

FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation

Lease No.: DTFAWP-03-1-22537
Facility: Remote Receiver (RR)
Long Beach Airport
Long Beach, CA

30563

ON-AIRPORT LEASE

Between

CITY OF LONG BEACH

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 22ND day of JULY in the year 2005
by and between CITY OF LONG BEACH

whose address is:

333 W. OCEAN BOULEVARD
LONG BEACH, CALIFORNIA 90802

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 Legal Description On Page 1A.

LEGAL DESCRIPTION

Long Beach Airport
Remote Receiver (RR)

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.BB.M.

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

(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. *(10/96)*

2. TERM

To have and to hold said premises with their appurtenances for the term beginning October 1, 2004 through September 30, 2024, inclusive; The Government may terminate this lease, in whole or in part, at any time, by giving thirty (30) days notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. *(10/96)*

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. *(10/96)*

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. *(10/96)*

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. (10/96)

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. (10/96)

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 Long Beach RR 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 RR facility. (05/00)

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. (10/96)

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. (10/96)

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. (10/96)

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. (10/96)

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. (10/96)

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. (10/96)

14. 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. (10/96)

15. 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) (10/96):

TO LESSOR: City of Long Beach
 333 W. Ocean Boulevard
 Long Beach, California 90802

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

16. The following are attached and made a part hereof:
 Page 1A, Legal Description
 Exhibit A, Remote Receiver Plot Plan

17. The following changes were made in this lease prior to its execution: None

This lease supersedes Lease No. DTFA08-94-L-14414, which expires by limitation on September 30, 2004.

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

LESSOR

CITY OF LONG BEACH, a municipal corporation

[Handwritten Signature]
(Signature)

City Manager
(Official Title)

6.17.05
Date

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

APPROVED AS TO FORM

3/1/2005 By:

ROBERT E. SHANNON, City Attorney

[Handwritten Signature]

DEPUTY CITY ATTORNEY

Jamika Crawford
Contracting Officer, Real Estate &
Utilities Team, AWP-54B

Date: 7/22/2005

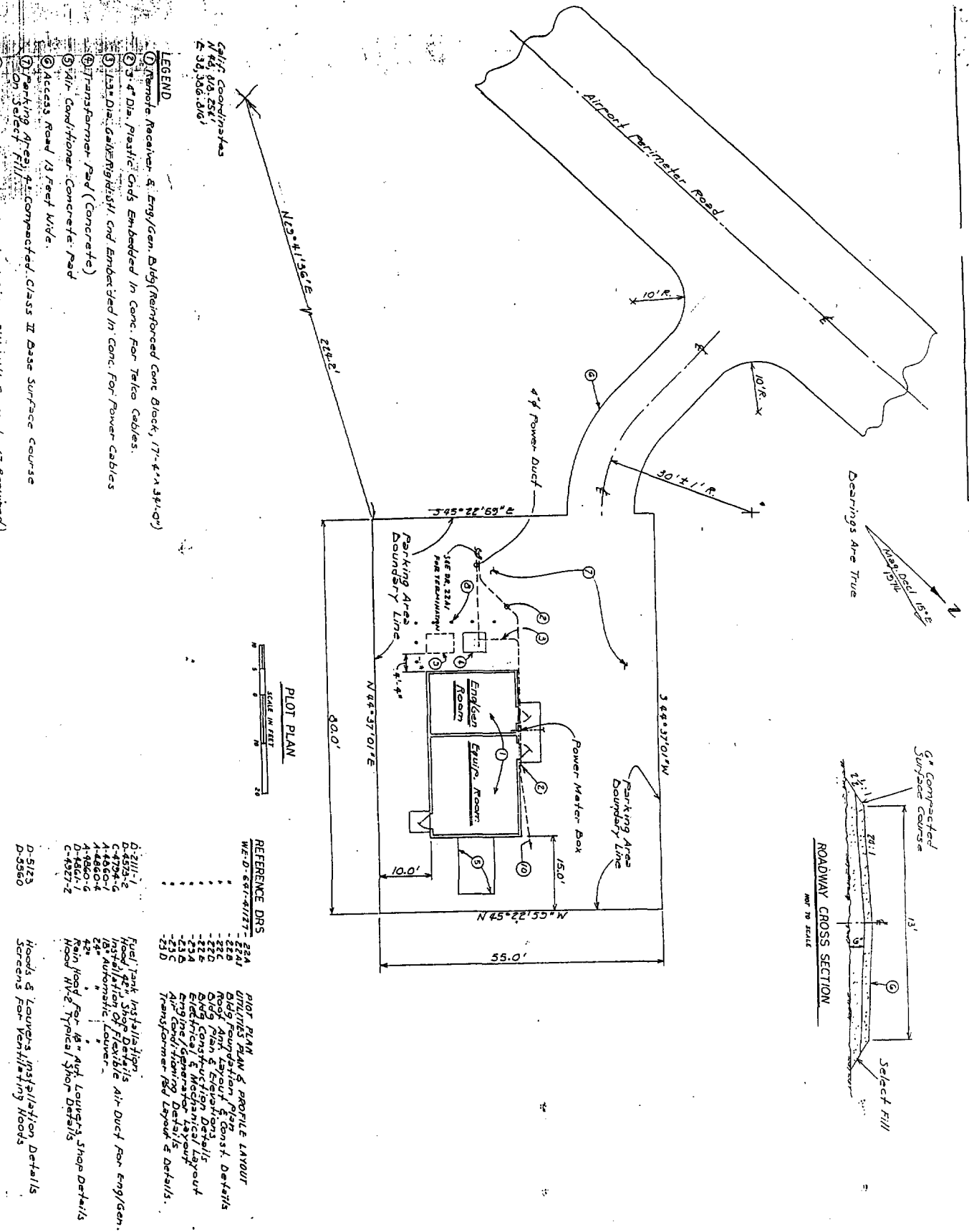


EXHIBIT A

REFERENCE DRS

D-3111	Fuel Tank Installation
D-4873	18" Automatic Louver
C-4794	Installation of Flexible Air Duct For Eng/Gen.
A-4660-1	18" Automatic Louver
A-4660-2	18" Automatic Louver
A-4660-3	18" Automatic Louver
C-4927-2	Wood Work For 18" and Louvers Shop Details
D-5123	Wood & Louver Installation Details
D-3560	Screens for Ventilating Woods

GENERAL NOTES

Owner: City of Long Beach
 Location: Long Beach Municipal Airport
 Latitude: 33°43'42" N
 Longitude: 118°0'42" W
 Elevation: 108.0 MSL
 Area: 0.84 Acres

VICINITY MAP

SCALE IN FEET: 0, 100, 200, 400

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
1	10/1/74	AS SHOWN	[Signature]	[Signature]	[Signature]
2	10/1/74	DRWING MADE RECORD DRAWING	[Signature]	[Signature]	[Signature]

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 WESTERN REGION - LOS ANGELES, CALIF.

E. LONGBEACH & CALIFORNIA
 ATCF/TBACON
 REMOTE RECEIVER SITE
 PLOT PLAN

APPROVED BY: [Signature]
DATE: 10-1-74
DRAWN BY: D-641-4127-22A