



U.S. Department
of Transportation
**Federal Aviation
Administration**

Lease No.: DTFA08-85-L-11256
ATCT
Salinas, CA

LEASE

between

THE CITY OF SALINAS, A MUNICIPAL CORPORATION

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this 15th day of August
in the year one thousand nine hundred and eighty-five
by and between The City of Salinas, a Municipal Corporation

whose address is 30 Mortensen Avenue
Salinas, CA 93905

for itself and its ~~successors and assigns~~ successors, and assigns,
hereinafter called the 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. For the term beginning July 1, 1985 and ending September 30, 1985 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

A plot of land 200' X 170' located on the Salinas Municipal Airport in Monterey County, and more particularly described as follows:

From a one inch iron pipe (I.P.) marking the Northeast property corner of the Salinas Elks Hall Association with a description of said property contained in Book 1300, Page 143, dated May 2, 1951, in the Monterey County Courthouse, proceed S 55° 33' 02" E 3579.52 feet to a 3/4" I.P. to the true point of beginning; thence N 31° 30' 10" E 170.0 feet; thence S 58° 29' 50" E 200.0 feet, thence S 31° 30' 10" W 170.0 feet; thence N 58° 29' 50" W 200.0 feet to the point of beginning, containing 0.79 acres more or less. All the above described real property is situated in Rancho El Alisal, Monterey County, California, All bearings are true.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and 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 by metes and bounds, 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 air navigation and telecommunications 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.

[illegible]

3. The Government shall pay the Lessor rental for the premises in the amount of 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, ~~for the term set forth in Article 1 above, and without cost~~ operation and maintenance of the facilities for the term set forth in Article 1 above, and without cost

each annual renewal exercised by the Government hereafter. ~~XXXXXXXXXXXXXXXXXXXX~~^{XX} for
~~XXXXXXXXXXXXXXXXXXXX~~

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 90 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least 60 days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

City of Salinas

To the Lessor: 30 Mortensen Avenue
Salinas, CA 93905

To the Government: DOT/Federal Aviation Administration
Real Estate & Utilities Branch, AWP-56

P.O. Box 92007, WPC, Los Angeles, CA 90009

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

a. Irrelevant wording in the first paragraph and in Articles 2, 3, 4 and 5 was deleted and Articles 10a thru 10g were added all prior to execution of this agreement.

b. Attachment 1, Operation Agreement for Airport Traffic Control Tower shall be independently executed and made part of this lease.

c. The Lessor agrees not to erect or to allow to be erected on adjacent property of the Lessor, any structure or obstruction that will interfere with the proper operation of the Airport Traffic Control Tower.

d. The airport owner agrees that any relocation, replacement, or modification of the Air Traffic Control Tower constructed on land covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes which impair or interrupt the technical and/or operational characteristics of the facilities, will be at the expense of the airport owner; except, when such improvements or changes are made at the specific request of the Government.

In the event such relocations or modifications are necessitated due to causes not attributable to either the airport owner or the Government, funding responsibility shall be determined by the Government.

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

CITY OF SALINAS, A MUNICIPAL CORPORATION

As the holder of a mortgage, dated _____

_____, recorded in volume _____

_____, pages _____,
against the above-described premises, the undersigned
hereby consents to the foregoing lease and agrees
that, if while the lease is in force the mortgage is
foreclosed, the foreclosure shall not void the lease.

(Mortgagee)

Am. Salinas (Lessor)

(Lessor)

(Lessor)

(Lessor)

(Lessor)

DOT/Federal Aviation Administration

THE UNITED STATES OF AMERICA

By Michael J. Spitt
MICHAEL J. SPITT

Title Contracting Officer

Date: Aug 15, 1985

e. The Lessor agrees that Federal Aviation Administration designated underground duct, as shown on the Airport Master Plan, will be reserved for the exclusive use of the Government.

f. The Lessor will not authorize or allow permanent structures, electrical equipment or radio transmitters, which would cause electromagnetic interference with the Federal Aviation Administration equipment to be constructed on Salinas County Metropolitan Airport property within one thousand feet (1000') radius from the center of ATCT structure.

g. Upon termination of the lease no restoration will be required by the Lessor. However, the Government reserves the right to remove such Government material for which they have further use.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER
(Constructed by the Government)

I. THIS AGREEMENT is to be attached to and made part of Lease No. DTFA08-85-L-11256 between the United States of America acting by and through the Federal Aviation Administration, hereinafter called Government, and the City of Salinas operating its airport known as Salinas Municipal Airport located in Salinas, California, hereinafter known as Lessor, and this said Agreement shall be executed by the parties hereto independently of said lease to which it is a part.

II. WHEREAS, An Airport Traffic Control Tower has been erected on the leased plot by and at the expense of the Government; and

III. WHEREAS, It is in the public interest that the said Airport Traffic Control Tower on the above airport be operated by the Government, subject to the availability of funds therefor, in accordance with standards established by the Government;

IV. NOW, THEREFORE, The Lessor agrees to the following conditions:

1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designated to be directly or remotely controlled from the Air Traffic Control Tower shall be operationally under the control of the Government's Air Traffic Controllers, and the Lessor shall be responsible for the proper and continued functioning of any locally-installed lights or other device placed under the Government's control.

2. The Lessor shall be responsible for the proper and continuing functioning of all equipment and devices which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under control of the Government.

3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days

prior to the commencement date and said approved schedules shall be submitted for approval no less than thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard.

5. The Lessor, upon request from the Government, agrees to provide two-way ground control communication in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.

6. The Lessor, agrees to pay (and the Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvements or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

Dated this, the 23rd day of July, 1985.

CITY OF SALINAS

Lessor: _____

By: James B. Barnes

Title: Mayor

The United States of America
Federal Aviation Administration

By: Michael J. Spitt

Title: Contracting Officer