

John Woodlief
FEDERAL AVIATION AGENCY

Lease No.: FA64WE-10002
Riverside, California
ATCT and RT

LEASE

between

THE CITY OF RIVERSIDE

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 3rd day of March
in the year one thousand nine hundred and sixty-four

by and between The City of Riverside
whose address is City Hall
Riverside, California

for it and its heirs, assigns, 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:

2. The lessor hereby leases to the Government the following described property, hereinafter
called the premises, viz:

Parcel 1, ATCT Site:

From the west & corner of Section 32, T-2-S, R-5-W; thence S 0° 27' 03" W,
244 feet to a point; thence S 13° 43' 22" W, 596.53 feet to a point on
the centerline of Runway No. 9-27; thence along said runway centerline
N 76° 16' 38" W, 938.32 feet to a point; thence S 13° 43' 22" W, 542.5
feet to the point of beginning; thence S 13° 43' 22" W, 150 feet to a
point; thence S 76° 16' 38" E, 150 feet to a point; thence N 13° 43' 22"
E, 150 feet to a point; thence N 76° 16' 38" W, 150 feet to the point
of beginning; comprising 0.52 acres more or less. Bearings based on the
California State Coordinate System.

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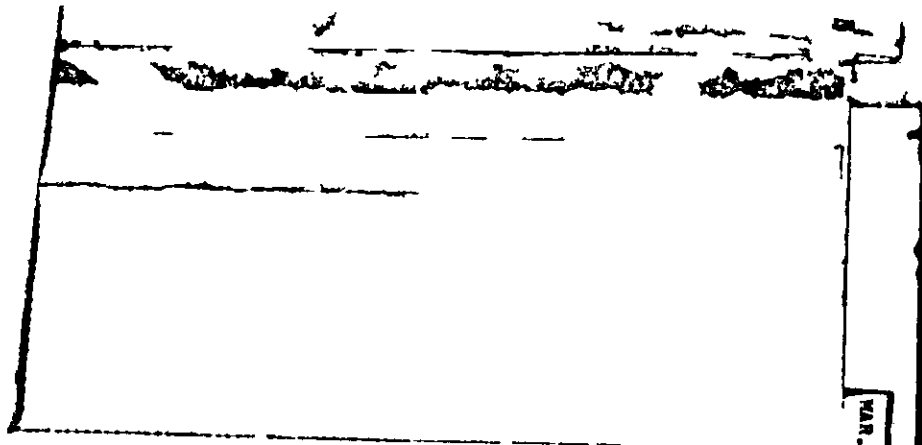
At Tower Site

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FEDERAL AVIATION



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Together with a right-of-way for ingress and egress to and 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 rights-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 hereinafter described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government;

And the right of grading, conditioning, 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.

And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures 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 termination of this lease or within 90 days thereafter by or on behalf of the Government, or its grantees or purchasers of said fixtures, additions, structures, or signs. In further, upon termination or expiration of this lease the Government shall not be obligated to restore the premises.

3. To HAVE AND To HOLD the said premises with their appurtenances for the term beginning February 1, 1964 and ending with June 30, 1964

4. The Government shall pay the lessor, for the premises, rent at the following rate for the term set forth in Article No. 3 above:

ONE DOLLAR AND NO/100 (\$1.00)

Payment shall be made at the end of each Government Fiscal Year in arrears without the submission of invoices or vouchers.

5. This lease may, at the option of the Government, be renewed from year to year at an annual rental of \$ 1.00 (ONE AND NO/100 DOLLARS) 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 year unless the Government gives 30 days' 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 June 30 2014 AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

6. 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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

7. This lease is subject to the additional provisions which are set forth on the attachment, initialed by the parties hereto, and made a part hereof, identified as follows:

Rider to accompany lease containing Articles 2, and 8 to 10, inclusive, and Rider to accompany lease containing Articles 11 and 12.

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

As the holder of a mortgage, dated

..... recorded in

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..... 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.

.....
Mortgage.

THE CITY OF RIVERSIDE

By: *E. J. Sales*
Title: Mayor Lessor.

Attest: *Virginia J. Strickland*
City Clerk Lessor.

..... Lessor.

..... Lessor.

..... Lessor.

THE UNITED STATES OF AMERICA,
FEDERAL AVIATION AGENCY

DATE OF SIGNATURE: March 13, 1964

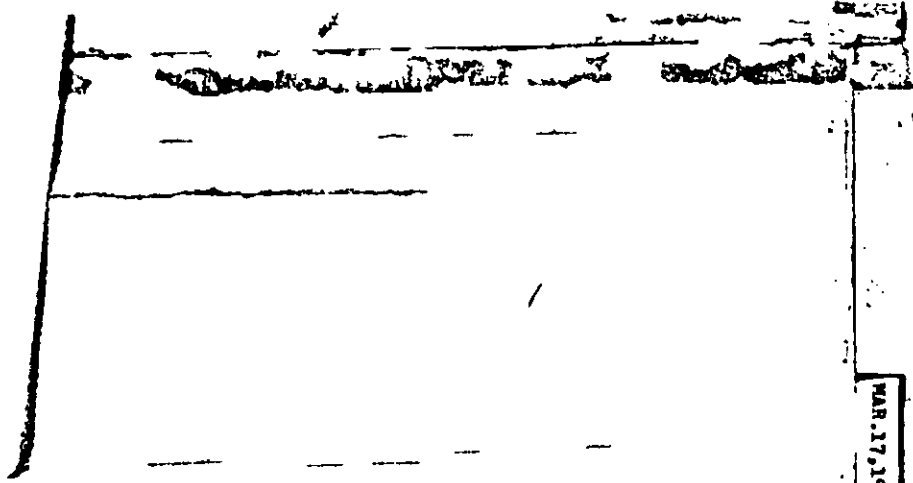
By: *F. Thompson*
F. Thompson, Contracting Officer

(If the lessor is a corporation, appropriate certificate shall be executed by the secretary or assistant secretary in the space provided below. Also, if acknowledgment by notary is required, such may be inserted in the space provided below.)

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Rider to Accompany Lease FA64WE-10002

2. (Continuation)

Parcel 2, RT Site:

From the west $\frac{1}{2}$ corner of Section 32, T-2-S, R-5-W, thence S 0° 27' 03" W, 44.00 feet along the section line to the point of beginning; thence continuing S 0° 27' 03" W, 200 feet to a point; thence S 89° 59' 42" E, 230 feet to a point; thence N 0° 27' 03" E, 200 feet to a point; thence N 89° 59' 42" W, 230 feet to the point of beginning, comprising 1.05 acres more or less. Bearings based on the California State Coordinate System.

8. Lessor further agrees that the Government shall have the right to install in and upon leased premises and adjoining lands of the Lessor any and all necessary antennas, control and power cables needed for the operation of the Air-Traffic Control Tower and the Remote Transmitter facility to be built upon the leased premises.
9. Since the emission of radio signals within a radius of 1000 feet of a Remote Transmitter facility is likely to cause Signal Interference and endanger the safety of aircraft which are depending upon said Remote Transmitter for communications with the Control Tower, the Lessor agrees it will not authorize or allow any electrical equipment or radio transmitters, which would interfere with the proper operation of the Remote Transmitter facility located on Parcel 2 leased herein, to be constructed or installed on property of the Lessor within a 1000' radius from the center of the Remote Transmitter facility without the written consent of the Federal Aviation Agency. If, in event such construction or installation is authorized and there is any such interference, then upon the request of the Federal Aviation Agency the Lessor shall immediately remove said interference.
10. Since the presence of pole lines, structures or other obstructions could interfere with the proper operation of the Air Traffic Control Tower situated on Parcel 1 herein leased, Lessor agrees that it shall not authorize or allow any permanent structures, electrical equipment or radio transmitters to be constructed or installed upon any of the land except those authorized in Part 77 of the Federal Air Regulations and the Master Plan for the Airport approved by the Federal Aviation Agency, dated November 21, 1962.

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Lessor's Initials

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Rider to Accompany Lease YA64NE-10002

11. 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 percentage, brokerage, or contingent fee, excepting 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 the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
12. The Government shall have the right to hook into and connect to the City's ^{ERS} ~~water~~ and sewage lines without charge for connection or usage of ~~water~~ ^{ERS} sewage system.

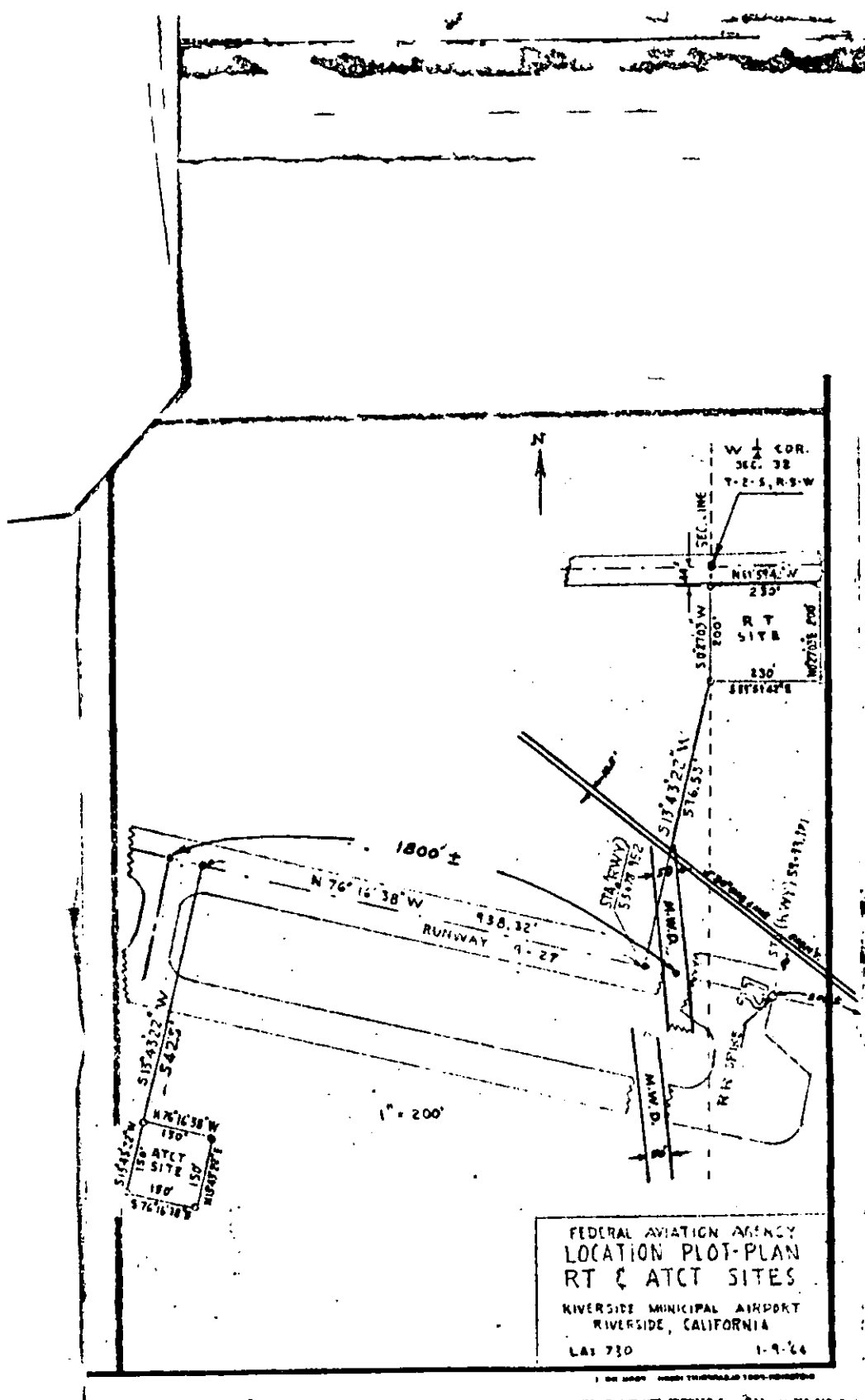
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Lessor's Initials

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FEDERAL AVIATION AGENCY
 LOCATION PLOT-PLAN
 RT & ATCT SITES
 RIVERSIDE MUNICIPAL AIRPORT
 RIVERSIDE, CALIFORNIA
 LAY 730 1-9-64

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