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FEDERAL AVIATION ADMINISTRATION

28 OCT 2005



U.S. Department
of Transportation

Lease No.: DTFAWP-05-L-00090
Facility: VASI, Runway 07
Grass Valley, CA

LAND LEASE ON-AIRPORT

Between

COUNTY OF NEVADA

and

THE UNITED STATES OF AMERICA

THIS LEASE is hereby enter into by County of Nevada
whose address is:

950 Maidu Ave.
Nevada City, CA 95959

herein after 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 administrators, successors, and assigns.

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

1. PREMISES (08/02)

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

See Page 1A for Legal Description.

VASI LEASE DESCRIPTION


RUNWAY 07
NEVADA COUNTY AIR PARK
Nevada County
Grass Valley, California

Plot 1

Beginning at a point 245 feet east of the Displaced Threshold located on the centerline of Runway 7, proceed 65 feet north on a line perpendicular to the runway centerline. This point establishes the southwest corner of a rectangular segment 50 feet by 20 feet with sides perpendicular and parallel to the runway centerline respectively to be leased for the downwind VASI units. This plot contains 0.023 acres more or less.

Plot 2

Beginning at a point 745 feet east of the Displaced Threshold located on the centerline of Runway 7, proceed 65 feet north on a line perpendicular to the runway centerline. This point establishes the southwest corner of a rectangular segment 50 feet by 20 feet with side perpendicular and parallel to the runway centerline respectively to be leased for the upwind VASI units. This plot contains 0.023 acres more or less.

A handwritten signature in dark ink, appearing to be 'JD' followed by a stylized flourish.

(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.

(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.

2. TERM (10/96)

To have and to hold commencing on **October 1, 2005** and continuing through **September 30, 2025**, inclusive.

3. CANCELLATION (08/02)

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 **90** days before the effective termination date.

4. CONSIDERATION (08/02)

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.

5. HOLDOVER (10/96)

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. This period shall continue until the Government has signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

6. NON-RESTORATION (10/96)

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.

7. INTERFERENCE WITH GOVERNMENT OPERATIONS (10/96)

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.

8. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (10/96)

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.

9. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

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 VASI facility. The Lessor agrees to remediate, 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

INITIALS:  / 
LESSOR GOVERNMENT

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 VASI facility.

10. QUIET ENJOYMENT (10/96)

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.

11. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

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 FAA 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.

12. OFFICIALS NOT TO BENEFIT (10/96)

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. COVENANT AGAINST CONTINGENT FEES (8/02)

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.

14. ANTI-KICKBACK (10/96)

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

15a. CONTRACT DISPUTES (11/03)

(a) All contract disputes arising under or related to this 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

(c) A contract disputes 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.

15b. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of 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
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 protestor knew or should have known of the grounds for the protest; or
- (ii) If the protestor 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.

16. NOTIFICATION OF CHANGE OF LAND TITLE (08/02)

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 immediately 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.

17. NOTICES (10/96)

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

TO LESSOR: County of Nevada
950 Maiden Ave.
Nevada City, California 95959

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Team, AWP-54B
P.O. Box 92007
Los Angeles, CA 90009-2007

18. LEASE SUCCESSION (08/02)

This lease supersedes lease No. **DTFA08-84-L-11000** and all other previous agreements between the parties for the leased property described in this document.


19. The following are attached and made a part hereof: **See Exhibit A (Lease Plot Sketch), See Exhibit B (Typical Vasi-4 Lease Plot), See Exhibit C (Obstruction Clearance Sketch).**

20. SIGNATURE BLOCK (08/02)

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


LESSOR

UNITED STATES OF AMERICA


(Signature)

Chair, Board of Supervisors
(Official Title)

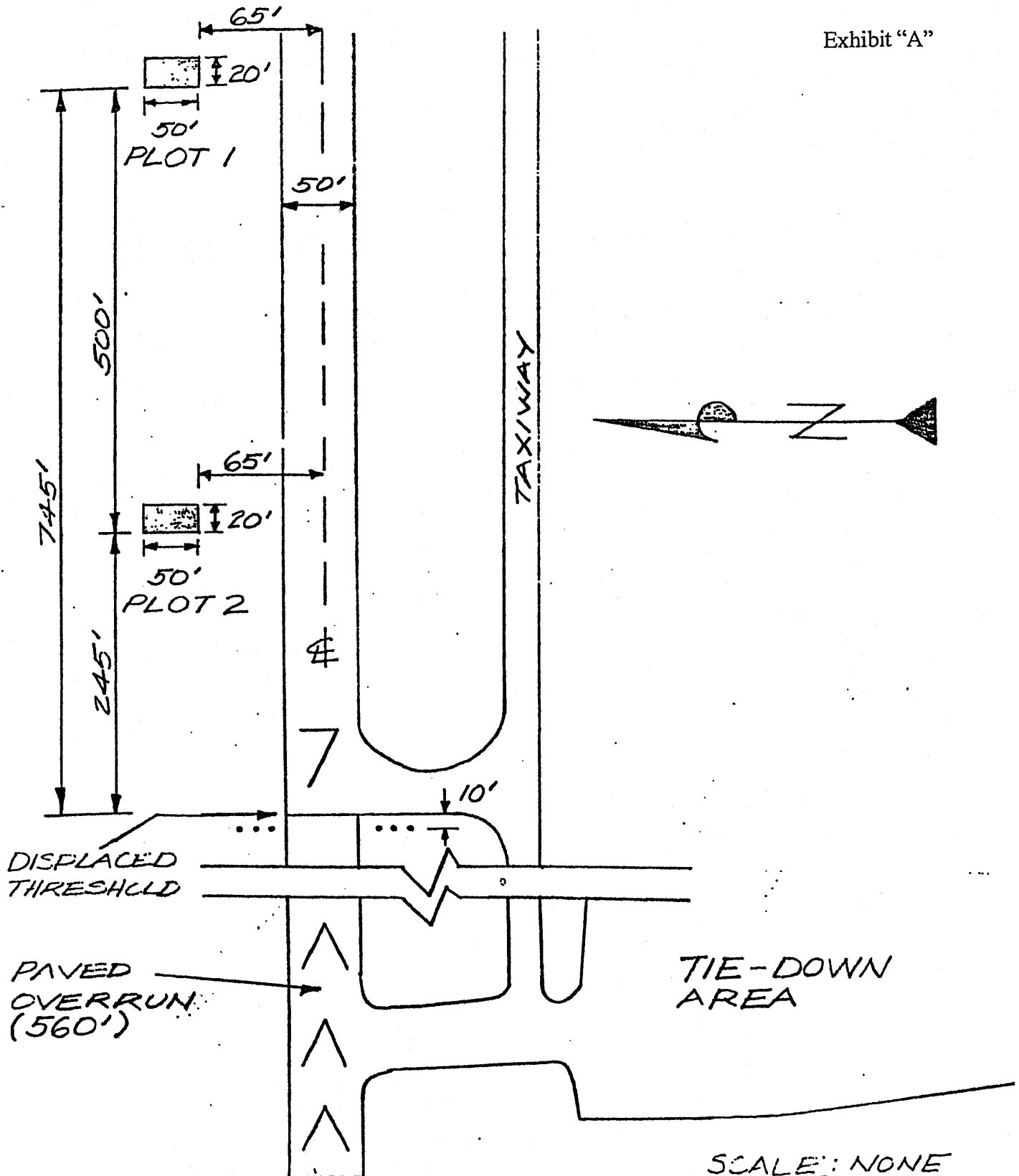
8-23-05
(Date)


(Signature)

Realty Specialist
(Official Title)

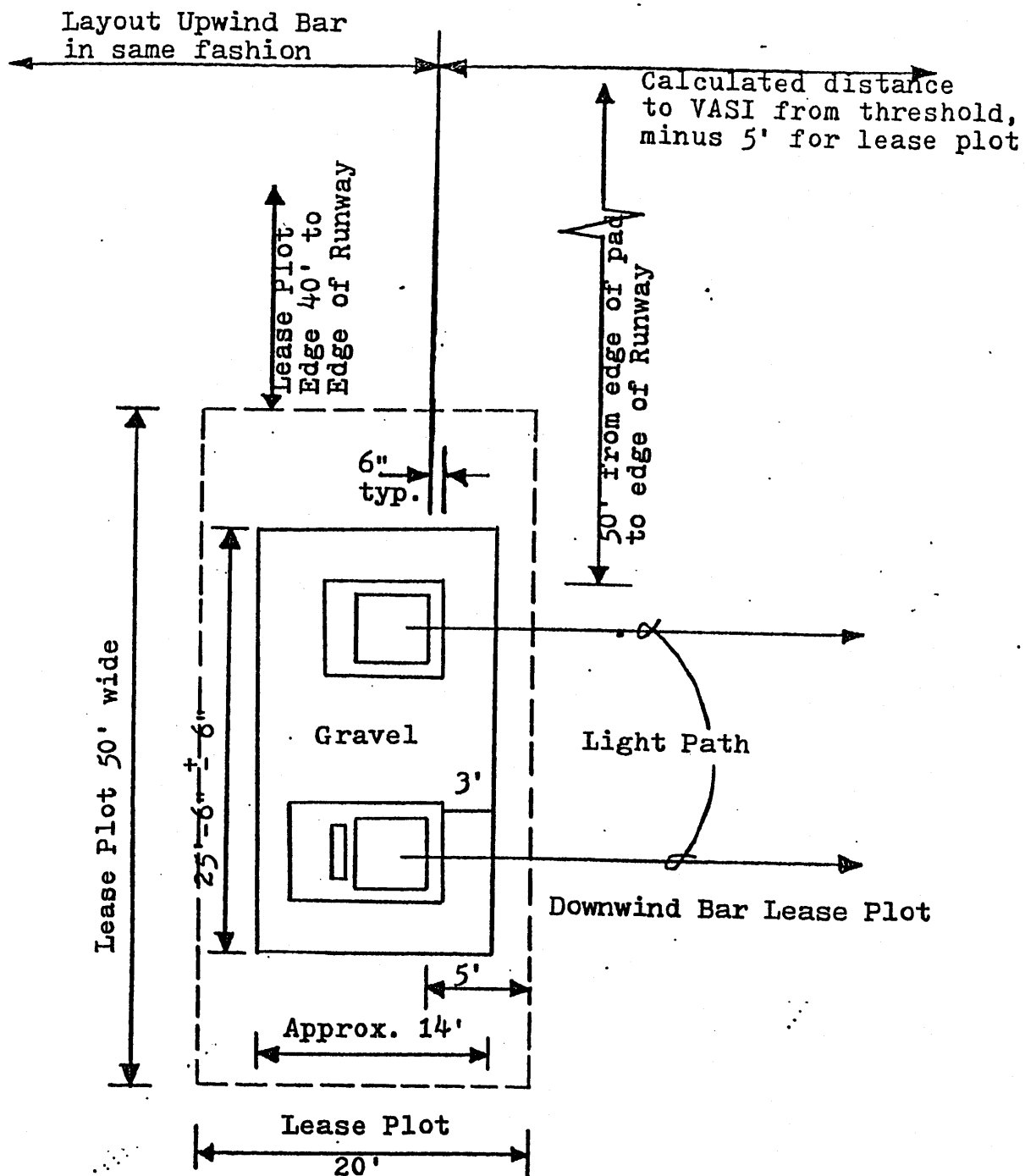
9/15/05
(Date)

Exhibit "A"



PREPARED BY E. MENDOZA	CHECKED BY J. GANT	DATE 5/2/84
SUBJECT LEASE PLOT SKETCH		FILE NO. 30693
AIRPORT: Nevada County Air Park		SHEET 1 OF 1 SHEETS
LOCATION: Grass Valley, California		

Exhibit "B"

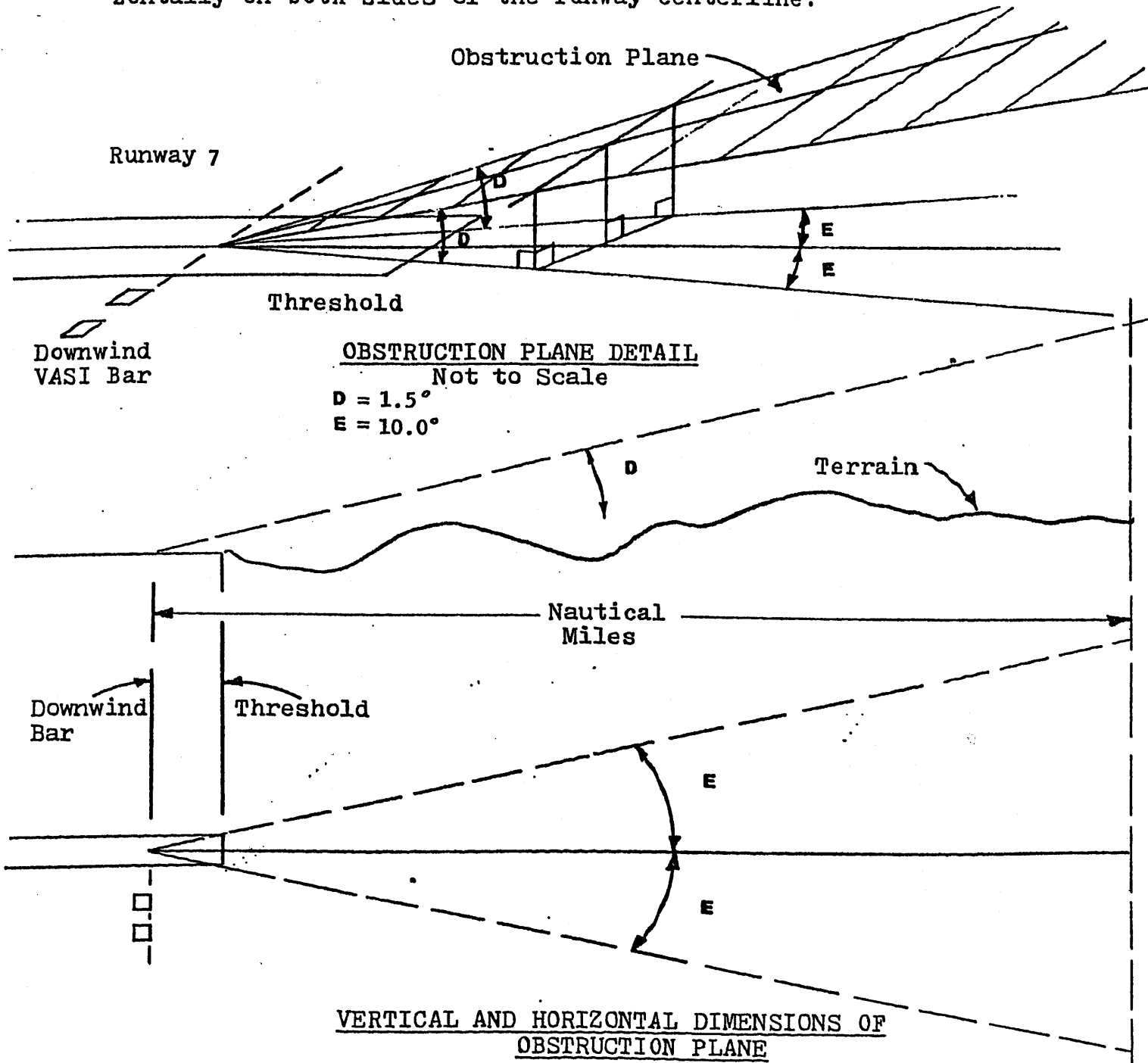


- NOTES:**
1. Reference all drawings to front face of VASI units.
 2. Lease plot area for downwind bar begins at the calculated distance minus 5 feet.

PREPARED BY E. Mendoza	CHECKED BY D. Fern	DATE 4/3/84
SUBJECT TYPICAL VASI-4 LEASE PLOT (LEASE PLOT ORIENTATION SKETCH)		FILE NO. 30693
		SHEET 1 OF 1 SHEET 5

Exhibit "C"

OBSTRUCTIONS: Obstructions in the approach area shall be removed or controlled. The approach area is a triangular plane established by the location of the downwind VASI bar. The vertex of the plane is the runway centerline opposite the downwind VASI bar and extends outward four (4) nautical miles at an angle of 1.5° vertically and 10.0° horizontally on both sides of the runway centerline.



PREPARED BY E. Mendoza	CHECKED BY J. Gant	DATE 4/3/84
SUBJECT OBSTRUCTION CLEARANCE SKETCH		FILE NO. 30693
AIRPORT: Nevada County Air Park LOCATION: Grass Valley, California		SHEET 1 OF 1 SHEET 5