MEMORANDUM OF AGREEMENT

DTFAWN-12-L-00176

SAN DIEGO, CA 92123

This agreement is made and entered into by the City of San Diego / Montgomery Field Airport, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Montgomery Field Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS:

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 05/01/2012 and continuing through 09/30/2032. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Montgomery Field Airport , to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to pre-approve work done on environmentally sensitive lands and to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to pre-approve work done on environmentally sensitive lands and to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE :

It is understood and agreed that the use of the herein described premises, known as the FAA facilities identified on the Montgomery Field Airport MOA, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION:

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises where such remediation is deemed by competent governmental authority to be necessary for the unhindered, safe, healthy and sanitary use of the premises by the FAA. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located

upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT: MONTGOMERY FIELD AIRPORT

CITY OF SAN DIEGO

C/O AIRPORT MANAGER

3750 JOHN MONTGOMERY

SAN DIEGO, CA 92123

FEDERAL AVIATION ADMINISTRATION:

C/O ANM53-PAM BOYER

1601 LIND AVE SW

RENTON, WA 98057

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease numbers **FA64WE-1123 -DTFA08-97-L-17490- DTFA08-97-L-17493- DTFA08-97-L-17491- DTFA08-01-L-21015 - DTFAWP-04-L-23024 - DTFA08-99-L-19206 –DTFA08-01-L-21016 and DTFA08-02-L-21529** which are hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site http://fast.faa.gov/ and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF SAN DIEGO

By: _____

Title: Deputy Director, Airports

Date: 13 August 2012

UNITED STATES OF AMERICA,

FEDERAL AVIATION ADMINISTRATION

By: _____

Title: Contracting Officer

Date: 8.20.2012

Dated: 08/08/2012

List of Facilities

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MONTGOMERY FIELD AIRPORT

NUMBER	ATID	FACILITY	RUNWAY	GSA NUMBER	COMMENTS
1	MYF	ASOS		80032	
2	MYF	ATCT		06742	
3	MYF	DME			COLLOCATED W/LOC
4	MYF	GS		06748	
5	MYF	LOC		06757	COLLOCATED W/DME
6	MYF	MALSR		06765	
7	MYF	RCO		80283	
8	MYF	REIL	28L	06746	
9	MYF	RTR		06737	
10	MYF	SAWS		80106	
11	MYF	VASI	28R	06669	
12	MYF	WEF		80284	DECOMMISSIONED PENDING REMOVAL
13	MYFA	VASI	10L	06651	
14	MYFG	NASEB		80285	SUPPORTS THE GS
15	MYFL	NASEB		80286	SUPPORTS THE LOC
16	MYFR	NASEB		80287	SUPPORTS THE RTR