
**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

LAND LEASE OFF AIRPORT

Lease No: DTFAGL-05-L-00099

Geographical Location: Outer Marker Runway 19, Milwaukee, Wisconsin

THIS LEASE is hereby entered into by City of Milwaukee, A Municipal Corporation whose address is 841 North Broadway, Room 409, Milwaukee, Wisconsin 53202 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:

PREMISES:

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

A tract of land containing twelve hundredths (0.12) of an acre, more or less, located in the NE $\frac{1}{4}$, Section 22, T-7-N, R-22-E, 4th P.M. Milwaukee County, Wisconsin, more particularly described as follows:

From the N $\frac{1}{4}$ Corner of Section 22 proceed S 89° 44'45" E, 319.40 feet along the North line of Section 22 to the point of beginning; thence S 89°44'45"E, 147.30 feet along the North line of Section 22 to a point; thence S 37°55'15" W,

90.01 feet to a point; thence N 52°04'43" W, 116.60 feet to the point of beginning.

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 said lands and adjoining lands of the Lessor, and to be by those routes currently utilized by the Government for such purposes.

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, subject to and conditioned upon compliance by the Government with all applicable building and other state and local governmental permits, requirements and restrictions, 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.

2. TERM:

To have and to hold, for the term commencing on October 1, 2005 and continuing through September 30, 2010 inclusive. Thereafter, this lease shall be deemed to have been renewed, on the same terms and conditions as set forth herein, for successive five (5) year terms, unless either party shall have notified the other party of its intent to not renew the lease, such notice being in writing and provided to the other party no less than ninety (90) days prior to the end of the then-existing term.

3. CONSIDERATION (NO COST) 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. CANCELLATION:

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. Lessor may terminate this lease, in whole or in part, at any time, by providing the Government with written notice, in the manner set forth above, of the effective date of termination. Such notice must be provided by Lessor no less than one year prior to the effective date of termination of this lease.

5. QUIET ENJOYMENT:

The Lessor warrants that it has good and valid title to the premises, and is authorized to enter into this lease.

6. NOTIFICATION OF CHANGE IN LAND TITLE:

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.

7. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT:

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.

8. NOTICES:

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

TO LESSOR:

Department of Public Works

Room 402, Municipal Building

841 Broadway

Milwaukee, WI 53202

TO GOVERNMENT:

Federal Aviation Administration

Real Estate and Utilities Branch, AGL 55R

Des Plaines, IL 60018

9a. CONTRACT DISPUTES:

All contract disputes and 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:

(1) 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; or

(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.

9b. PROTEST:

(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.

(c) Protests shall be in writing and shall be filed at:

(1) 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; or

(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:

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

(ii) 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.

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

11. ASSIGNMENT OF CLAIMS:

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.

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.

13. 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.

14. RESTORATION:

Upon termination or expiration of the lease, the Government shall surrender possession and occupancy of the premises and shall restore the premises to as good a condition as existed immediately prior to the Government's occupancy of the premises, including without imitation the removal of all improvements constructed thereon by the Government.

15. EXAMINATION OF RECORDS:

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.

16. LEASE SUCCESSION: This lease supersedes Lease No.

DTFA14-95-L-R2191 and all other previous agreements between the parties for the leased property described in this document.

17. MAINTENANCE OF PREMISES:

The Government shall maintain the premises, including all improvements thereon, in a neat, orderly, clean, attractive and proper manner, promptly repairing any damage or casualty thereto and engaging, with respect to the premises, in an appropriate schedule of regular maintenance. All vegetation growing on or about the premises shall be mowed, trimmed and otherwise maintained by the Government periodically as may be necessary to avoid a nuisance.

Except as expressly provided herein, Lessor hereby disclaims any warranty in respect of the premises, including without limitation its condition, its fitness for any particular purpose, the availability or convenience of access to the premises and otherwise. Lessor shall have no duty to maintain or improve, in any way, the premises, or any right-of-way leading to the premises, which duty is and shall remain the sole obligation of the Government. By executing this lease, the Government accepts the premises "AS IS" and in its current condition, with all faults which may exist as of the date of this lease.

18. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR: CITY OF MILWAUKEE

By: _____ Date: _____

(Signature)

(Print)

(Official Title)

UNITED STATES OF AMERICA:

_____ Date: _____
(Signature) (Print)

(Official Title)

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