

ORIGINAL

FEDERAL AVIATION ADMINISTRATION
LAND LEASE

U.S. Department
of Transportation

Lease No. DTFA14-02-L-R3475

LEASE

Between

CITY OF AURORA, ILLINOIS

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 27 day of May, in the year 2003, effective as of July 1, 2003, by and between the CITY OF AURORA, ILLINOIS, AURORA MUNICIPAL AIRPORT, AURORA, ILLINOIS 60554, for itself or its, successors, and assigns, 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 for the purpose of installing, operating and/or maintaining the following described facilities, hereinafter referred to as the premises, viz:

A part of the South West 1/4 of Section 17, T-38-N, R-7-E of the 3rd P.M., containing .06 acres more or less, and described as follows:

Commencing at the North West corner of said South West 1/4 of Section 17, thence East along the North line thereof 1687.27 feet to a point; thence South along a line forming an angle of 89° 12' 00" as measured from West to South, a distance of 1505.15 feet to a point 1236.0 feet (measured at right angles) East of the centerline of the North and South runway and 755.0 feet South (measured at right angles) of the centerline of the East and West runway, said point being the point of beginning of land herein described; thence East parallel with the Centerline of said East and West runway (forming an angle of 89° 12' 0", as measured from North to East) a distance of 50.0 feet; thence South along a line parallel with the centerline of said North and South runway 50.0 feet; thence West along a line parallel with the centerline of said East and West runway 50.0 feet; thence North along a line parallel with the centerline of said North and South runway 50.0 feet to the point of beginning; all in Kane County.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining any and all cabling, conduit, signal cable, power lines (overhead or buried), telecommunication lines and other appurtenances and connections running to, through, under or over the Lessor's lands. The passage of control lines, signal cables, antennas, conduits, and other lines, whether overhead or underground, shall be along routes mutually agreeable to the airport management and the Federal Aviation Administration. The Lessor also grants to the Government the right to utilize any existing power lines, control lines, conduits, or other facilities of the lessor which are adaptable to use in connection with the purpose of this lease.

(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.

Federal Aviation Administration

(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, 2003 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.

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.

4. NON-RESTORATION

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. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

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.

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 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.

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.

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.

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. 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.

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.

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 that 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. Protests should be addressed to: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 400 7th Street, S.W., Room 8332, Washington, DC 25090. Telephone: (202) 366-6400, Facsimile: (202) 366-7400.

13. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's, administrators, successors, and assigns.

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 Aurora, Illinois c/o Airport Manager Aurora Municipal Airport Aurora, Illinois 60554
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Federal Aviation Administration

TO GOVERNMENT: Federal Aviation Administration
Real Estate and Utilities Team, AGL-56
2300 East Devon Avenue
Des Plaines, Illinois 60018

General correspondence may be forwarded to the above address via first class mail.

15. The Lessor hereby grants to the Government the rights of ingress and egress over said lands and the adjoining lands of the lessor, necessary or convenient for the installation, operation, maintenance or repair. The rights of ingress and egress shall be on a twenty-four (24) hour a day basis, seven (7) days a week. These rights shall apply to the Government and its duly authorized agents, representatives, contractors and employees.

16. The Government has the right to connect to existing or future water, sewer, gas and power lines, conduits or other facilities of the Lessor on or off the leased premises as requested and to be furnished utility services involved to the extent of available capacity at not more than prevailing rates. Utility services consumed by the Government shall be separately metered and paid by the Government.

17. The Lessor also agrees to provide adequate grass cutting, vegetation control, weed cutting, snow removal from sidewalks and/or snow plowing at all Federal Aviation Administration air navigation/communication/meteorological facilities and access roads to said facilities at the Aurora Municipal Airport at no cost to the Government.

18. The Lessor shall provide eight (8) parking spaces in the existing Terminal Parking Lot for Government and FAA employee vehicles. The parking spaces shall be provided at no cost to the Government.

19. ATTACHMENT "A" OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER.

20. PREVIOUS LEASE DOCUMENT

This lease succeeds Lease Number DOT FA73GL-0068, to expire by limitation on June 30, 2003.

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

LESSOR: City of Aurora, Illinois

BY  MAYOR, CITY OF AURORA 05-27-03
OFFICIAL TITLE DATE

UNITED STATES OF AMERICA


BY  Real Estate Contracting Officer 6/4/03
CHARLES J. FASO DATE

Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-55R
2300 East Devon Avenue, Des Plaines, Illinois 60018

CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, Cheryl M. Vonhoff, certify that I am the City Clerk of the City of Aurora, Illinois (State, County, Municipality, or other Public Authority) named in the foregoing agreement: that David L. Stover who signed said agreement on behalf of the City of Aurora, Illinois was then Mayor of said City that said agreement was duly signed for and in behalf of said City of Aurora by authority of its governing body, and is within the scope of its powers.

Cheryl M. Vonhoff
signed  (Corporate Seal)

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

I. THIS AGREEMENT, is to be attached to and made a part of Lease No. DTFA14-02-L-R3475 between the United States of America acting by and through the Federal Aviation Administration, hereinafter called the Government, and the City of Aurora, Illinois, operating the airport known as Aurora Municipal Airport, located at Aurora, Illinois 60554, hereinafter known as the Lessor, and this said Agreement shall be executed by the parties hereto independently of said lease to which it is a part.

II. WHEREAS, An Airport Traffic Control Tower will be or has been erected on the leased plot by and at the expense of the Government; and

III. WHEREAS, It is in the public interest that the said Airport Traffic Control Tower on the above airport be operated by the Government, subject to the availability of funds therefore, in accordance with standards established by the Government;

IV. NOW, THEREFORE, The Lessor agrees to the following conditions:

1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing bases, necessary for the operation of all runway and taxiway airfield lighting, and airport beacon.

2. The Lessor shall be responsible for the proper and continued functioning of all lessor owned equipment and devices necessary for air traffic control.

3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for approval no less that thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful act or omission of any employee operating in said Tower.

5. The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.



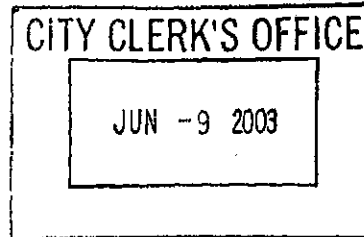
U.S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Illinois, Indiana, Michigan,
Minnesota, North Dakota,
Ohio, South Dakota,
Wisconsin

2300 East Devon Avenue
Des Plaines, Illinois 60018

June 4, 2003

Ms. Cheryl M. Vonhoff
City Clerk
City of Aurora, Illinois
44 E. Downer Place
Aurora, IL 60507-2067



Dear Ms. Vonhoff:

Enclosed is a fully executed original of FAA Lease Number DTFA14-02-L-R3475, City of Aurora Resolution Number R03-293. This lease provides for the necessary real estate rights needed by the Federal Aviation Administration (FAA) for the Air Traffic Control Tower (ATCT) site on the Aurora Municipal Airport, Kane County, Illinois. Please retain this document for your file.

Thank you, for your cooperation in this transaction.

Sincerely,

Charles J. Faso
Real Estate Contracting Officer

Enclosure

cc: Bob Reuser
Brian Caputo