

FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation

Lease No.: DTFA08-02-L-21529
Facility: Automated Surface Observing System
(ASOS)-, Montgomery Field
San Diego, CA

LEASE

Between

CITY OF SAN DIEGO

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 25th day of March in the year 2002
by and between

whose address is:

3750 John J. Montgomery Drive
San Diego, CA 92123

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 attached Property Lease Legal Description

(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, 2002.
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 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. HOLDOVER

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month to month basis. This period shall continue until the Government has signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

10. 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.

11. 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.

12. 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.

13. 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.

14. SPECIAL STIPULATIONS FOR THE INSTALLATION AND OPERATION OF AUTOMATED WEATHER OBSERVING SYSTEM (ASOS) UNDER THE TERM OF THE LEASE.

- 14.1. Lessor shall maintain vegetation to less than 10 inches in height within 100 feet of the FAA's ASOS (site(s)).
- 14.2. Lessor shall notify FAA's airport operation maintenance office when construction or agricultural activity (tilling, mowing, harvesting, etc.) is scheduled or occurs that produces abnormal amounts of dust at the FAA's ASOS sensor equipment site(s).
- 14.3. Lessor shall not construct, adjacent to FAA's ASOS sensor (s) site, major paved surfaces, irrigated or drainage areas, or test/run-up facility that may significantly alter temperature, humidity, or wind measurement.
- 14.4. Lessor shall not create topographical surface changes (excavation or mounding) within 500 feet of ASOS sensor(s). Smooth and gradual surface changes are essential to representative wind measurement.
- 14.5. Lessor shall keep trees within a 1000' radius of the FAA's ASOS sensor site(s) and on airport property trimmed and thinned so that growth does not progressively degrade the representativeness of wind measurements from the baseline conditions that existed upon installation.
- 14.6. Lessor agrees to plan airport developments so new buildings and construction:
 - 14.6.1. Do not degrade wind speed/direction or temperature/humidity measurements.
 - 14.6.2. Do not block or electronically interfere with the UHF data-link line-of-sight between ASOS sensor site(s) and FAA's ASOS ACU processor located in ATCT.
 - 14.6.3. Do not interrupt or endanger the steady supply of electrical power to the FAA ASOS sensor (site(s) and ASOS processor located in the ATCT.
 - 14.6.4. Or so that acceptable alternative measures are jointly agreed to by the Lessor and the FAA before potentially disruptive construction or development is undertaken.
- 14.7. The Lessor shall provide for the power access to the FAA ASOS and associated electrical equipment and cables to the FAA ASOS equipment.

15. 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.

16. 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
 Airport Division
 3750 John J. Montgomery Drive
 San Diego, CA 92123

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

17. The following are attached and made a part hereof:

Property Lease Legal Description
Site Civil Layout Plan at Rwy 28R

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

This lease supersedes Lease obtained by the Department of Commerce, which expires by limitation on November 31, 2008

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

LESSOR

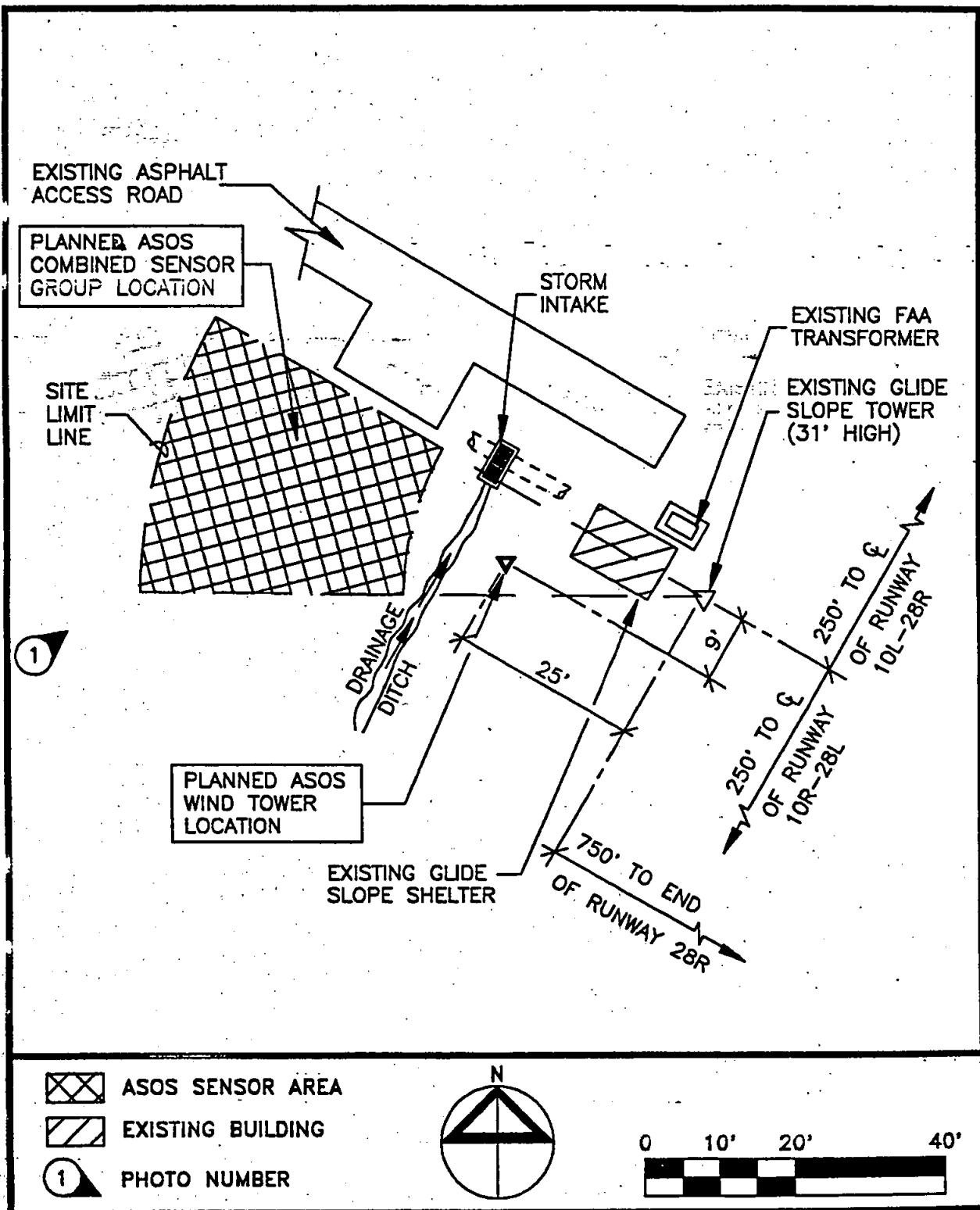
Tracy D. Means
(Signature)

Airports Director
(Official Title)

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

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

Date: 3/25/02



SITE CIVIL LAYOUT PLAN AT RUNWAY 28R

SCALE: 1"=20'