

FEDERAL AVIATION ADMINISTRATION
LAND LEASE

292.G

U.S. Department
of Transportation

Lease No. DTFA06-97-L-17079

LEASE

Between

CITY OF VENICE

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 12th day of AUGUST, in the year 1997, by and between the City of Venice whose address is: 401 West Venice Avenue, Venice, Florida 34285 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:

Remote Communications Air/Ground (RCAG) Facility:

BEGINNING AT THE SOUTHEAST CORNER OF THE CITY OF VENICE AIRPORT ELECTRICAL VAULT PROCEED DUE SOUTH 35.00 FEET TO ESTABLISH A POINT OF BEGINNING (POB); THENCE 90.00' 00"EAST, 85.00 FEET; THENCE SOUTH 00° 00' 00" 60 FEET; THENCE 90° 00' 00"WEST 125.00 FEET; THENCE NORTH 00° 00'00" 60 FEET; THENCE 90° 00' 00" EAST 40 FEET TO THE POB, CONTAINING 7500 SQUARE FEET AS INDICATED ON FAA DRAWING SO-D-102724-L01 DATED 2/14/97 ATTACHED HERETO AND MADE PART OF THIS AGREEMENT.

(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 mutually by the Government and Lessor.

(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 July 1, 1997 through September 30, 2018, 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. RESTORATION.

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, at least thirty (30) days before the date of expiration or termination, to request 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:

(a) 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,

(b) 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 the Contract Disputes Act of 1978 (Public Law 95-563).

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 relocation's, 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 Government's facilities. The Lessor agrees to remediate or have remediated, 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. (10/96)

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. 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)

10. 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. (10/96)

11. 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)

12. 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)

13. 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)

14. 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 Venice
401 West Venice Avenue
Venice, Florida 34285


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

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

CITY OF VENICE

BY  Mayor 8/12/97
 (signature) (official title) (date)

UNITED STATES OF AMERICA

BY  Real Estate Contracting Officer 3/27/98
 (signature) (official title) (date)