### LEASE AGREEMENT

### FOR

### NON-FEDERAL USE OF REAL PROPERTY

#### BETWEEN

### THE UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

### AND

### THE COUNTY OF SAN MATEO, CALIFORNIA

Lease No: <DTFAWA-12--J-00001

Half Moon Airport

Half Moon Bay, California

This LEASE AGREEMENT (hereinafter "Lease"), made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_ 2013, by and between the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the "FAA" and the COUNTY OF SAN MATEO, CALIFORNIA, a political subdivision of the State of California, hereinafter referred to as the "Lessee".

### <u>WITNESSETH</u>

WHEREAS, the United States of America, acting by and through the FAA, owns three land parcels on Half Moon Bay Airport (hereinafter "Airport") with each parcel consisting of approximately 0.02-acres and containing a water well and associated equipment utilized to extract and treat groundwater from the aquifer located beneath the Airport; and

WHEREAS, these three parcels of land are available for use by the Lessee; and

WHEREAS, it has been determined that Lessee's use of the subject parcels will not interfere with, or adversely impact FAA's mission, and has also determined that granting Lessee's use of the site under conditions and limitations set forth below is in the best interest of the United States.

WHEREAS, it is in the public's interest to improve property utilization and permit this secondary use.

NOW THEREFORE, the FAA does hereby grant unto the Lessee lease of the subject three (3) parcels of land, comprising .06 acres on the Airport hereinafter referred to as the "Premises", as described on Exhibit A, subject to the following terms and conditions:

## A. SPECIAL CONDITIONS

- 1. TERM. This Lease shall be effective July 1, 2012, until June 30, 2052.
- 2. DESCRIPTION OF PROPERTY. The Premises consists of three (3) parcels of land of approximately .02 acres each (a total of .06 acres of land, more or less), accepted in its condition, as described on the Exhibit "A", which is attached hereto and made a part hereof.
- 3. LIMITATIONS ON USE BY LESSEE. The Premises shall be used by the Lessee or Lessee's subtenant to extract and treat groundwater from the aquifer located beneath the Airport. No other use of the Premises by the Lessee is authorized, and the authorized use shall be subject to the condition that such use does not interfere with the operation of the Airport.
- 4. CONSIDERATION. The Lessee shall pay the FAA rental for the Premises in the amount of one dollar (\$1.00) during the Lease period.
- 5. TERMS AND CONDITIONS APPLICAPBLE TO LESSEE'S USE OF THE LEASED PREMISES. The Lessee must comply with all conditions or restrictions stated below:

The Lessee shall not cause or permit any electrical/electronic radiating devices, apparatus, or equipment on the Demised Premises that may interfere or conflict with the operation of the FAA communications facility. No electrical/electronic radiating devices will be installed upon the Demised Premises that exceed 100 watts of radiated power. The use and operation of the Demised Premises by Lessee shall be so conducted that interference is not caused to radio electronic equipment operated by the FAA or its other permitted users. If such operations cause interference to the FAA or Airport operations, Lessee's use will shut down immediately and remain shut down until the interference problem is resolved and Lessee will, at no cost to the FAA, take corrective measures needed to eliminate the interference problem.

The Lessee is liable to third parties for any possible electromagnetic radiation hazard or damage which may be caused by transmitters on the FAA facility.

- 6. The Lessee must provide adequate security for the Premises, which shall be subject to the review and approval of the FAA.
- 7. NOTICES. Notices may be sent to the following addresses:
  - (a) Federal Aviation Administration

Realty Specialist

Room 306

800 Independence Ave., SW

Washington, DC 20591

(b) Airports Director

San Carlos Airport,

620 Airport Drive Suite 10

San Carlos, CA 94070

with a copy to

San Mateo County Counsel

400 County Center, Sixth Floor

Redwood City, CA 94063

## **B. GENERAL CONDITIONS**

1. COMPLIANCE. Any use other than to extract and treat groundwater from the aquifer located beneath the Airport, including the including the installation and removal of any article or thing, shall be approved by the FAA prior to commencement of any installation

or future addition or installation work and shall be accomplished in a manner satisfactory to the FAA.

2. LAWS AND ORDINANCES. In the exercise of any privileges granted by this Lease, Lessee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

3. MAINTENANCE. Lessee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA and industry practices. Upon request, the Lessee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.

4. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no FAA property shall be destroyed, displaced, or damaged by the Lessee in the exercise of the privileges granted by this Lease without the prior written consent of the FAA. In such event, the Lessee shall, at the FAA's request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA.

5. INDEMNIFICATION. Lessee hereby agrees to indemnify, defend and save harmless, the FAA, its officers, agents and employees from:

- (a) Any and all claims and demands which may be made against the FAA, its officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Lessee or any of Lessee's contractors, agents, employees, or persons invited or allowed on the Premises by Lessee;
- (b) Liability for any and all damage to; or destruction of the property of the FAA, occupied or used by Lessee, caused by any act or omission, negligent or otherwise, of Lessee or any of Lessee's contractors, agents, employees or persons invited or allowed on the Premises by Lessee.

6. OPERATION. The Lessee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby permitted, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

7. RESTORATION. Upon termination of the use of this Lease, Lessee shall restore the Premises to the condition existing on the effective date of this Lease, reasonable wear and tear excepted, and repair any damage caused by its presence or use. Any personal property of Lessee installed or located on the Premises shall be removed. At the option of the FAA, the Premises may be required to be restored to its original condition upon thirty (30) days' written notice to the Lessee. If the Lessee fails to remove all structures and improvements, except those owned by the FAA, within a reasonable period, such structures and improvements shall become the property of the FAA. This, however, will not relieve Lessee of liability for the cost of their removal and the restoration of the Premises to a satisfactory condition, and hold Lessee liable for all costs if the Lessee fails to remove said structures and improvements and restore the Premises as directed by the FAA.

8. EXPENSE. Any cost, expense, or liability connected with, or in any manner incident to, the granting, exercise, enjoyment, or relinquishment of this Lease shall be assumed and discharged by the Lessee.

9. FUTURE REQUIREMENTS. The Lessee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.

10. ATTEMPTED VARIATION. There shall be no variation or departure from the terms of this Lease without prior written consent of the FAA.

11. SUBLEASE. This Lease shall run with the land and shall bind the Lessee and its successors in interest. The Lessee may sublease the Premises to the Montara Water and Sanitary District (District) or its successor, but to no other party without FAA prior written approval. If the County of San Mateo derives any revenue from the sublease to the District or from the District's use of the property, the FAA considers these revenues as an offset of the County of San Mateo's cost of Lease management. Any and all revenue proceeds from the sublease to the District or from the District's use of the property are to be considered Airport revenue and will be expended for the capital or operating costs of the Airport.

12. INSURANCE. All insurance required by this Lease shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A Certificate of Insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the FAA Representative prior to use of the Premises.

Lessee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Lease, it will deliver to the FAA's Representative a Certificate of

Insurance or a certified copy of each renewal policy to cover the same risks.

13. HAZARDOUS SUBSTANCES. The Lessee shall not store, release, or dispose of any hazardous substance on the FAA's property that is subject to this Lease. Hazardous substances are those substances designated by the Environmental Protection Agency which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the inspection or investigation of the subject site by FAA or by any other duly authorized Federal agency, and the contamination is determined by FAA to be a direct result of the Lessee's actions during the pendency of the leasehold, the Lessee agrees to pay for any and all cost(s) incurred to identify, evaluate and remediate the contamination.

14. ENVIRONMENTAL LIABILITY. In the exercise of any privileges granted by this Lease, Lessee is required to comply with environmental laws and regulations and exercise due diligence to prevent any negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater.) The Lessee shall comply with any use restrictions and use only the area designated in this Lessee. If any contamination or damage to property is found after the FAA's inspection/investigation, or the inspection/investigation by any other duly authorized Federal agency, and such damage or contamination is determine by FAA or other duly authorized governmental agency, to be a direct result of the Lessee's actions during the pendency of the leasehold, the Lessee agrees to pay for any and all cost(s) incurred to evaluate, clean up, and restore the damaged property.

### 15. NONDISCRIMINATION.

- (a) Lessee agrees that no person shall be discriminated against in connection with the use made by the Lessee of the Premises, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)).
- (b) Lessee shall obtain from each person or firm who, through contractual or other arrangements with the Lessee, provides services, benefits or performs work on the Premises, a written agreement whereby said person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Lessee as indicated above. Lessee shall furnish a copy of such agreement to the FAA.
- (c) The breach by the Lessee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of this Lease.

16. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit. 17. COVENANT AGAINST CONTINGENT FEES. The Lessee warrants that it has not employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this Lease or, in its discretion, to recover from the Lessee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Lessee upon contracts or sales secured or made through <u>bona fide</u> established commercial or selling agencies maintained by the Lessee for the purpose of securing business.

18. 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 lease contract price charged by the Lessor to the United States or in the lease contract price charged by a subcontractor to the Lessor or higher tier subcontractor.

19. CHANGE OF ADDRESS. In the case of change of address, the Lessee shall immediately notify the FAA.

20. BREACH. This Lease may be terminated and revoked upon breach of any conditions herein.

21. EFFECTIVE DATE. This Lease shall be effective on the date it has been fully executed by the parties hereto.

22. GOVERNING LAW. This Lease shall be governed by Federal Law.

### 23. CONTRACT DISPUTES

(a) 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:

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.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# UNITED STATES OF AMERICA

## DEPARTMENT OF TRANSPORTATION

## FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

Title: <u>Contracting Officer</u>

Date: \_\_\_\_\_

Exhibit 'A' Legal Description Montara Water and Sanitary District - Airport Well Sites San Mateo County, California

Those certain parcels of land situated in the County of San Mateo, State of California, more particularly described as follows:

Being a portion of that certain parcel of land known as Half Moon Bay Airport described in the deed to San Mateo County, recorded January 18, 1957, in Book 3161 of Official Records at Page 534, in the Office of the County Recorder of said San Mateo County, more particularly described as follows:

**Commencing** at a found chipped 6" x 6" "Division of Highways" concrete monument being South 38°25'31" West, 1.43 feet from a point on the westerly line of State Highway No. 1 at Engineer's Station 144+13.48 and being the beginning of a curve concave to the southwest having a radius of 4920.00 feet on the "D2" line as shown on the Caltrans Right-of-Way Record Map for District IV, County of San Mateo, Route 1, Section D, Sheet 8 of 16, Post Mile 33.7, said POINT OF COMMENCEMENT also being distant South 54°49'10" East, 2143.26 feet (shown as North 56°06'30" West, 2143.34 feet on said Right-of-Way Record Map) from Engineer's Station 165+56.82 as shown on said Caltrans Right-of-Way Record Map, Sheet 9 of 16, Post Mile 34.2, said point being also distant North 03°18'58" West, 2288.65 feet more or less from a National Geodetic Survey Monument "Moonport" (PID HT3700), a metal rod in a pipe sleeve at the end of Runway 30 at said Half Moon Bay Airport;

## Parcel One - "South Airport Well" Site

Thence from said POINT OF COMMENCEMENT South 41°56'42" East, 674.13 feet to the TRUE POINT OF BEGINNING;

thence South 52°38'56" East, 36.61 feet thence South 35°22'47" West, 19.50 feet; thence North 53°14'12" West, 36.95 feet; thence North 36°23'03" East, 19.87 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 723.67 square feet or 0.02 acres, more or less measured at ground level.

### Parcel Two - "North Airport Well" Site

Thence from said POINT OF COMMENCEMENT South 05°39'52" West, 75.82 feet to the TRUE POINT OF BEGINNING;

. .....)

thence South 51°17'36" East, 70.67 feet thence South 38°26'06" West, 10.95 feet; thence North 51°37'02" West, 54.91 feet; thence North 50°37'06" West, 16.00 feet; thence North 39°41'36" East, 11.07 feet to the **TRUE POINT OF BEGINNING**.

.....)

Containing an area of 787.00 square feet or 0.02 acres, more or less measured at ground level.

### <u>Parcel Three – "Airport Well No. 3" Site</u> Thence from said POINT OF COMMENCEMENT North 61°43'21" West, 415.41 feet to the TRUE POINT OF BEGINNING;

thence South 32°46'01" West, 11.38 feet thence North 55°06'43" West, 19.31 feet; thence North 54°47'06" West, 39.84 feet; thence North 36°01'57" East, 11.56 feet; thence South 54°42'57" East, 58.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 676.59 square feet, or 0.02 acres, more or less measured at ground level.

#### **End of Description**

Bearings and distances used in this description and its accompanying plats are based on the California Coordinate System, Zone III, North American Datum of 1983. All distances in this description are ground distances.

This description was prepared pursuant to Section 8726 of the Business and Professions Code of the State of California by or under the supervision of:

Date: <u>April 11, 2007</u>

Michael A. Cusick, L.S. 7885 License expires 03/31/2009



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Exhibit 'A' Legal Description Montara Water and Sanitary District Access and Pipeline Easements at Airport Well Sites San Mateo County, California

An easement for access and pipeline over all that certain parcel of land situated in the County of San Mateo, State of California, more particularly described as follows:

Being a portion of that certain parcel of land known as Half Moon Bay Airport described in the deed to San Mateo County, recorded January 18, 1957, in Book 3161 of Official Records at Page 534, in the Office of the County Recorder of said San Mateo County, more particularly described as follows:

Commencing at a found chipped 6" x 6" "Division of Highways" concrete monument being South 38°25'31" West, 1.43 feet from a point on the westerly line of State Highway No. 1 at Engineer's Station 144+13.48 and being the beginning of a curve concave to the southwest having a radius of 4920.00 feet on the "D2" line as shown on the Caltrans Right-of-Way Record Map for District IV. County of San Mateo, Route 1, Section D, Sheet 8 of 16, Post Mile 33.7, said POINT OF COMMENCEMENT also being distant South 54°49'10" East, 2143.26 feet (shown as North 56°06'30" West, 2143.34 feet on said Right-of-Way Record Map) from Engineer's Station 165+56.82 as shown on said Caltrans Right-of-Way Record Map, Sheet 9 of 16, Post Mile 34.2, said point being also distant North 03°18'58" West, 2288.65 feet more or less from a National Geodetic Survey Monument "Moonport" (PID HT3700), a metal rod in a pipe sleeve at the end of Runway 30 at said Half Moon Bay Airport; thence from said POINT OF COMMENCEMENT North 38°25'31" East, 1.43 feet to a point on said westerly line of State Highway No. 1 and the beginning of a curve concave to the southwest, having a radius of 4920.00 feet, and whose center bears South 35°08'33" West; thence along said westerly line and arc of said curve, deflecting to the right, through a central angle of 05° 02' 36" for an arc distance of 433,07 feet to the TRUE POINT OF BEGINNING:

#### Access Easement to Airport Well Sites

A strip of land for the purpose of maintaining and accessing the well sites over and across the lands thereon being 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

**Thence** from said **TRUE POINT OF BEGINNING** and leaving said westerly line, South 26°49'51" West, 21.11 feet to a point hereinafter referred to as <u>Point 'A'</u>;

**thence** South 26°49'51" West, 200.36 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 35.50 feet, and whose center bears South 72°53'10" East;

**thence** along the arc of said curve, deflecting to the left, through a central angle of 98°21'13" for an arc distance of 60.94 feet;

**thence tangent** there from South 81°14'23" East, 30.60 feet to the beginning of a non-tangent curve concave northerly, having a radius of 260.52 feet, and whose center bears North 04°56'47" East;

**thence** along the arc of said curve, deflecting to the left, through a central angle of 05°34'09" for an arc distance of 25.32 feet;

**thence** non-tangent from said curve South 88°42'30" East, 57.37 feet to the beginning of a non-tangent curve concave southerly, having a radius of 100.00 feet, and whose center bears South 00°07'44" East from said beginning;

**thence** along the arc of said curve, deflecting to the right, through a central angle of 28°52'10" for an arc distance of 50.39 feet;

thence non-tangent from said curve South 53°14'12" East, 36.28 feet to the end of said centerline.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate at right angles to the said described centerline, except at the TRUE POINT OF BEGINNING, said sidelines of said strip of land shall be lengthened or shortened so as to terminate in the said westerly line of State Highway No. 1.

**Thence** beginning at <u>Point 'A'</u> as described above, also being the beginning of a curve concave northerly, having a radius of 35.00 feet,

**thence** along the arc of said curve, deflecting to the right, through a central angle of 101°52'33" for an arc distance of 62.23 feet;

thence tangent therefrom North 51°17'36" West, 616.16 feet;

thence North 54°42'07" West, 254.78 feet to the end of said centerline.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate at right angles to said centerline.

**TOGETHER WITH** a Pipeline Easement 10.00 foot wide, lying 5.00 feet on each side of the following described centerline:

**Thence** from said **POINT OF COMMENCEMENT** North 62°58'43" West, 432.53 feet to the **TRUE POINT OF BEGINNING**;

thence South 33°37'18" West, 68.61 feet.

The sidelines of said strip of land shall be lengthened or shortened at the southwesterly ends so as to terminate in the northwest line of that certain reservation for a perpetual water line easement described in the deed from the United States of America to the County of San Mateo, recorded May 25, 1948, in Book 1521 of Official Records at Page 1 in the Office of the County Recorder of said San Mateo County.

#### End of Description

Bearings and distances used in this description and its accompanying plats are based on the California Coordinate System, Zone III, North American Datum of 1983. All distances in this description are ground distances.

This description was prepared pursuant to Section 8726 of the Business and Professions Code of the State of California by or under the supervision of:

Date: ()p1 ( 19, 200)

Michael A. Cusick, L.S. 7885 License expires 03/31/2009









