

DUPLICATE

Return to m.s. 14

DUPLICATE ORIGINAL

# FEDERAL AVIATION ADMINISTRATION



U.S. Department  
of Transportation

Lease No.: DTFA08-01-L-21015  
Facility: VASI RWY 10L  
Montgomery Field  
San Diego, California

## LEASE

Between

CITY OF SAN DIEGO

and

THE UNITED STATES OF AMERICA

DOCUMENT NO. 294810-2  
FILED MAY 01 2001  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

This Lease, made and entered into this 8<sup>th</sup> 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

LEGAL DESCRIPTION

VISUAL APPROACH SLOPE INDICATOR  
RUNWAY 10L

MONTGOMERY FIELD, SAN DIEGO

DOWNWIND VASI UNITS

Beginning at a point 195 feet east of the threshold located on the centerline of Runway 10L, proceed 115 feet north on a line perpendicular to the runway centerline. This point establishes the southwest corner of a rectangular segment 20 feet east by 50 feet north with sides perpendicular and parallel to the runway centerline to be leased for the Downwind VASI units. This plot contains 0.023 acres, more or less.

UPWIND VASI UNITS

Beginning at a point 895 feet east of the threshold located on the centerline of Runway 10L, proceed 115 feet north on a line perpendicular to the runway centerline. This point establishes the southwest corner of a rectangular segment 20 feet east by 50 feet north 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 Exhibits 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-10098, which expires by limitation on September 30, 2001.**

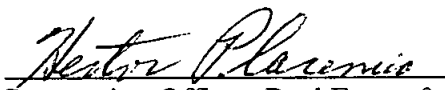
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**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

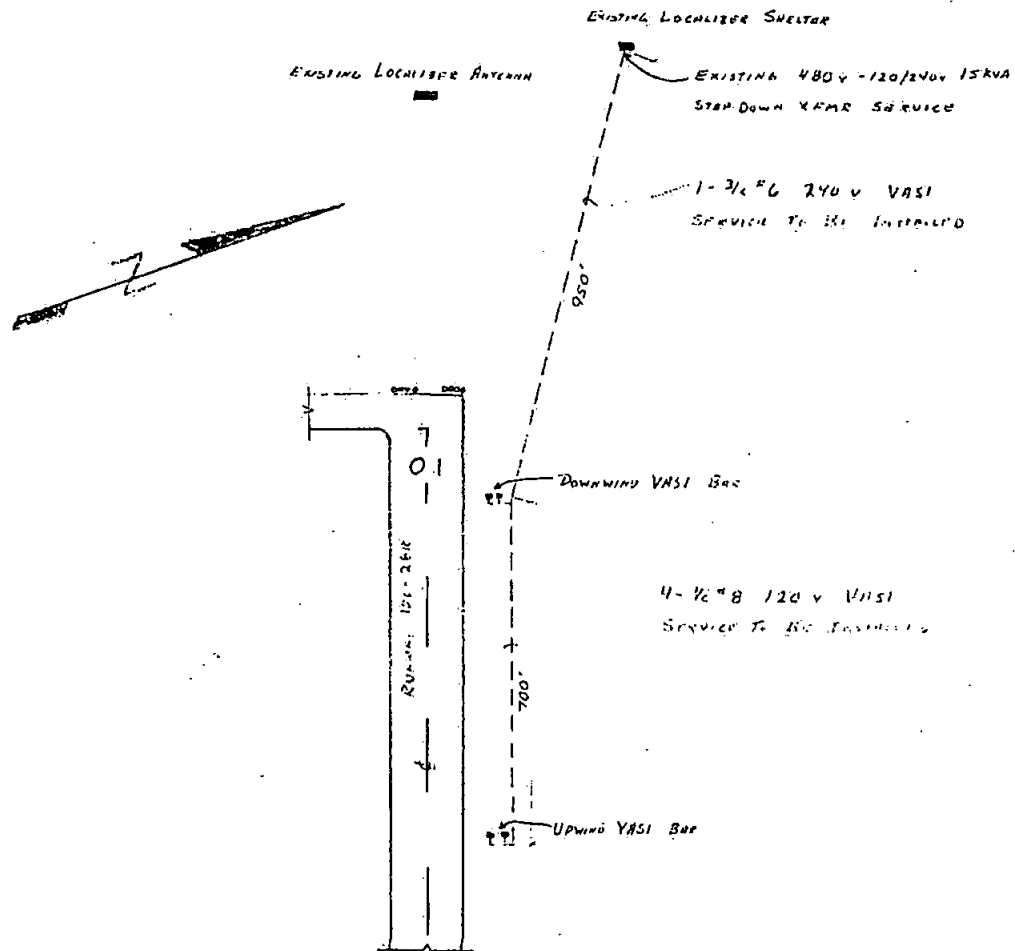
Approved as to form and legality

this 21<sup>st</sup> day of Feb, <sup>2001</sup> ~~2000~~  
CASEY GWINN, City Attorney

By   
Deputy City Attorney

|                                                                                     |            |                                   |
|-------------------------------------------------------------------------------------|------------|-----------------------------------|
| PREPARED BY<br><i>G. PATTENBILL</i>                                                 | CHECKED BY | DATE<br><i>1-26-81</i>            |
| SUBJECT<br><i>MONTGOMERY FIELD, SAN DIEGO, CAL<br/>RUNWAY 10L VASI-4 LEASE PLOT</i> |            | FILE NO.<br><i>00723</i>          |
|                                                                                     |            | SHEET <i>1</i> OF <i>2</i> SHEETS |

## CALCULATION SHEET



## Exhibit 1 continued

|                                                                                      |            |                                   |
|--------------------------------------------------------------------------------------|------------|-----------------------------------|
| PREPARED BY<br><i>C. PETENHILL</i>                                                   | CHECKED BY | DATE<br><i>1-28-81</i>            |
| SUBJECT<br><i>MONTGOMERY FIELD, SAN DIEGO, CAL<br/>RUNWAY 10L VASI-4 POWER LEASE</i> |            | FILE NO.<br><i>00723</i>          |
|                                                                                      |            | SHEET <i>2</i> OF <i>2</i> SHEETS |

FAA Form 6000-4 (4-73) FORMERLY FAA FORM 2067

## CALCULATION SHEET

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,

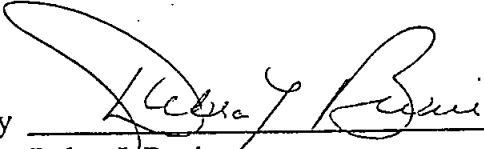
BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized to execute, for and on behalf of City, two lease agreements with the FAA, which will allow the FAA to continue maintaining and operating navigational equipment that is an integral part of the Instrument Landing 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, MAIENSCHN, 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

# REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER: READ#22

TO: **CITY ATTORNEY**

2. FROM: (Originating Department)

**REAL ESTATE ASSETS DEPARTMENT**

3. DATE  
**March 19, 2001**

4. SUBJECT:

**TWO LEASES WITH FAA AT MONTGOMERY FIELD**

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

**T. Means/D. Drake**

**MS 14**

6. TELEPHONE NO.

**858/573-1433**

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

8.

## COMPLETE FOR ACCOUNTING PURPOSES

FUND

DEPT

ORGANIZATI

OBJECT

JOB ORDER

C.I.P. NO.

AMOUNT

9. ADDITIONAL INFORMATION / ESTIMATED COST:)

Cost: None

Job: 252163 & 252164

cc: Dept. Docket Clerk

Thomas Guide Page: 1249 D&E 3

10.

## ROUTING AND APPROVALS

| ROUTE | APPROVING AUTHORITY      | APPROVAL SIGNATURE | DATE SIGNED | ROUTE (#) | APPROVING AUTHORITY    | APPROVAL SIGNATURE                                                    | DATE SIGNED                               |
|-------|--------------------------|--------------------|-------------|-----------|------------------------|-----------------------------------------------------------------------|-------------------------------------------|
| X     | Department Director      | <i>[Signature]</i> | 3/21/01     | X         | CITY MANAGER           | <i>[Signature]</i>                                                    | 4-4-01                                    |
| X     | Deputy Director/Airports | <i>[Signature]</i> | 3/15/01     |           | AUDITOR                |                                                                       |                                           |
| X     | P&DR/EAS                 | <i>[Signature]</i> | 3/20/01     | X         | CITY ATTORNEY          | <i>[Signature]</i>                                                    | 4/16/01                                   |
| X     | EOCP/MEMO 6-3-96         |                    |             | X         | ORIGINATING DEPARTMENT | <i>[Signature]</i>                                                    | 4/16/01                                   |
| X     | Financial Mgmt.          | <i>[Signature]</i> | 4.3.2001    |           | MGR. DOCKET COORD.     |                                                                       | COUNCIL REP.                              |
|       |                          |                    |             | ✓         | RULES COMMITTEE        | <input type="checkbox"/> CONSENT<br><input type="checkbox"/> Refer to | <input type="checkbox"/> ADOPTION<br>Date |

11. PREPARATION OF:

☒ RESOLUTION(S)

☐ ORDINANCES(S)

☐ AGREEMENT(S)

☐ DEED(S)

Authorize the City Manager to execute the two lease agreements with FAA.

11a. MANAGER'S RECOMMENDATION:

Adopt the resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COUNCIL DISTRICT: 6

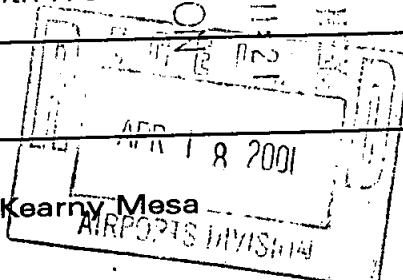
COMMUNITY AREA: **Kearny Mesa**

ACTION REQUESTED BY: Real Estate Assets Department Director

DESCRIPTIVE LOCATION: Portions of Montgomery Field Airport

ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301, Class 1, Existing Facilities of the State of California Guidelines.

HANDLING: **DO NOT RECORD**. Return documents to Real Estate Assets Department/Airport, Attention: Diana Drake, M.S. 14, for further handling.



# DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE

March 19, 2001

SUBJECT

TWO LEASES WITH FAA AT MONTGOMERY FIELD

**BACKGROUND:**

These two leases will replace the existing leases the City has with the United States of America (FAA) that expire on September 30, 2001. The leases authorize FAA to operate and maintain its visual approach slope indicators (VASI) as part of its navigational equipment located on a portion of City-owned Montgomery Field Airport (MYF). VASI's provides a visual aid for pilots landing at the Airport.

**DISCUSSION:** Approval of the two leases will allow FAA to continue maintaining and operating its VASI navigational equipment at MYF. These are nonrevenue, one-year leases, commencing on October 2001 with annual renewals, at FAA's option, for a maximum term not to exceed September 30, 2021.

(1) **VASI RUNWAY 28:** At Montgomery Field Airport.

(2) **VASI, RUNWAY 10L:** At Montgomery Field Airport.

These two leases authorize FAA to ingress and egress the leased premises to maintain its VASI equipment.

**FISCAL IMPACT:** These are nonrevenue producing leases. FAA's consideration to City is FAA's cost of maintaining the premise and VASI equipment, which is estimated to exceed the nominal rental value of the leased premise.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/Author Initials)

HERRING:Griffith:DLD

Job: 252163 & 252164

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**

PROJECT: <sup>Renewal/Leases</sup> Existing Navigational (VASI), MYF  
( ) CIP  
(X) LESSEE FAA

1. PROJECT DESCRIPTION INCLUDING PROPOSED FUNCTION attach plot plan:

Locations for VASI equipment, MYF

2. MASTER PLAN LAND USE DESIGNATION attach master plan:

Aircraft Operating Area

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

3. JUSTIFICATION OF CONFORMANCE FINDING

CEQA Section 15301. Class I,  
Existing Facilities of the State of  
California guidelines

(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).

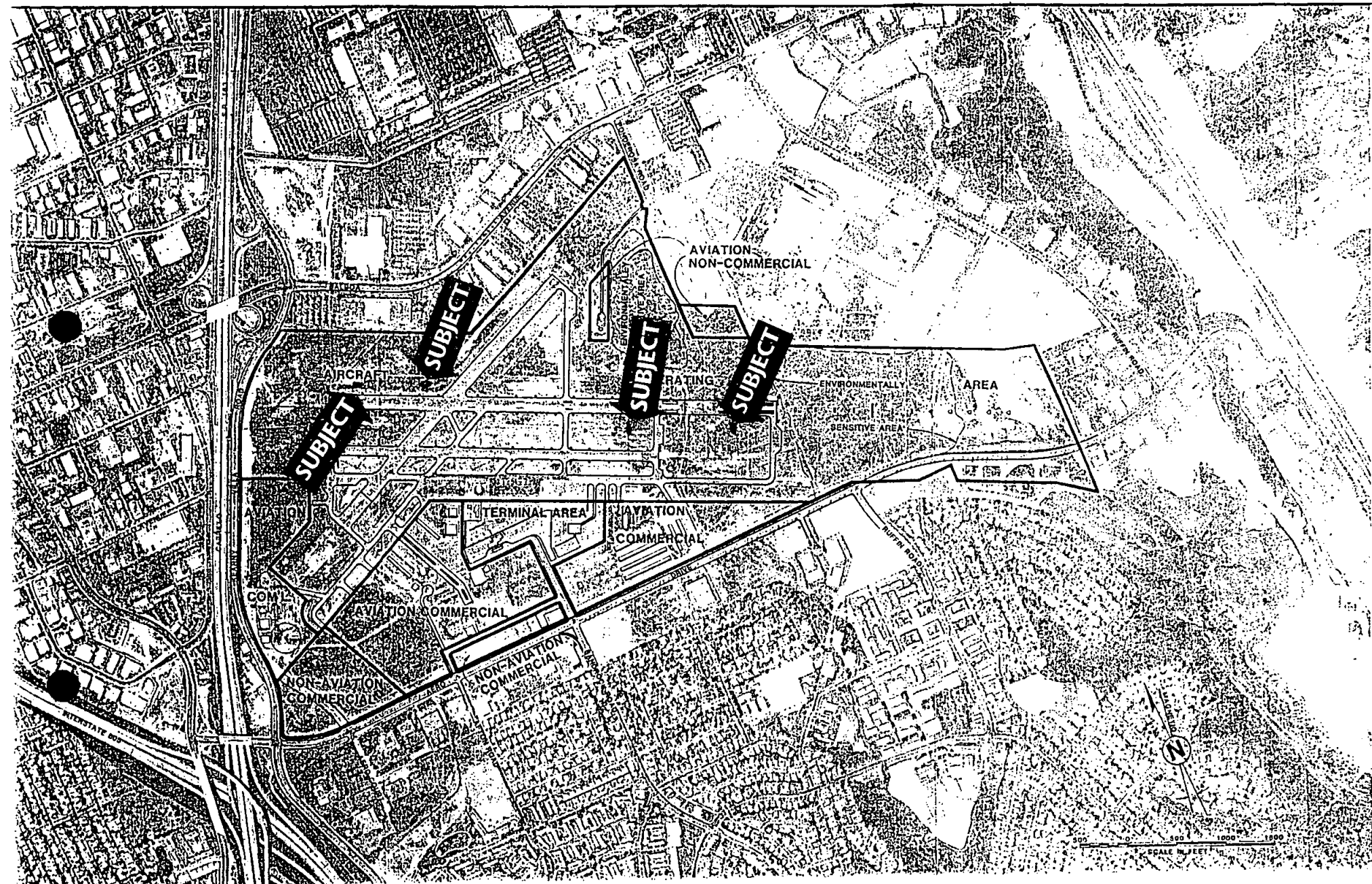
( ) The \_\_\_\_\_ project does not conform to the existing \_\_\_\_\_ Field Master Plan. A Master Plan amendment will be required before the project can be approved by the City.

Garry S. Means 3-6-01  
Deputy Director, Airports Division Date

**CONCURRENCE**

[Signature] SRENN PLANNER 3/12/01  
Deputy Director, DEP EAS Date

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



FAA's VASI's - MYF  
(Existing Equipment)