



Exhibit A

# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • (310) 570-6383

**C-12**  
~~X~~

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May 17, 1994

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

**SUBJECT: Lease No. DTFA08-94-L-14414 Between the Department of Transportation, Federal Aviation Administration, and the City of Long Beach for the Original Radio Transmission and Receiver Building Site**

It is recommended that the City Council authorize the City Manager to execute a lease between the City of Long Beach and the Department of Transportation, Federal Aviation Administration, for their former radio transmission and receiver building site.

**BACKGROUND**

Since December 1, 1974, the Federal Aviation Administration (FAA) of the U.S. Department of Transportation has leased land at the northwest corner of the Airport for a radio transmission and receiver facility. The FAA built a cinderblock building on the property to house generator and radio equipment.

In the early 1980's, the equipment was relocated to the FAA radar site (antenna farm) on the southwest corner of Lakewood Boulevard and Spring Street. Use of the building by the FAA is still necessary for storage.

Since the original lease on the property has expired, the FAA wishes to enter into a new agreement to continue utilizing the site. The FAA's occupancy of this area does not negatively impact any current or anticipated Airport uses. There is no rent involved, pursuant to standard FAA grant conditions requiring "no fee" use of property for purposes of aeronautical support. The term is for one year with automatic renewals until September 30, 2005.

The attached lease has been reviewed by Deputy City Attorney Roger P. Freeman for approval as to form.

AIRPORT BUREAU  
4100 DONALD DOUGLAS DR.  
90808 (310) 421-8293  
FAX (310) 496-4981

ENERGY RECOVERY  
BUREAU  
120 HENRY FORD AVE.  
90802 (310) 495-2666  
FAX (310) 436-6940

BUREAU  
BLVD.  
70-6383  
1-2260

INTEGRATED RESOURCES  
BUREAU  
2929 EAST WILLOW ST.  
90806 (310) 570-2850  
FAX (310) 570-2861

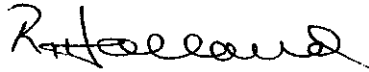
PUBLIC SERVICE BUREAU  
1601 SAN FRANCISCO AVE.  
90813 (310) 432-8904  
FAX (310) 436-1042

HONORABLE MAYOR AND CITY COUNCIL  
May 17, 1994  
Page 2

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute Lease No. DTFA08-94-L-14414 between the City of Long Beach and the Department of Transportation, Federal Aviation Administration, for their former radio transmission and receiver building site.

Respectfully submitted,

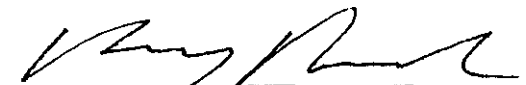



RAYMOND T. HOLLAND  
DIRECTOR OF PUBLIC WORKS

RTH:PGF:jr  
a:dot.cou

Attachment:1

APPROVED:

  
JAMES C. HANKLA  
CITY MANAGER 

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
REAL ESTATE AND UTILITIES BRANCH, AWP-56  
P. O. BOX 92007, WORLDWAY POSTAL CENTER  
LOS ANGELES, CALIFORNIA 90009-2007**

**LEASE NO: DTFA08-94-L-14414  
LONG BEACH RTR  
LONG BEACH MUNICIPAL AIRPORT  
LONG BEACH, CALIFORNIA**

**LEASE**

between

**CITY OF LONG BEACH**

and

**THE UNITED STATES OF AMERICA**

This lease, made and entered into this            day of  
in the year one-thousand nine-hundred and ninety three by and between **CITY OF LONG  
BEACH**, whose address is: **4100 DONALD DOUGLAS DRIVE  
LONG BEACH, CALIFORNIA 90808**

or itself and its 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 October 1, 1994 and ending September 30, 1995, the Lessor, hereby leases to the Government the following described real property, hereinafter called the premises, viz:

See Page 2 for Site Description  
See Attachment "Exhibit A"

LEGAL DESCRIPTION

PAGE 2 of 8

LEASE: DTFA08-94-L-14414

LONG BEACH RTR

LONG BEACH MUNICIPAL AIRPORT

LONG BEACH, CALIFORNIA

El Toro R.R. Site Long Beach  
LONG BEACH

From the Southwest corner of Lot 44, Tract 8084, as recorded in Map Book 171, pages 24-30, of the Long Beach, California, City Records, Go N 29° 41' 36" E 224.2' to the Point-of-Beginning, thence N 44° 37' 01" E 80.0', thence N 45° 22' 59" W 55.0', thence S 44° 37' 01" W 80.0', thence S 45° 22' 59" E 55.0' to the Point-of-Beginning. Containing 0.1 acre more or less, located in Section 17, T4S, R12W, S.B.B.M.

Bearings were established from the South line of Lot 44, Tract 8084.

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.

2. 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 sixty (60) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 30, 2004.

3. The Government shall pay the Lessor no monetary consideration in the form of rental for the land, 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 for the term set forth in Article 1 above, and without cost each annual renewal exercised by the Government hereafter.

Page 4 of 8

Lease No: DTFAO8-94-L-14414

LONG BEACH RTR

LONG BEACH MUNICIPAL AIRPORT

LONG BEACH, CALIFORNIA

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 60 days notice in writing to the Lessor, and no rental shall accrue after the effective date of the 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 nature 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 purpose 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 claim 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 of 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:

To The Lessor:

**CITY OF LONG BEACH  
LONG BEACH MUNICIPAL AIRPORT  
LONG BEACH, CALIFORNIA 90808**

To The Government:

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
REAL ESTATE AND UTILITIES BRANCH, AWP-56B  
P.O. BOX 92007, WORLDWAY POSTAL CENTER  
LOS ANGELES, CALIFORNIA 90009-2007**

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. The airport owner agrees that any relocation, replacement, or modification of the LONG BEACH RTR FACILITY or components thereof 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 characteristic 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 reallocations 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.

b. 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 Blythe Flight Services Station facility. 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 LONG BEACH RTR facility.

c. The Government shall have the right to make such improvements set forth in Articles 1a, 1b, and 1c herein, provided that written approval therefore has first been obtained from the Lessor.

d. The Government shall not assign this lease or sublet any portion of the premises without first obtaining written approval from the Lessor.

e. It is understood that all persons hired or engaged by the Government in connection with this lease are considered to be employees or agents of the Government and not of the Lessor.

f. "With regard to any liability which may arise from the use and/or the operation of its facility, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents, servants, and/or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents, servants, and/or employees."

Page 8 of 8  
Lease No: DTFAO8-94-L-14414  
LONG BEACH RTR  
LONG MUNICIPAL AIRPORT  
LONG BEACH, CALIFORNIA

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

**CITY OF LONG BEACH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

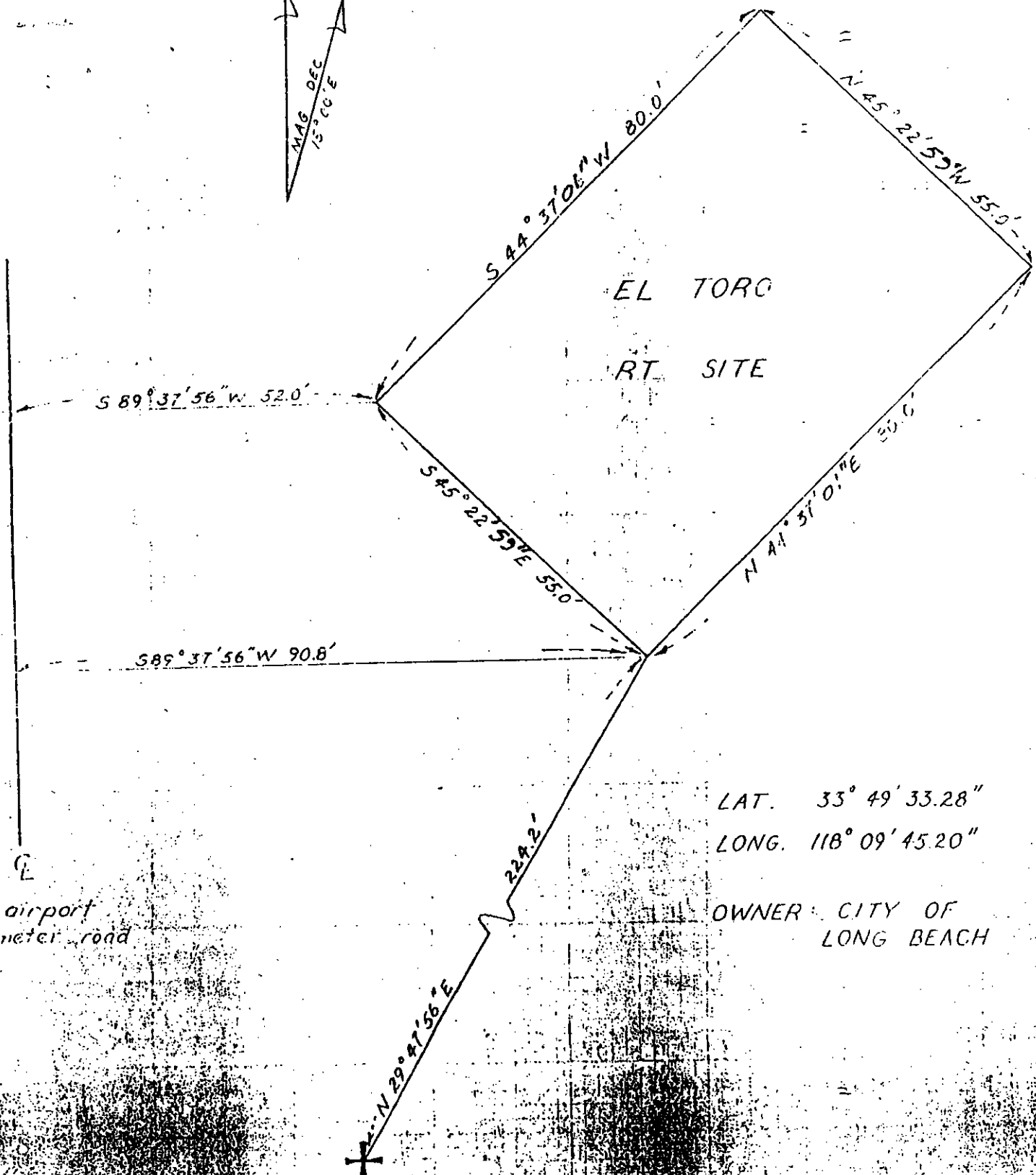
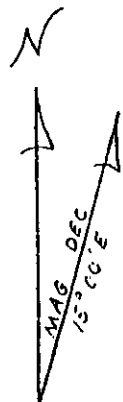
Date: \_\_\_\_\_

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

By: Barbara Moreau

Title: Contracting Officer

Date: APR 5 1994



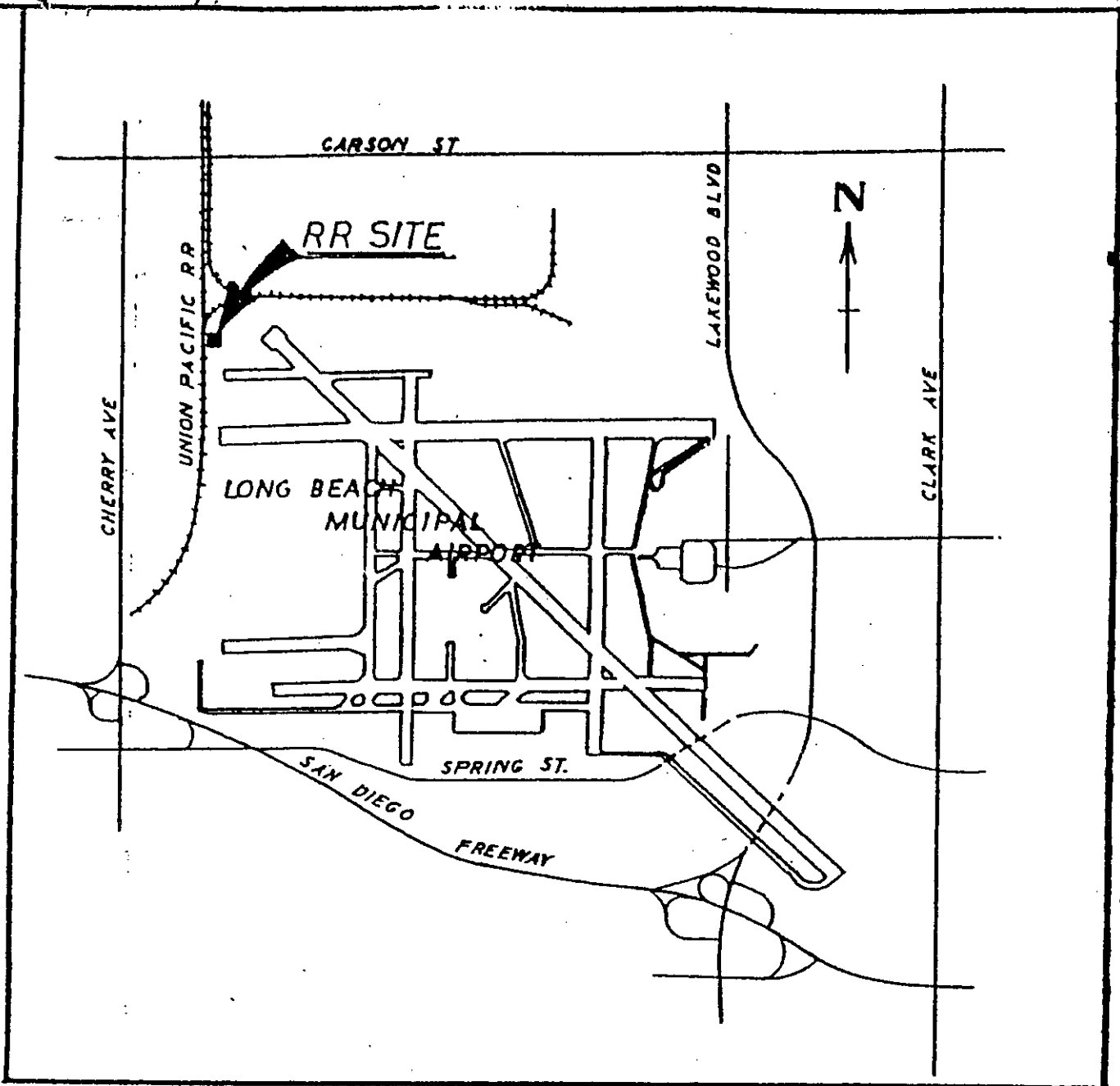
EL TORO  
RT SITE

LAT. 33° 49' 33.28"  
LONG. 118° 09' 45.20"

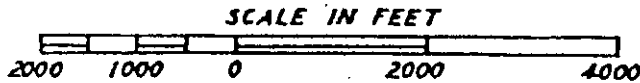
OWNER: CITY OF  
LONG BEACH

airport  
meter road

California Coordinates  
N 48,818.254  
E 38,386.816



VICINITY MAP



GENERAL NOTES

Owner ----- City of Long Beach  
 Location ----- Long Beach Municipal Airport  
 Latitude ----- 33° 49' 49" N  
 Longitude ----- 118° 09' 45" W  
 Elevation ----- 65.0' MSL  
 Area ----- 0.144 Acres