

Succedo DTPA08-84-L-10827

FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation

OCT 04 2004

Lease No.: DTA08-03-L-22502
Facility: Douglas, Arizona
VORTAC

LEASE

Between

County of Cochise

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 21 day of Sept in the year 2004
by and between **County of Cochise**

whose address is:

Facilities Management
1415 Melody Lane Bldg C
Bisbee, Arizona 85603

for itself and its administrators, 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.:

Please see legal description, page 1A.

Lease No.: DTFA08-03-L-22502

Lease Plot
Legal Description
Douglas VORTAC

A parcel of land 120.0 feet x 100.0 feet located in the NW ¼ of the SE ¼ of Section 33, Township 22 South, Range 27 East, Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

From a rock marking that corner common to Sections 34 and 35, T22S, R27E, and Sections 2 and 3, T23S, R27E, proceed N 72° 27' 23" W a distance of 7,505.56 feet to ½" diameter steel pin marking the True Point of Beginning; said Point of Beginning being further described as being located 467.0 feet South of the center line of Runway 8L/26R and 789.3 East of Runway 17R/35L; thence proceed South (0°00') a distance of 100.0 feet to a ½" diameter steel; thence West (0°00') a distance of 120.0 feet to a ½" diameter steel pin; then North (0°00') a distance of 100.0 feet to a ½" diameter steel pin; then East (0°00') a distance of 120.0 feet to the True Point of Beginning, containing 0.27 acres, more or less. (Above described land being part of the same land as described in a Quitclaim Deed from the United States of America, War Assets Administration, to the county of Cochise, Arizona, dated May 13, 1944, and recorded May 23, 1944, at 9:00 a.m. in Docket 25, Pages 540 through 559, County Records of Cochise County, Arizona, to which instrument and its record reference is here made for all purposes.)

Antenna
Legal Description

The location of the antenna center is as follows: From a rock marking that corner common to Sections 34 and 35, T22S, R27E, and Sections 2 and 3, T23S, R27E, proceed N 72° 37' 23" W a distance of 7505.56 feet to a ½" diameter steel pin marking the True Point of Beginning of the leased property; thence South (0°00') a distance of 33 feet; thence West (0°00') a distance of 33.0 feet to a point known as the antenna center.

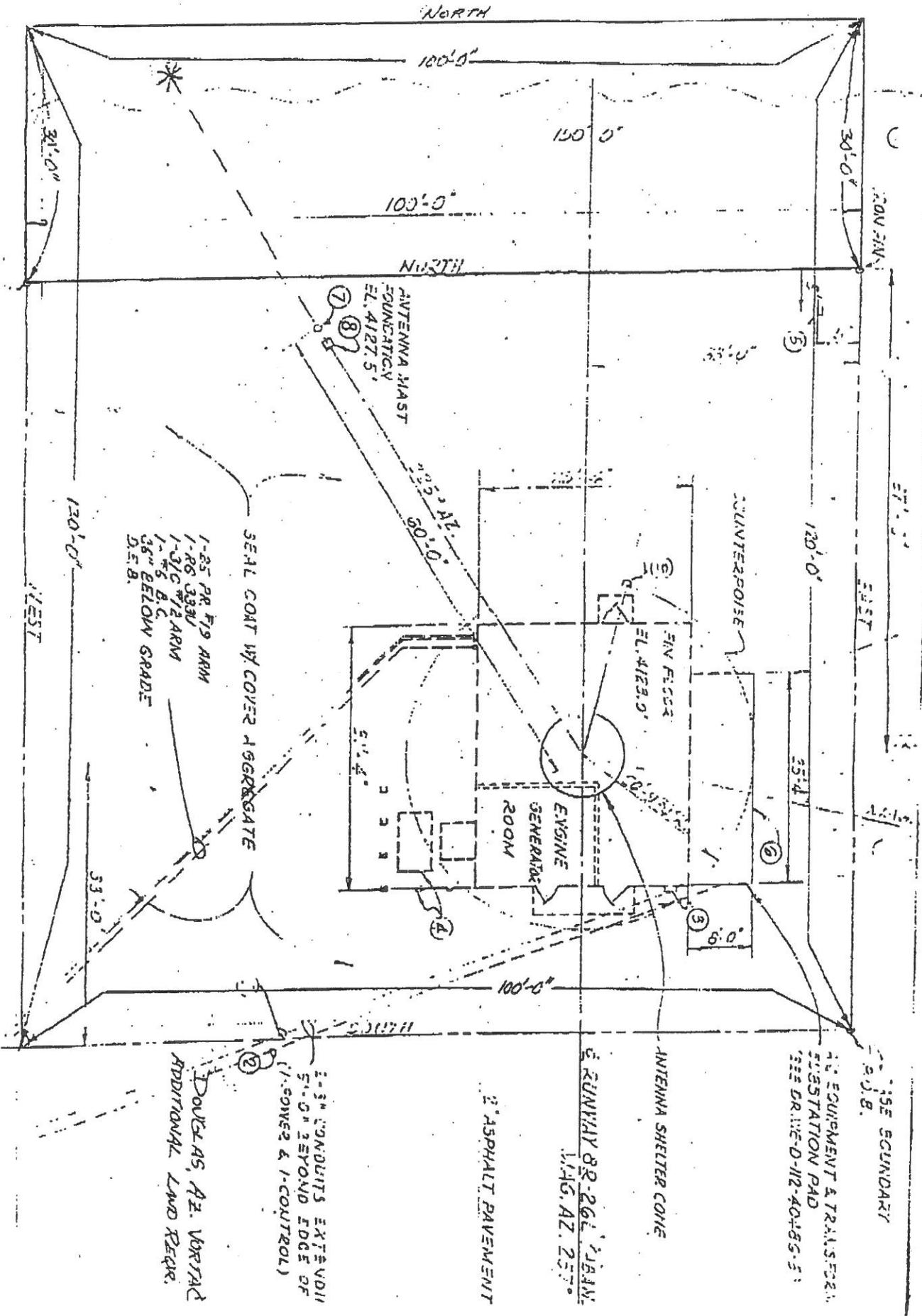
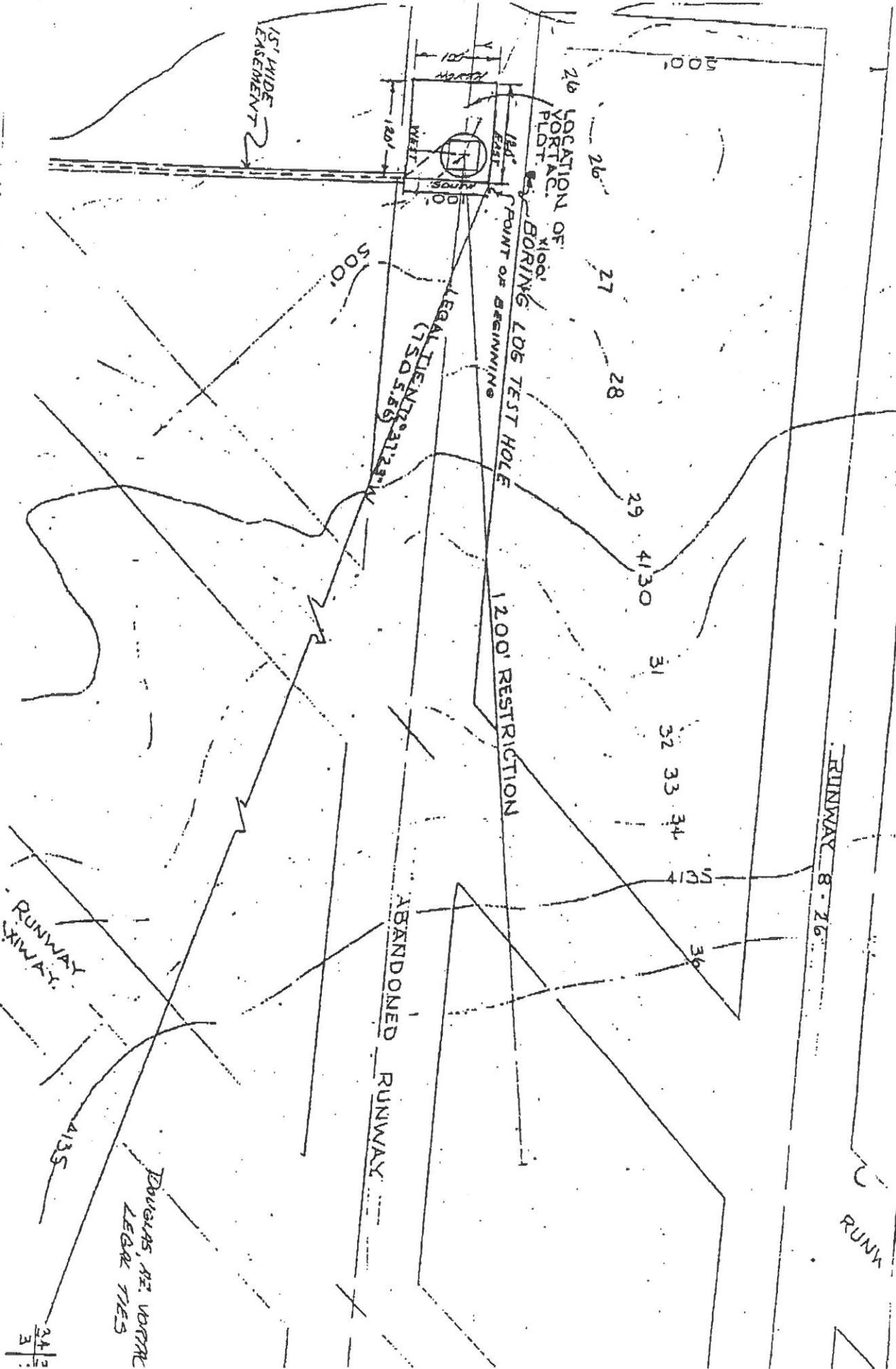


Exhibit "A"

24 1/2
3

DOUGLAS, AZ. WORK
LEGAL TIES

Exhibit "B"



(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.

(d) The Lessor hereby agrees, as protection to proper operation of the VORTAC facility by the United States of America, to prohibit and refrain from the erection of any structure, buildings, tower, metallic fences, pole or pole lines, or the growth of trees and high shrubs on property of the Lessor within 1,200 feet of the center of the VORTAC antenna. The Lessor also agrees not to alter or allow the alteration of any existing fencing, drainage ditches, buildings or structures, within this 1,200-foot obstruction restriction area, without prior FAA approval. The Lessor further agrees not to park vehicles or equipment within 400 feet of the center of the antenna located on his property.

2. TERM

For the term beginning October 1, 2004 and ending September 30, 2005. 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 2024.

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 Contractor 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 a contractor 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, 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 contractor 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. 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.

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):

TO LESSOR: County of Cochise
Facilities Management
1415 Melody Lane Bldg C
Bisbee, Arizona 85603

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: None
Exhibits "A & B" are added to the lease.

17. The following changes were made in this lease prior to its execution:
Article 1(d) was added to the lease.

This lease supersedes Lease No. DTFA08-84-L-10827, 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.

By: *Paul Cah*

Title: *CHAIRMAN*
COCHISE COUNTY
BOARD OF SUPERVISORS

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: *Cheryl Thompson*
Contracting Officer, Real Estate

Title: *& Utilities Team, AWP-54B*

Date: *September 24, 2004*