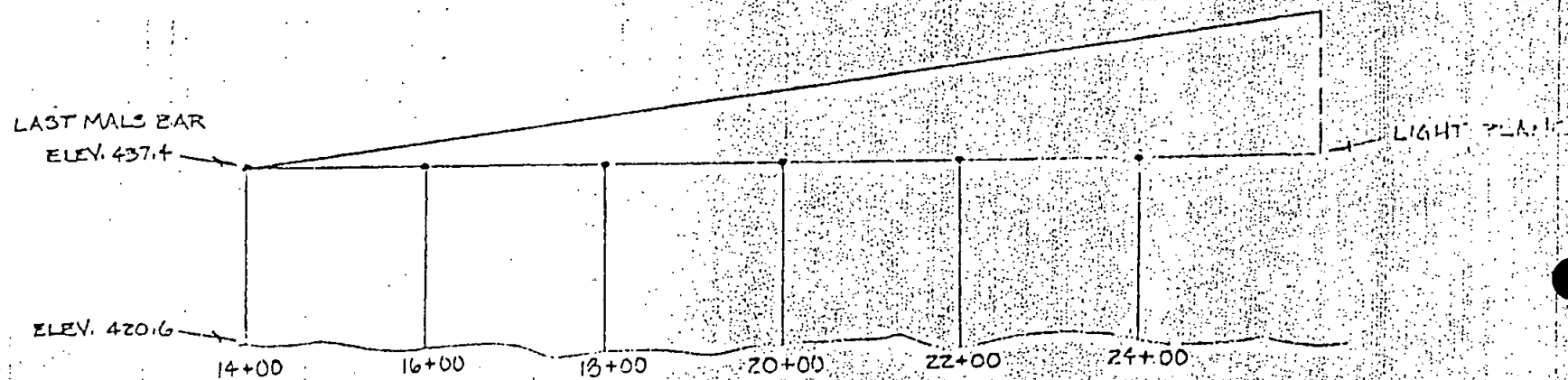
BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager or his designee is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, four non-revenue, renewal leases with FAA for City-Owned property, copies of which are on file in the office of the City Clerk as Document Nos. RR 289146-1, RR 289146-2, RR 289146-3 and RR 289146-4

APPROVED: CASEY GWINN, City Attorney

By 

William T. Griffith
Deputy City Attorney

WTG:cdk
07/28/97
JOB:219960
Or.Dept:REA
R-98-104
Form=equitsr.frm



REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

9-8-97

1. CERTIFICATE NUMBER:

R-289146

TO: CITY ATTORNEY

2. FROM: (ORIGINATING DEPARTMENT)
REAL ESTATE ASSETS DEPARTMENT

3. DATE
July 9, 1997

4. SUBJECT: FOUR RENEWAL LEASES WITH FAA FOR CITY-OWNED PROPERTY

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.)
T.L. Williams/Diana Drake M.S. 14

6. TELEPHONE NO.
573-1425

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2:

☒

COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT.				
ORGANIZATION				
OBJECT ACCOUNT				
JOB ORDER				
C.J.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST: NONE.

cc: Docket
Job: 253168
253173 253196
253174
Thomas Bros. Map Page 1249-D3, 1270-F1

ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
				X	CITY MANAGER C. Conrad	<i>C. Conrad</i>	7-14-97
X	Dept: Manager	<i>Race H. Williams</i>	7/10/97		AUDITOR		
X	DEP/EAS	<i>John Torae</i>	7/14/97	X	CITY ATTORNEY Will Griffith	<i>W. Griffith</i>	7/28/97
	EOCP memo 5-6-96			X	ORIGINATING DEPARTMENT	<i>Diana Drake</i>	8/5/97
X	WATER KENT FLORO	<i>VHFL</i>	7-26-97				

MGR. DOCKET COORD.

COUNCIL REP.

☒

RULES COMMITTEE

☐ CONSENT

☐ ADOPTION

☐ Refer to _____ Date _____

11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

Authorize the City Manager to execute four non-revenue, renewal leases with FAA for City-Owned Property.

11a. MANAGER'S RECOMMENDATIONS: Adopt the Resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 6, 7

COMMUNITY AREA(S): Kearny Mesa, Lake Murray

CITY CLERK INSTRUCTIONS: DO NOT RECORD. Deliver documents to Diana Drake, MS 14, for further handling.

ENVIRONMENTAL IMPACT: This action is exempt per CEQA Section 15301, Class I, Existing Facilities of the State of California Guidelines.

OTHER ISSUES: None

July 9, 1997

Four Renewal Leases with FAA for City-Owned Property

BACKGROUND:

The City currently has four, non-revenue leases with FAA that are either on holdover or will be expiring shortly. These leases are essential for FAA to operate and maintain its navigational equipment that is part of the runway lighting and Instrument Landing System for Montgomery Field Airport. Both parties wish to execute renewal leases with basic terms shown below:

(1) FAA LOCALIZER RUNWAY 28R - .097 acres at Montgomery Field Airport

Term: Commencing retroactive on July 1, 1997 with annual renewal options, not extending beyond September 30, 2012.

Use: Ingress and Egress for FAA to operate and maintain its navigation equipment

(2) FAA MALSR RUNWAY 28R - 14.73 acres at Montgomery Field Airport

Term: Commencing retroactive on July 1, 1997 with annual renewal options, not extending beyond September 30, 2012.

Use: Ingress and egress for FAA to operate and maintain runway end lighting systems for approaching aircraft to Montgomery Field.

(3) FAA REIL RUNWAY 28L - .0184 acres at Montgomery Field Airport

Term: Commencing October 1, 1998 with annual renewal options, not extending beyond September 30, 2015.

Use: Ingress and egress for FAA to maintain its navigational aids for aircraft.

(4) FAA COMPASS LOCATOR AT OUTER MARKER FOR RWY 28R, CITY'S ALVARADO TREATMENT PLANT

Term: Commencing retroactive on July 1, 1997, with annual renewal options, not extending beyond September 30, 2012.

Use: Ingress and egress for FAA to operate and maintain its navigational aids for approaching aircraft.

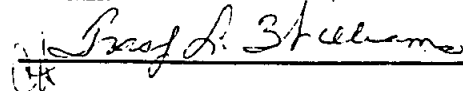
FISCAL IMPACT: None.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

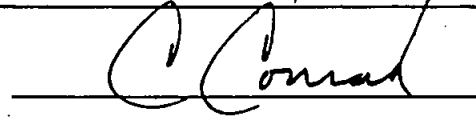
CONRAD/Collins/DLD

JOB # 253168, 253173, 253196, 253174

SIGNATURES:



ORIGINATING DEPT. HEAD



CITY MANAGER

(FOR MANAGERIAL DEPARTMENTS ONLY)

City of San Diego
General Services/Airports Division

FINDING OF MASTER PLAN LAND USE CONFORMANCE

FOUR FAA RENEWAL LEASES

PROJECT: (1) FAA LOCALIZER RWY 28R; (2) FAA MALSR RWY 28R;
(3) FAA REIL RWY 28L; (4) FAA OUTERMARKE
() CIP
(X) LESSEE FAA

1. PROJECT DESCRIPTION INCLUDING PROPOSED FUNCTION attach plot plan:

Ingress and egress for FAA to operate and
maintain its existing navigational equipment
serving Montgomery Field Airport, located on City
Property

2. MASTER PLAN LAND USE DESIGNATION attach master plan:

Aircraft Operating Area (you have on file)

Note: Brown Field non-aviation uses limited to those permitted in
the Otay Mesa Industrial Subdistrict

3. JUSTIFICATION OF CONFORMANCE FINDING

Exempt per CEQA Section 15301
Class I, Existing Facilities of the
State of California

(X) I find that the proposed use _____ is in
substantial conformance with the Montgomery Field
Master Plan as approved by City Council on 1981 (last
amendment date).

() The _____ project does not conform
to the existing _____ Field Master Plan. A
Master Plan amendment will be required before the project
can be approved by the City.

David B. Skellern
Deputy Director, Airports Division

5-27-97
Date

CONCURRENCE

Scott V. Murphy
Deputy Director, DEP

5-30-97
Date

cc: Plan. Dept. (to accompany Envir. Assessment application)
AP#1 9/17/93