

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

LAND LEASE OFF AIRPORT

Lease No: DTFAAL 04 L-45441

Geographical Location: Easterly Portion of U.S. Survey No. 1041, Juneau, Alaska

THIS LEASE is hereby entered into by City/Borough of Juneau, whose address is 155 S. Seward St., Juneau, AK 99801-1397 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 property, hereinafter referred to as the premises, viz:

TEMPORARY SITE:

The temporary site boundaries will be for a period of one year or until the permanent installation can be accomplished, whichever comes first.

METES AND BOUNDS DESCRIPTION
TEMPORARY LOW LEVEL WINDSHEAR ALERT SYSTEM (L.L.W.A.S.) SITE,
WITHIN A FRACTION U.S. SURVEY NO. 1041
LOWER MENDENHALL VALLEY

A CERTAIN TRACT OR PARCEL LAND LYING AND BEING SITUATE WITHIN U.S. SURVEY NO. 1041 AND PROTRACTED SECTION 25, T. 40S., R.66E., COPPER RIVER MERIDIAN, FIRST JUDICIAL DISTRICT, JUNEAU RECORDING DISTRICT, CITY AND BOROUGH OF JUNEAU, STATE OF ALASKA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PERMANENT L.L.W.A.S. SITE WITHIN U.S. SURVEY NO. 1041, SAID CORNER BEING LOCATED N63°04'27"W - 8,669.91' FROM U.S.C AND G.S. TRANGULATION STATION "EDDIE" AND BEING LOCATED N85°18'32"W - 3,973.79' FROM THE WESTERLY CENTERLINE MONUMENT 7000 WITHIN JUNEAU INTERNATIONAL AIRPORT'S RUNWAY, AND ALSO BEING S75°10'30"W A DISTANCE OF 122.37' FROM A SUBDIVISION MONUMENT LOCATED

ON THE EASTERLY BOUNDARY OF LEASE LOT "A", A FRACTION OF U.S. SURVEY NO. 1041, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LEASE LOT "A" N77°10'30"E-122.37' TO THE NORTHEAST CORNER OF LEASE LOT "A"; THENCE N0°33'17"E-75.97'; THENCE N89°06'13"W-158.38'; THENCE S0°54'47"W-193.60' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CURTIS AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY S89°04'00"E-20.00' TO THE SOUTHWEST CORNER OF SAID LEASE LOT "A"; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LEASE LOT "A" N0°54'47"E-73.73' TO THE NORTHWEST CORNER OF SAID LEASE LOT "A"; THENCE N77°10'30"E-20.58' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 16,553 SQUARE FEET, MORE OR LESS.

PERMANENT SITE:

METES AND BOUNDS DESCRIPTION
LOW LEVEL WINDSHEAR ALERT SYSTEM (L.L.W.A.S.) SITE,
WITHIN A FRACTION U.S. SURVEY NO. 1041
LOWER MENDENHALL VALLEY

A CERTAIN TRACT OR PARCEL LAND LYING AND BEING SITUATED WITHIN U.S. SURVEY NO. 1041 AND PROTRACTED SECTION 25, T. 40S., R.66E., COPPER RIVER MERIDIAN, FIRST JUDICIAL DISTRICT, JUNEAU RECORDING DISTRICT, CITY AND BOROUGH OF JUNEAU, STATE OF ALASKA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE L.L.W.A.S. SITE WITHIN U.S. SURVEY NO. 1041, SAID CORNER BEING LOCATED N63°04'27"W - 8,669.91' FROM U.S.C. AND G.S. TRANGULATION STATION "EDDIE" AND BEING LOCATED N35°18'32"W - 3,973.79' FROM THE WESTERLY CENTERLINE MONUMENT 7000 WITHIN JUNEAU INTERNATIONAL AIRPORT'S RUNWAY, AND ALSO BEING S77°10'30"W A DISTANCE OF 122.37' FROM A SUBDIVISION MONUMENT LOCATED ON THE EASTERLY BOUNDARY OF LEASE LOT "A", A FRACTION OF U.S. SURVEY NO. 1041; THENCE ALONG THE SOUTHERLY BOUNDARY OF THIS DESCRIPTION N89°06'13"W - 20.00' TO THE SOUTHWEST CORNER OF THIS DESCRIPTION; THENCE N0°54'47"E - 20.00' TO THE NORTHWEST CORNER OF THIS TRACT; THENCE ALONG THE NORTHERLY BOUNDARY S89°06'13"E - 20.00' TO THE NORTHEAST CORNER MONUMENT OF THIS DESCRIPTION; THENCE S0°54'47"W - 20.00' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 400 SQUARE FEET, MORE OR LESS. As shown on Drawing No. 030786wk attached hereto and made a part of this lease.

And 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.

c. 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.

2. TERM (AUG-02):

To have and to hold, for the term commencing on December 1, 2003 and continuing through November 30, 2023 inclusive.

3. CONSIDERATION(NO COST) (AUG-02): 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 (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 30 days before the effective termination date.

5. 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.

6. 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.

7. 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.

8. NOTICES (OCT-96):

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

TO LESSOR:

City, Borough of Juneau
Lands & Resources
185 S. Seward St
Juneau, AK 99801-1397

TO GOVERNMENT:

Federal Aviation Administration
Acquisition & Real Estate Branch
222 W. 7th, #14
Anchorage, AK 99513-7587

9. PROTEST AND DISPUTES (OCT-96)

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 Lessor 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, a dispute by the Lessor against the government shall be submitted to the Real Estate Contracting Officer within 1 year after the accrual of the contract

dispute. Information relating to submitting a protest or dispute will be provided to the Contracting Officer upon request.

10. 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.

11. 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 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. 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.

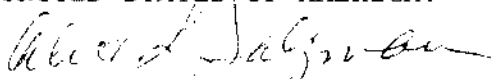
13. SIGNATURE BLOCK (AUG 02):

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

LESSOR

 Date: 2/13/04
(Signature)
City Manager
(Official Title)

UNITED STATES OF AMERICA:

 Date: 11/17/03
Alice L. Salzman
(Signature)

Real Estate Contracting Officer
(Official Title)

GENERAL NOTES

- 1) BEARINGS DENOTED BY THIS PLAT REFLECT A S.E.C. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- 2) INSTANCES DENOTED ARE TRUE GROUND DISTANCES.
- 3) WHEN RECORD SURVEY COURSES (BEARING AND/OR DISTANCES) DIFFER FROM MEASURED AND/OR COMPUTED SURVEY COURSES, THE RECORD COURSE IS SHOWN WITHIN PARENTHESES, WHILE THE MEASURED AND/OR COMPUTED COURSES ARE SHOWN WITHOUT PARENTHESES, THUSLY $N77^{\circ}10'00''E-142.85'$ ($N76^{\circ}26'00''E-142.82'$).

PRIMARY MONUMENT
(ESTABLISHED THIS SURVEY)

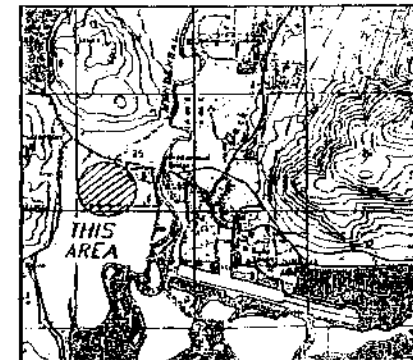
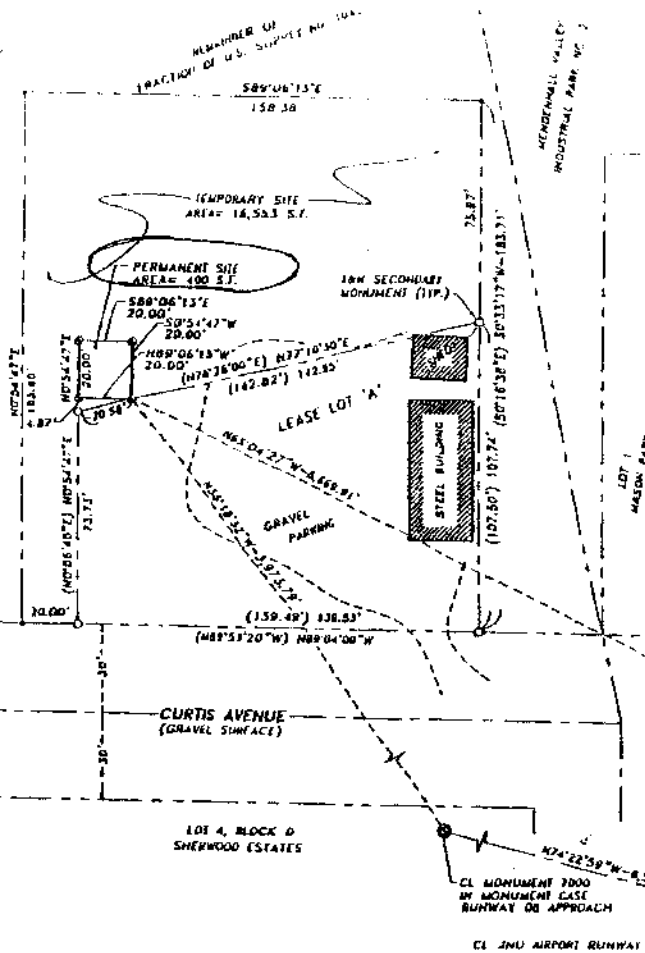


2 1/2" ALUMINUM CAP
ON 5/8"x30" REBAR



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND DETAILS ARE CORRECT.



VICINITY MAP
SOURCE: U.S.C.S. QUAD "JUNEAU (4 2) ALASKA" 1986
SCALE: 1" = 1 MILE

LEGEND

- 7570-S PRIMARY MONUMENT ESTABLISHED THIS SURVEY
- + SURVEY SPIKE ESTABLISHED THIS SURVEY
- ⊙ JUNI AIRPORT CL MONUMENT RECOVERED THIS SURVEY
- ⊙ 3-1/2" U.S.G.S. BRASS CAP RECOVERED THIS SURVEY
- TAN SECONDARY MONUMENT RECOVERED THIS SURVEY
- PROPERTY/BOUNDARY LINE
- CENTERLINE

U.S.C.&G.S. TRANGULATION STATION "EDDIE" 3 1/2" BRASS CAP
BASIS OF BEARING
U.S.C.&G.S. TRANGULATION STATION "JUNO" 3 1/2" BRASS CAP

PLAT OF
L.L.W.A.S. SITE
WITHIN
U.S. SURVEY No. 1041
CITY & BOROUGH OF JUNEAU, ALASKA

DATE	SCALE	DRAWN BY	CHECKED BY	PROJECT NO.	DRAWING NO.
SEPT. 2003	1"=40'	SMB	MAJ	031786	031786-1