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U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
LAND LEASE OFF AIRPORT



W2093421

Lease No: DTFANM-05-L-00009

Lease General Description and Location: VOR Site and Restrictive Easement, Ogden, Utah

THIS LEASE is hereby entered into by John W. and wife Amy B. Gibson whose address is 4905 W. 2200 S, Ogden, UT 84401 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described site and easement areas totaling 14.63 acres more or less located in T6N, R2W, Salt Lake Base & Meridian, hereinafter referred to as the premises, viz:

A. FAA VORTAC Site

From the SE corner of the NE ¼ of SW ¼ Section 29 proceed S 89°46'W 1447 feet to the true point of beginning which point is on the south boundary of the Lessor's property line; thence proceed N 200.0 feet to a point; thence W 209 feet to a point; thence S 200.0 feet to a point; thence E 209 feet to the point of beginning containing 0.96 acres more or less; together with a 20-foot road right of way whose centerline lies 10 feet from and is paralleled to the Lessor's west boundary line between the above leased area to the east-west public road adjoining the Lessor's north boundary line a distance of approximately 1000 feet, together with the right of way to install overhead and underground power and control cables 36" deep, within 10 feet of an paralleled to the Lessor's south property line to the above described leased area, lying wholly in T6N, R2W, Salt Lake Base and Meridian, County of Weber, State of Utah.

B. EASEMENT AREA

13.67 acres more or less comprising the 13.13 acres restrictive area within 1000 feet radius of the VORTAC antenna, and 0.08 acres utility and 0.46 acres road access easements.

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DOUG CROFTS, WEBER COUNTY RECORDER  
29-MAR-05 8:13 AM FEE \$32.00 DEP SGC  
REC FOR: FEDERAL AVIATION ADMIN

The Lessor agrees to prohibit and refrain from the erection of any structure, pole or pole line, or the growth of trees within 750 feet of the VORTAC antenna. The Lessor may use the unfenced portion of the leased area for normal farming operations and grazing.

The Lessor shall submit for review, all proposed plans to erect structures, poles, growth of trees, etc., regardless of height, between 750 feet and 1000 feet of the VORTAC antenna. Any such proposed structure, pole erection or growth shall require prior review by the FAA Navigation Operations Engineer Office and approval by the Real Estate Contracting Officer. The Lessor's plans shall include at a minimum, the following:

1. Description of the relative location and distance from the VORTAC antenna
2. Type of materials used
3. Structure dimensions for H, L, W and footprint
4. Orientation of the structure
5. A drawing or sketch of the proposed structure
6. Date of proposed start and completion of construction

The Lessor shall submit proposed plans to the Contracting Officer address in Article 11, Notices. If the proposed plan is deemed unacceptable by the FAA Navigation Operation Engineer Office, that office may identify and communicate to the Lessor, areas of the proposed structure plans that may cause negative impact to the successful operation of the VORTAC. Recommendations made by the Government are intended to be in the Government's interests in mitigating adverse effects to the VORTAC operation and for the protection of the successful operation of the VORTAC facility. The Government is prohibited from preparing the plans for the Lessor.

C. 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 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 and to the Lessor.

D. 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. E# 2093421 P62 OF 12

E. 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 three hundred sixty (360) days thereafter, or within such additional time as may be mutually agreed upon, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures or signs.

F. The Government shall have the right to replace the Lessor's wire fences within 250 feet of the Radio Range with wooden fences of mutually agreeable design. And the Government shall maintain such fences in first class condition thereafter until termination of this lease.

G. The Lessor shall have the right to erect woven wire fences any place on his property, except that such fences shall be located a minimum of 250 feet from the FAA VORTAC antenna and further, that only one east-west fence shall be strung across the FAA access road described herein. The Government shall provide and maintain a gate or cattle guard in the above east-west fence when and if required. The Government shall have the right to remove any woven wire fence on the Lessor's property providing such woven wire fence is immediately replaced with a wooden fence of a design mutually agreeable to both parties concerned.

**2. TERM (AUG-02):**

To have and to hold, for the term commencing on October 1, 2004 and continuing through September 30, 2014 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

**3. DAY-TO-DAY LEASE EXTENSION (AUG-02):**

The Government may continue to occupy the premises for not to exceed three hundred and sixty (360) days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

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**4. CONSIDERATION (COST) (AUG-02):**

The Government shall pay the Lessor rental for the premises in the amount of \$1,000.00 per year for the lease term set forth in Article 2, Term above. Payments shall be made in arrears at the end of each Government fiscal year in September without the submission of invoices or vouchers.

The payments shall be made to: John W. and Amy B. Gibson and directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

**5. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT (NOV-97):**

Payments by the Government under this contract will be made by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the lessor (vendor) shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the contractor shall be responsible for providing the changed information to the designated payment office. The lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH). However, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

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The Lessor agrees that the lessor's bank or financial agent may notify the Government of a change to the routing transit number, contractor account number, or account type.

**6. INTEREST FOR LATE PAYMENTS (AUG-02):**

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within 45 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid annually in arrears and will be due on September 30 (the end) of each Government fiscal year.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract.

**7. CANCELLATION (AUG-02):**

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least thirty (30) days before the effective termination date.

**8. QUIET ENJOYMENT (OCT-96):**

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. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):**

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they

shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

**10. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):**

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

**11. NOTICES (OCT-96):**

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

**TO LESSOR:**

John W. and Amy B. Gibson  
4905 W 2200 S  
Ogden, UT 84401

**TO GOVERNMENT:**

Federal Aviation Administration  
Contracting Officer, ANM56  
DTFANM-05-L-00009  
1601 Lind Ave. S.W.  
Renton, WA 98055-4056

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**12. CONTRACT DISPUTES (Nov. 03)**

A. All contract disputes arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration  
800 Independence Ave, S.W.  
Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720

C. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at Contract Dispute Full Clause.

**13. PROTEST (Nov. 03)**

A. Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer. **8-2093421 PG7 OF12**

C. Protests shall be in writing and shall be filed at:

1. Office of Dispute Resolution for Acquisition  
Federal Aviation Administration, AGC-70  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

2. At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

D. A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

1. Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

2. If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at Protest Full Clause.

**14. ANTI-KICKBACK (OCT-96):**

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 Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**15. ASSIGNMENT OF CLAIMS (OCT-96):**

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

**16. COVENANT AGAINST CONTINGENT FEES (AUG-02):**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon

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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.

**17. OFFICIALS NOT TO BENEFIT (OCT-96):**

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.

**18. RESTORATION**

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 ninety (90) days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within three hundred sixty (360) days after such expiration or termination, or within such additional time as may be mutually agreed upon, shall 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 paragraphs 1C, 1D and 1E 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 of 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 resolved through the Office of Dispute Resolution.

**19. EXAMINATION OF RECORDS (AUG-02):**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

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20. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No. DTFA11-94-L-15419A and all other previous agreements between the parties for the leased property described in this document.

21. SIGNATURE BLOCK (AUG 02):  
IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

John Wilson Date: 9-7-04  
(Signature)  
Amy B. Gibson Date: 9/7/04  
(Signature)

UNITED STATES OF AMERICA:

Albert L. Lee Date: 9/14/04  
(Signature)  
**ALBERT L. LEE**  
Contracting Officer  
(Official Title)

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**ACKNOWLEDGEMENT**

State of: Utah

:ss

County of: Weber

I certify that I know or have satisfactory evidence that John W Gibson  
(name of person(s))

is/are the person(s) who appeared before me, and that said person(s) acknowledged

that he signed this instrument, on oath that he was/were authorized  
(he/she/they) (he/she/they)

to execute this instrument and acknowledged it as the lessor  
(type of authority, e.g. officer, trustee, executive director, etc.)

of United States of America to be free and  
(name of party on behalf of whom instrument was executed)

voluntary act of such party for the uses and purposes mentioned in the instrument.

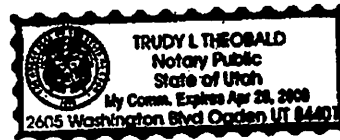
Dated: 9/7/04

Signature: *Trudy L Theobald*

Title: Notary Public

My appointment expires 4/28/08

Seal or stamp



**ACKNOWLEDGEMENT**

State of: Utah

:SS

County of: Weber

I certify that I know or have satisfactory evidence that Amy B. Gibson  
(name of person(s))

is/are the person(s) who appeared before me, and that said person(s) acknowledged

that she signed this instrument, on oath that she was/were authorized  
(he/she/they) (he/she/they)

to execute this instrument and acknowledged it as the lessor  
(type of authority, e.g. officer, trustee, executive director, etc.)

of United States of America to be free and  
(name of party on behalf of whom instrument was executed)

voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/7/04

Signature: [Handwritten Signature]

Title: Notary Public

My appointment expires 4/28/08

Seal or stamp

