

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager – Approve Lease Agreement with the Federal Aviation Administration (FAA) to renew existing Lease for Medium Intensity Approach Light System with Runway Indicator Lights

RECOMMENDATION

Recommendation of the City Manager that the City Council approve a Lease Agreement by and between the City of Torrance and the Federal Aviation Administration for Lease number DTFAWP-04-L-23102 MALSR, Runway 29R; Medium Intensity Approach Light System with Runway Indicator Lights at Torrance Municipal Airport Zamperini Field.

FUNDING

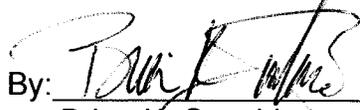
None required for this action.

BACKGROUND/ANALYSIS

The Lease is for the Runway Alignment indicator lights at the airport. The light system is located along the runway and is used as a guide for approach and landing of aircraft.

The Lease allows for the continued use and maintenance by the FAA. The original Lease expired September 30, 2003 and has been on holdover, the FAA has requested that a new Lease be adopted and that the effective date be retroactive to October 1, 2003. The new term, if approved, runs through September 30, 2023.

Respectfully submitted,
LeROY J. JACKSON

By: 

Brian K. Sunshine
Land Management Team, Chair

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A. DTFAWP-04-L-23102
- B. Holdover Agreement
- C. Original Lease

FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation

Lease No.: DTFAWP-04-L-23102
Facility: MALSR, Runway 29R
Torrance, CA

LAND LEASE ON-AIRPORT

Between

CITY OF TORRANCE

and

THE UNITED STATES OF AMERICA

THIS LEASE is hereby entered into by City of Torrance
whose address is:
3031 Airport Drive
Torrance, CA 90505

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 Legal Description On Page 2.

LEGAL DESCRIPTION

MEDIUM INTENSITY APPROACH LIGHTING SYSTEM WITH RUNWAY ALIGNMENT INDICATOR LIGHTS (MALSR), RUNWAY 29R TORRANCE, CA

That portion of Lot 1, Tract 9765, in the City of Torrance, County of Los Angeles, State of California as per map recorded in Book No. 170, Pages 10, 11 and 12 of Maps, Records of said County, more particularly described as follows:

Beginning at a point perpendicularly distant seventy (70) feet westerly from the centerline of Crenshaw Boulevard, 100 feet wide, as said Boulevard existed on December 21, 1955, and perpendicularly distant sixty (60) feet Southerly from the Northerly line of Lot 1 in Tract No. 9765; thence North $62^{\circ} 50' 50''$ West, parallel to the Northerly line of said Lot 1, a distance of 2360 feet; thence South $27^{\circ} 09' 10''$ West, 401.10 feet; thence North $51^{\circ} 45' 55''$ West, 210.53 feet; thence South $38^{\circ} 14' 05''$ West, 490.00 feet, more or less to a point on the centerline of an existing Main Runway 150 feet wide located at the Municipal Airport of the City of Torrance; thence South $51^{\circ} 45' 55''$ East along the centerline of said existing Main Runway a distance of 1,250.00 feet to the true point of beginning; thence North $38^{\circ} 14' 05''$ East, 200.00 feet; thence South $51^{\circ} 45' 55''$ East, 1,600.00 feet; thence South $38^{\circ} 14' 05''$ West, 190.00 feet; thence South $51^{\circ} 45' 55''$ East, 599.56 feet to a point on the Westerly line of said Crenshaw Boulevard described above; thence South $0^{\circ} 04' 00''$ East, along said westerly line a distance of 25.49 feet; thence North $51^{\circ} 45' 55''$ West 615.36 feet; thence South $38^{\circ} 14' 05''$ West, 190.00 feet; thence North $51^{\circ} 45' 55''$ West, 1,600.00 feet; thence North $38^{\circ} 14' 05''$ East, 200.00 feet to the true point of beginning.

SEE ATTACHMENT 1 (CITY IDENTIFICATION NO. 544 of July 27, 1978)

(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, 2003** and continuing through **September 30, 2023**, 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 30 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 **MALSR** facilities. 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 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 **MALSR** facilities.

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

- (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. The following are attached and made a part hereof: **Attachment 1- City Identification No. 544; Attachment 2- MALSR Lease Layout.**

18. NOTICES (10/96)

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

TO LESSOR: CITY OF TORRANCE
3031 AIRPORT DRIVE
TORRANCE, CA 90505

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

19. LEASE SUCCESSION (08/02)

This lease supersedes lease No. DTFA08-82-L-10370 and all other previous agreements between the parties for the leased property described in this document.

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

LESSOR

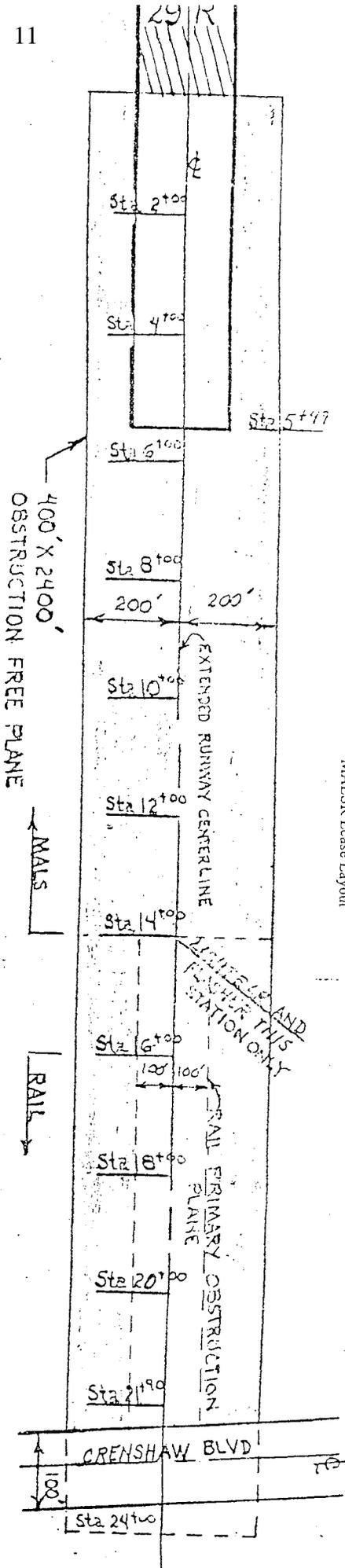
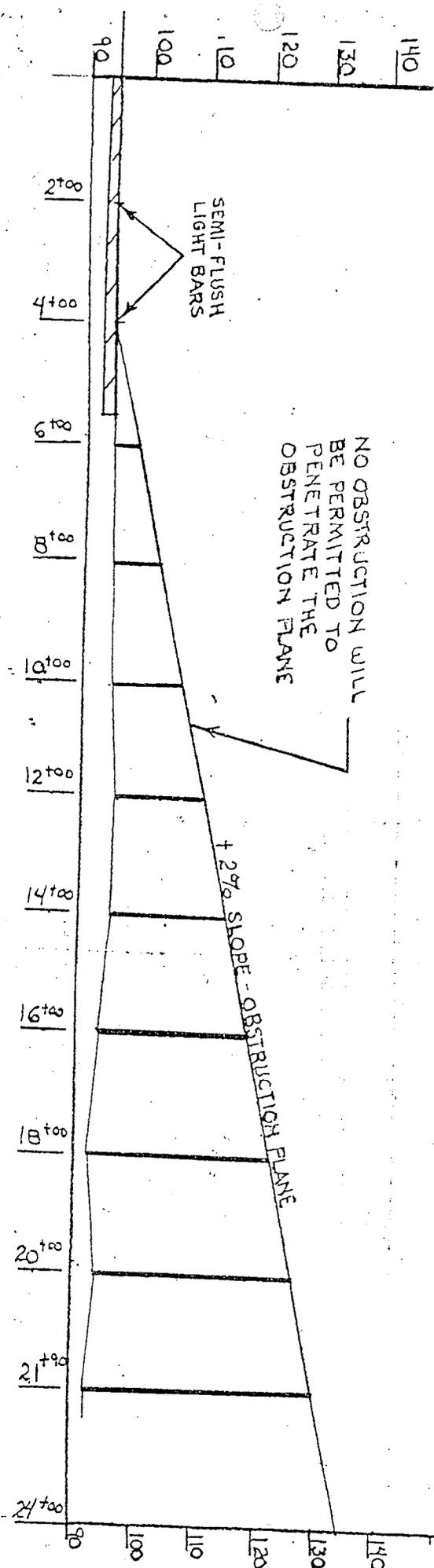
UNITED STATES OF AMERICA

(Signature)

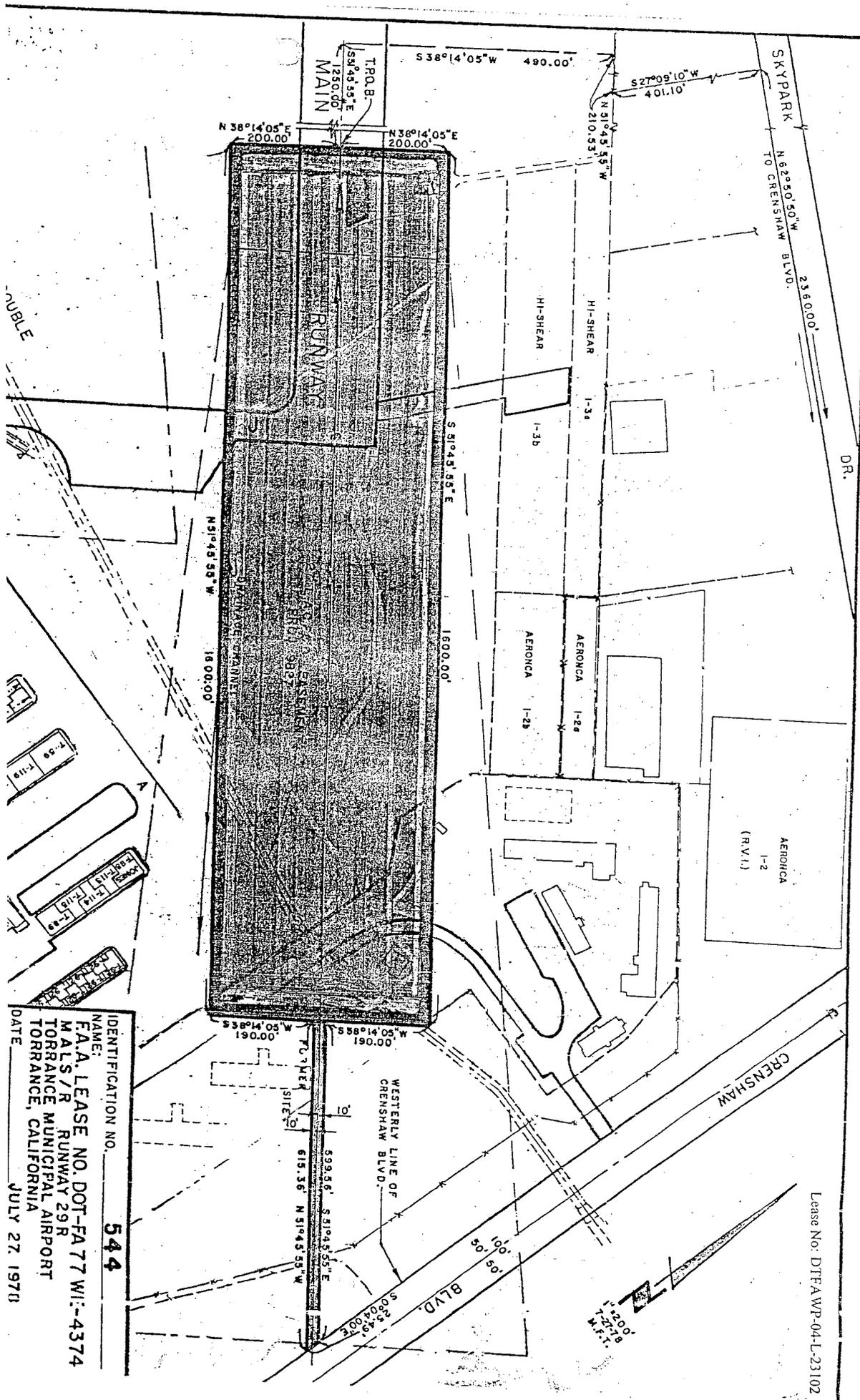
(Signature)

(Official Title)

(Official Title)



MALSIR Lease Layout



IDENTIFICATION NO. **544**
 NAME: F.A.A. LEASE NO. DOT-FA 77 WIL-4374
 M.A.L.S./R. RUNWAY 29R
 TORRANCE MUNICIPAL AIRPORT
 TORRANCE, CALIFORNIA
 DATE: JULY 27, 1976

Lease No: DTFAWP-04-L-23102



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

Federal Aviation Administration
Western-Pacific Region

OFFICE OF THE
CITY MANAGER

15000 Aviation Boulevard
Lawndale, CA 90261

07 AUG 27 AM 9:36

August 22, 2007

Mr. Brian Sunshine
Assistant City Manager
City Of Torrance
3031 Torrance Boulevard
Torrance, CA 90509

Re: Lease No. DTFA08-82-L-10370

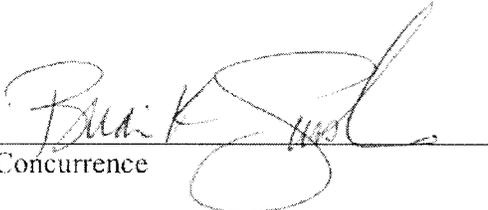
The above-referenced lease has already been expired as of September 30, 2003. Since the Lease Renewal has not been fully executed and the FAA cannot operate without the benefits of the lease; therefore, we would like to place the above lease on Holdover status until the Lease No. DTFAWP-04-L-23102 is fully executed.

Please sign below as your concurrence. If you have any further questions or concerns, please do not hesitate to call me at (310) 725 – 7532 or via email at Michael.CTR.Tucker@faa.gov

Thank you in advance for your understanding and support in this matter.

Sincerely,

Michael J. Tucker


Concurrence

9-7-2007
Date

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Lease No.: DTFA08-82L-10370
MALS/R Runway 29R
Torrance, CA

LEASE

between

CITY OF TORRANCE

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this 30th day of December
in the year one thousand nine hundred and eighty-one
by and between The City of Torrance

whose address is 3031 Torrance Boulevard
Torrance, CA 90503

for itself and its ~~heirs, executors, administrators,~~ successors, and
assigns, hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

1. For the term beginning December 15, 1981 and ending September 30, 1982 the Lessor hereby leases to
the Government the following described property, hereinafter called the premises, viz:

See Page 1A for LEGAL DESCRIPTION.

C-2081

NO
PR
ON
FILE

LEGAL DESCRIPTION

That portion of Lot 1, Tract 9765, in the City of Torrance, County of Los Angeles, State of California as per map recorded in Book No. 170, Pages 10, 11 and 12 of Maps, Records of said County, more particularly described as follows:

Beginning at a point perpendicularly distant seventy (70) feet westerly from the centerline of Crenshaw Boulevard, 100 feet wide, as said Boulevard existed on December 21, 1955, and perpendicularly distant sixty (60) feet Southerly from the Northerly line of Lot 1, in Tract No. 9765; thence North $62^{\circ} 50' 50''$ West, parallel to the Northerly line of said Lot 1, a distance of 2360 feet; thence South $27^{\circ} 09' 10''$ West, 401.10 feet; thence North $51^{\circ} 45' 55''$ West, 210.53 feet; thence South $38^{\circ} 14' 05''$ West, 490.00 feet, more or less to a point on the centerline of an existing Main Runway 150 feet wide located at the Municipal Airport of the City of Torrance; thence South $51^{\circ} 45' 55''$ East along the centerline of said existing Main Runway a distance of 1,250.00 feet to the true point of beginning; thence North $38^{\circ} 14' 05''$ East, 200.00 feet; thence South $51^{\circ} 45' 55''$ East, 1,600.00 feet; thence South $38^{\circ} 14' 05''$ West, 190.00 feet; thence South $51^{\circ} 45' 55''$ East, 599.56 feet to a point on the Westerly line of said Crenshaw Boulevard described above; thence South $0^{\circ} 04' 00''$ East, along said westerly line a distance of 25.49 feet; thence North $51^{\circ} 45' 55''$ West 615.36 feet; thence South $38^{\circ} 14' 05''$ West, 190.00 feet; thence North $51^{\circ} 45' 55''$ West, 1,600.00 feet; thence North $38^{\circ} 14' 05''$ East, 200.00 feet to the true point of beginning.

SEE ATTACHMENT 1 (CITY IDENTIFICATION NO. 544 of July 27, 1978)

Lease No.: DTFA08-82L-10370

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and 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 by metes and bounds, 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 air navigation and telecommunications 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, 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.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; *PROVIDED*, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 2002; ~~AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.~~

3. The Government shall pay the Lessor rental for the premises ~~in the amount of~~ 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 for the term set forth in Article 1 above, and

without cost

for each annual renewal exercised by the Government hereafter. ~~Payments shall be made in arrears at the end of each without the submission of invoices or vouchers.~~

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 60 days notice in writing to the Lessor, ~~and no rental shall accrue after the effective date of termination.~~ Said notice shall be sent by certified or registered mail. ~~The Lessor may terminate this lease, in whole or in part, at any time by giving at least 60 days notice in writing to the Lessee. Said notice shall be sent by certified or registered mail.~~

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least 30 days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under

Lease No.: DTFA08-82L-10370

this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by nature elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. ~~Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.~~

~~6. (a) Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under the Lease which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary; or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessor shall proceed diligently with the performance of the Lease and in accordance with the Contracting Officer's decision.~~

~~(b) This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; PROVIDED, That nothing in the Lease shall be construed as making final the decision of any administrative official, representative, or board on a question of law.~~

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

To the Government: DOT/Federal Aviation Administration
Real Property & Utilities Section, AWP-56A
P.O. Box 92007, World Way Postal Center
Los Angeles, CA 90009

Lease No.: DTFA08-82L-10370

10. This lease is subject to the addition provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

A. Irrelevant wording in the first paragraph and in Articles 2, 3, 4 and 5 was deleted; Article 6 was deleted in its entirety; Advisory Circular No. 150/5300-7B dated 8 Nov 72 and Attachments 1 and 2 were added prior to execution of this lease.

B. In the event the relocation, replacement or modification of FAA air traffic control and air navigation facilities or components thereof are made necessary by airport improvement or changes, the Lessor agrees to the provisions of FAA Advisory Circular No. 150/5300-7B dated November 8, 1972, attached hereto and made a part hereof.

C. The Lessor shall be responsible for obstruction control over airport property as set forth in Attachment 2 attached hereto and made a part hereof.

D. The Government shall indemnify and save harmless the Lessor for and against all claims for compensatory and money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office, or employment under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28 USC 2671 et seq.) as now or hereafter amended. The Lessor shall furnish the Government with reasonable notice of any claim made against the Government.

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

CITY OF TORRANCE

As the holder of a mortgage, dated

....., recorded in Liber

....., pages

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

(Mortgagee)

By [Signature] (Lessor)

Title MAYOR (Lessor)

~~BY~~ (Lessor)

~~XXXXXX~~ ATTEST: (Lessor)

By [Signature] (Lessor)
City Clerk

DOT/FEDERAL AVIATION ADMINISTRATION
THE UNITED STATES OF AMERICA

By [Signature]
ELIZABETH M. ROLLINS

Title Contracting Officer

Date January 12, 1982

APPROVED AS TO FORM:
FANLEY E. REMELMEYER, City Attorney

[Signature]