

This copy must be
returned to City
Clerk, San Diego

DUPLICATE

Return to m.s. 14

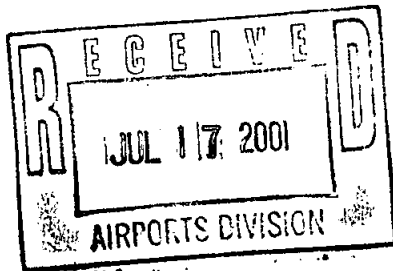
DUPLICATE ORIGINAL

FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation

Lease No.: DTFA08-01-L-21016
Facility: VASI RWY 28R
Montgomery Field
San Diego, California



LEASE

Between

CITY OF SAN DIEGO

and

DOCUMENT NO. 22-294810-1

FILED MAY 01 2001

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 08th day of June in the year 2001
by and between the City of San Diego, a municipal corporation

whose address is:

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

for itself and its 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 for Legal Description

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01 JUN 18 PM 2:31
SAN DIEGO, CALIF ✓

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SAN DIEGO, CALIF ✓

LEGAL DESCRIPTION

VISUAL APPROACH SLOPE INDICATOR
RUNWAY 28R
MONTGOIYERY FIELD, SAN DIEGO

DOWNWIND VASI UNITS

Beginning at a point 405 feet northwest of the threshold located on the centerline of Runway 28R, proceed 115 feet southwest on a line perpendicular to the runway centerline. This point establishes the easterly corner of a rectangular segment 50 feet southwest by 20 feet northwest with sides perpendicular and parallel to the runway centerline to be leased for the Downwind VASI units. This plot contains .023 acres, more or less.

UPWIND VASI UNITS

Beginning at a point 1105 feet northwest of the threshold located on the centerline of Runway 28R, proceed 115 feet southwest on a line perpendicular to the runway centerline. This point establishes the easterly corner of a rectangular segment 50 feet southwest by 20 feet northwest with sides perpendicular and parallel to the runway centerline to be leased for the Upwind VASI units. This plot contains 0.023 acres, more or less.

SEE Exhibit 1

(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 October, 1, 2001 and ending September 30, 2001. 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 30, 2021.

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 relocations, 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 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.

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 the lessor 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, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract, a contract dispute by the lessor 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
 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: Exhibit 1

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

This lease supersedes Lease No. DTFA08-81-L-10151, which expires by limitation on September 30, 2001.

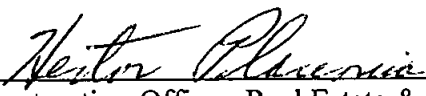
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR


(Signature)

Real Estate Assets Director
(Official Title)

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

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

Date: 06/08/01

Approved as to form and legality

this 21st day of Feb, 2001
CASEY GWINN, City Attorney

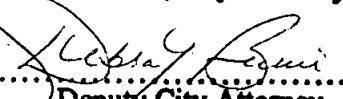
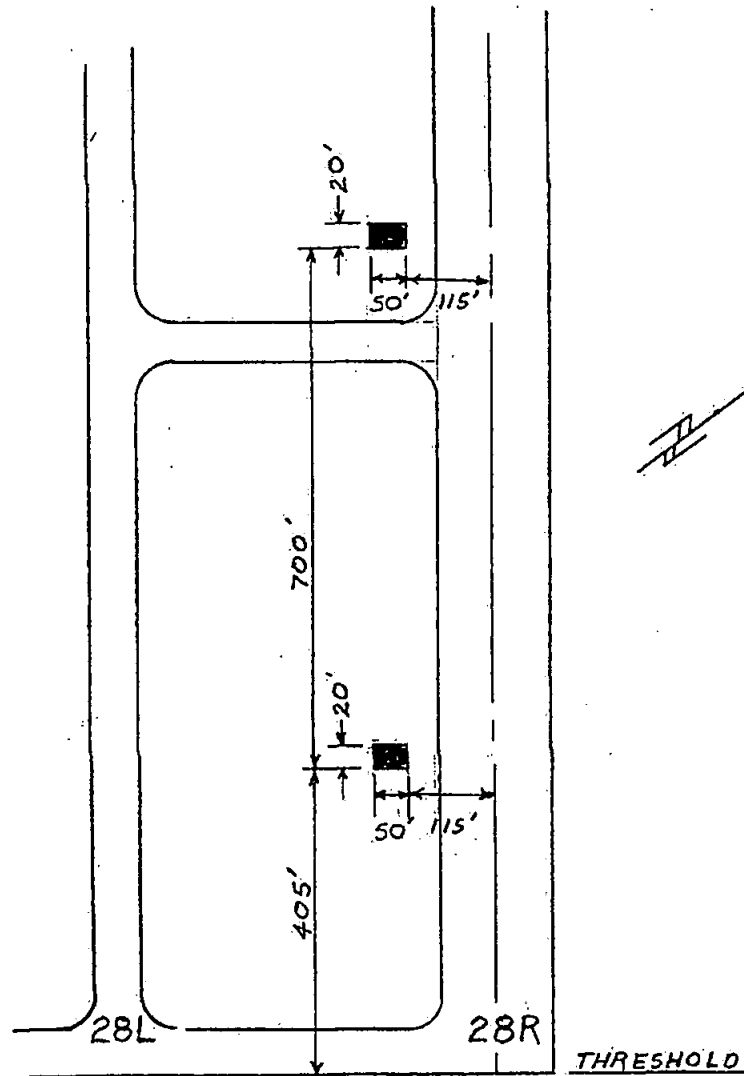
By 
Deputy City Attorney

Exhibit 1

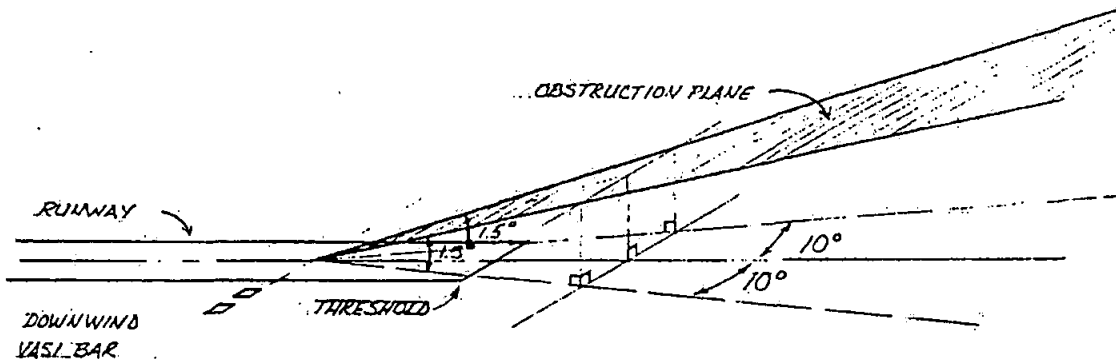


PREPARED BY J. MILNE	CHECKED BY T. PIZZA	DATE SEPT. 11, 1981
SUBJECT MONTGOMERY FIELD, SAN DIEGO, CA + BOX VASI - RWY 28R VASI LEASE PLOT (REVISION 3)		FILE NO. JON 90663
		SHEET 1 OF 1 SHEET 5

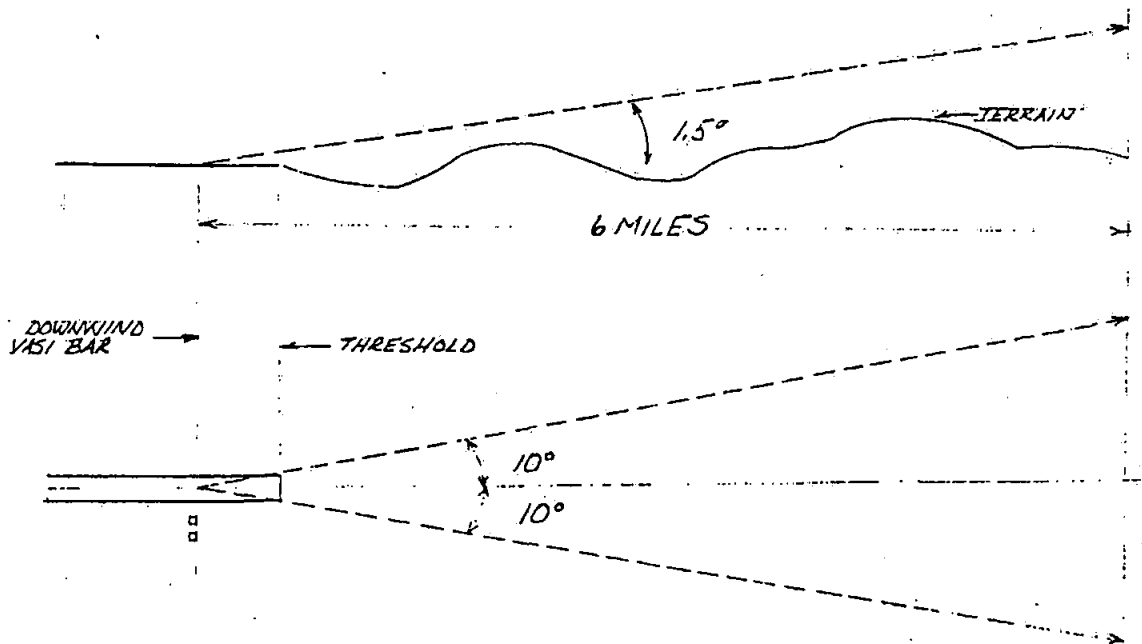
FAA Form 6000-4 (4-73) FORMERLY FAA FORM 2057

CALCULATION SHEET

Obstructions: Obstructions in the approach area shall be removed or controlled. The approach area is a triangular plane established by the location of the downwind VASI bar. The vertex of the plane is the runway centerline opposite the downwind VASI bar and extends outward six (6) miles at an angle of $1\frac{1}{2}^\circ$ vertically and 10° horizontally on both sides of the runway centerline.



OBSTRUCTION PLANE DETAIL
NOT TO SCALE



VERTICAL AND HORIZONTAL DIMENSIONS OF
OBSTRUCTION PLANE

Exhibit 3

RESOLUTION NUMBER R- 294810

ADOPTED ON MAY 01 2001

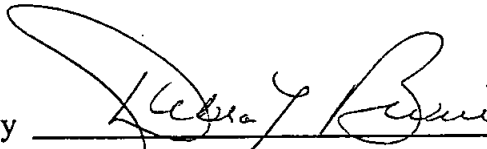
WHEREAS, The City of San Diego, Airports Division - Montgomery Field (City), and the United States of America, Department of Transportation, Federal Aviation Administration (FAA) have negotiated two one-year nonrevenue producing leases, commencing October 1, 2001, with annual renewals at FAA's option, for a maximum term not to exceed September 30, 2021, FAA's consideration to City being FAA's cost of maintaining the leased premises and its equipment, which is estimated to exceed the nominal rental value of the premises; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized to execute, for and on behalf of City, two lease agreements with the FAA, which will allow the FAA to continue maintaining and operating navigational equipment that is an integral part of the Instrument Landing System which aids pilots when landing at Montgomery Field Airport. The two leases specially cover the following:

1. Lease of premises known as Visual Approach Slope Indicator - Runway 28R, allowing ingress to and egress from the premises to maintain the premises, lines and equipment on the premises. The terms and conditions are set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 294810 -1.

2. Lease of premises known as Visual Approach Slope Indicator - Runway 10L, allowing ingress to and egress from premises to maintain the premises, lines and equipment on the premises. The terms and conditions are set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 294810 ⁻².

APPROVED: CASEY GWINN, City Attorney

By 
Debra J. Bevier
Deputy City Attorney

DJB:jc
03/11/01
Or.Dept:REA
Aud.Cert:N/A
R-2001-1382
Form=r-t.frm

Passed and adopted by the Council of San Diego on

MAY 01 2001

by the following vote:

YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHIN, MADAFFER,

INZUNZA, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT: NONE.

VACANT: DISTRICT 6.

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: MARY A. CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 294810, passed and adopted by the Council of The City of San Diego, California on MAY 01 2001.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Mary A. Cepeda, Deputy