

FEDERAL AVIATION ADMINISTRATION
LAND LEASE

U.S. Department
of Transportation

Lease No.: DTFA06-02-L-06847
Facility : OM-RWY 25
Location : CROSSVILLE, TN

LEASE

Between

CITY OF CROSSVILLE

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 18th day of July, in the year 2002, by and between the CITY OF CROSSVILLE, TN whose address is:

99 MUNICIPAL AVE
CROSSVILLE, TN 38555

hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as 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:

LEGAL DESCRIPTION – OUTER MARKER (OM) RWY – 25

Using as the Point Of Start, Station 16+27 of Turner Loop Road, go thence N 52° 15' E, 13 feet to the Point of Beginning. From the Point of Beginning go thence N 37° 45' W, 56 feet to a point; thence N 52° 15' E, 12 feet to a point; thence S 37° 45' E, 56 feet to a point; thence S 52° 15' W, 12 feet back to the Point of Beginning. The above tract is located in Cumberland County, Tennessee, and contains 672 square feet and all bearings are true

(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.

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Lease No.: DTFA06-02-L-06847
Facility : OM-RWY 25
Location : CROSSVILLE, TN

(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 shall 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, 2002 through September 30, 2003, subject to termination and renewal rights as may be hereinafter set forth.

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. RENEWAL

This lease may, at the option of the Government, be renewed from year to year 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 thereof shall extend the period of occupancy of the premises beyond October 1, 2022.

5. TERMINATION

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) Days notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

6. 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)

7. 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)

Lease No.: DTFA06-02-L-06847
Facility : OM-RWY 25
Location : CROSSVILLE, TN

8. 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)

9. 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 or have remediated, with no cost to the Government, 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. (10/96)

10. 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)

11. 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)

12. 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)

13. 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)

Lease No.: DTFA06-02-L-06847
Facility : OM-RWY 25
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14. 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, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this 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. (10/96)

15. Lessor agrees to limit newly constructed objects under 30 feet height on the right-of-way within 100 feet of the Outer Marker pole.

16. This Lease supersedes Lease No. DOTFA82SO-L-12997 effective October 1, 2002.

17. 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 CROSSVILLE
99 MUNICIPAL AVE
CROSSVILLE, TN 38555

TO GOVERNMENT: Federal Aviation Administration
Southern Region, ASO-55C
P. O. Box 20636
Atlanta, Georgia 30320

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

LESSOR NAME

BY: J. H. Graham M Date: 7/19/02

TITLE: Mayor

UNITED STATES OF AMERICA

BY: Ronnie Johnson Date: 7/22/02

Ronnie Johnson

TITLE: Senior Real Estate Contracting Officer

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