



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4518 (203)796-8043 FAX

March 14, 2008

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: FAA leases
ASOS and Localizer/DME

Dear Mayor and Council Members:

Please find enclosed two proposed leases of airport land requested by the FAA, delivered to the attention of Airport Administrator Paul Estefan. These two leases continue prior arrangements relating to navigational aids that have been in place at Danbury Municipal Airport for many years. The first is a lease of space for facilities associated with the automated surface observation system (ASOS) which monitors weather conditions at the airport. The second lease involves the use of airport land for localizer and distance measurement equipment (DME) located south of 8-26 runway, which is a critical component of instrument approaches to runway 8.

Please consider this matter in the usual fashion and as part of your deliberations, please obtain a report from the planning commission pursuant to the provisions of C.G.S. sec. 8-24.

Mr. Estefan will be available to answer the more detailed questions about these leases in the event that is found necessary.

If you have any questions, please feel free to contact me.

Sincerely,

Laszlo L. Pinter
Deputy Corporation Counsel

cc: Paul D. Estefan, Airport Administrator

FAA leases ltr

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11-

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASSACHUSETTS 01803

LEASE NO: DTFANE-07-L-00054
FACILITY: AUTOMATED SURFACE OBSERVING SYSTEM (ASOS)
LOCATION: DANBURY MUNICIPAL AIRPORT
DANBURY, CONNECTICUT

LEASE BETWEEN

THE CITY OF DANBURY

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____ in the year two thousand and seven by and between THE CITY OF DANBURY, whose address is 155 Deer Hill Avenue, Danbury, CT 06810 and whose interest in the property hereinafter described is that of owner, 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 on September 1, 2007 and ending on September 30, 2008. The Lessor hereby leases to the Government the properties described in **Exhibit "A"** which is attached hereto and made a part hereof.

(a). 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/or telecommunications lines to the premises, all height of which will be limited by and remain clear of current approach surfaces and approach surfaces to be required during the time of the agreement, 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 by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government;

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(b). The right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and removal of all obstructions from the premises which may constitute a hindrance to the establishment and to the maintenance of Government facilities.

(c). 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 alteration, fixtures, additions, structures and 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 2017**. The Government may terminate this lease, in whole or in part, at any time by giving at least one hundred eighty (180) days notice in writing to the Lessor.

3. 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. The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facility covered by this Lease during its term or any renewal thereof made necessary by airport improvement 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 relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibilities shall be determined by the Government on a case by case basis. The conditions herein stated do not preclude the Lessor from applying for assistance under the Airport Improvement Program.

5. 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 to have remediated, at its sole cost, any and all other hazardous substances 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.

6. If the Lessor sells or otherwise conveys to another party any interests in the land or any portion of the land which is affected by this Lease (including the site, rights-of-way thereto and any areas contained in this Lease), it should immediately advise the Government of the date of the transfer and of the address of the new owner or the new owner's representative. The Government's rights hereunder shall no be affected by any sale or conveyance.

7. Lands contained within the restrictive easement described in Exhibit "A" must be protected as follows: No strobe lights within the easement; within 100 feet of the center point, no vegetation greater than 10 inches; within 500 feet of the center point, no objects greater than 20 feet above ground level. From between 500 feet and 1000 feet from the center point, no objects greater than 45 feet above ground level.

8 Officials Not to Benefit. No member of or delegates 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.

9 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 or 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.

10. Anti-Kickback. The Anti-Kickback 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 to higher tier subcontractor.

11. This Lease incorporates the following clause attached hereto and made a part hereof.

1) Protests and Disputes

12. The Lessor grants to the Government the right to utilize any existing power lines, conduits or other facilities of the Lessor which are adaptable to use in connection with the purpose of this covenant.

13. All notices sent to the parties under this Lease shall be addresses as written below. Written notice will be submitted to the other party when a change in that shown occurs:

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TO THE LESSOR:

The City of Danbury
155 Deer Hill Ave
Danbury, CT 06810

TO THE GOVERNMENT:

Department of Transportation
Federal Aviation Administration
Attn: Realty Contracting Officer
12 New England Executive Park
Burlington, MA 01803

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

THE CITY OF DANBURY

UNITED STATES OF AMERICA

BY _____

BY _____

Marilyn Gail Cook

TITLE _____

TITLE Realty Contracting Officer

DATE _____

DATE _____

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I, _____, certify that I am the _____ of the

(State, county, Municipality or other Authority)

Named in the forgoing agreement; that _____ who signed Lease No.

DTFANE-07-L-00054 on behalf of _____ was

then _____ of said _____ that said agreement was

duly signed for in behalf of said _____ by authority of its

governing body and is within the scope of its powers.

(Signature)

(Corporate Seal)

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EXHIBIT "A"

PROPERTY DESCRIPTION

AUTOMATED SURFACE OBSERVING SYSTEM (ASOS) FOR

DANBURY MUNICIPAL AIRPORT

DANBURY, CT

**AUTOMATED SURFACE OBSERVING SYSTEM
PROPERTY DESCRIPTION**

FROM A POINT MARKING THE INTERSECTION OF THE RUNWAY 17 THRESHOLD AND THE RUNWAY 17-35 CENTERLINE, PROCEED S 00° 16' 42.28" E, 1523.5 FEET TO A POINT MARKING THE POINT OF BEGINNING (P.O.B.) OF THE ASOS FACILITY SITE:

- THENCE PROCEED S13° 30' W, 40.0 FEET TO A POINT;
- THENCE PROCEED N76° 30' W, 70.0 FEET TO A POINT;
- THENCE PROCEED N13° 30' E, 40.0 FEET TO A POINT;
- THENCE PROCEED S76° 30' E, 70.0 FEET TO THE POINT MARKING THE POINT OF BEGINNING OF THE ASOS FACILITY

SAID PLOT CONTAINS 0.07 ACRES (2800 SQUARE FEET) OF LAND, MORE OR LESS.

PROPERTY IS LOCATED ON DANBURY MUNICIPAL AIRPORT.
ALL BEARINGS ARE TRUE.

**AUTOMATED SURFACE OBSERVING (ASOS)
RESTRICTIVE EASEMENT**

FROM A POINT MARKING THE CENTER OF THE LEASED PLOT (WHICH IS THE CENTER OF THE COMBINED SENSOR GROUP), FORMING A COMPLETE CIRCLE, THE FOLLOWING RESTRICTIONS, WITH THEIR STATED RADIUS, SHALL BE PROTECTED.

1. WITHIN 1000 FOOT RADIUS, NO STROBE LIGHTS.
2. WITHIN 500 FOOT RADIUS, NO OBJECT GREATER THAN 15 FEET ABOVE LEASED PLOT ELEVATION.
3. WITHIN 100 FOOT RADIUS, NO VEGETATION GREATER THAN 10 INCHES HIGH.

SAID PARCEL CONTAINS 72.12 ACRES MORE OR LESS OF LAND BEING LOCATED IN THE CITY OF DANBURY, STATE OF CONNETICUT.

PROTEST AND DISPUTES

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Protest And Disputes: (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 14C.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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and;
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(e) Office of Disputes Resolution for Acquisition, AGC-70,
Federal Aviation Administration
800 Independence Ave., S.W., Room 323
Washington, D.C. 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASSACHUSETTS 01803

LEASE NO: DTFANE-07-L-00056
FACILITY: LOCALIZER/DME, R/W 8
LOCATION: DANBURY MUNICIPAL AIRPORT
DANBURY, CONNECTICUT

LEASE BETWEEN
THE CITY OF DANBURY
AND

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____ in the year two thousand and seven by and between the **THE CITY OF DANBURY**, whose address is 155 Deer Hill Avenue, Danbury, CT 06813 for itself and its heirs, executors, administrators, successors, and assigns, hereinafter referred to as 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 on **October 1, 2007** and ending on **September 30, 2008**. The Lessor hereby leases to the Government the properties described in **Exhibit "A,B,C,D, E and F"** which is attached hereto and made a part hereof.
2. The following additional rights will be granted to the Government with prior written approval of the Lessor, which shall not be unreasonably withheld:

(a). 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/or telecommunications lines to the premises, all height of which will be limited by and remain clear of current approach surfaces and approach surfaces to be required during the time of the agreement, 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 by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government;

(b). The right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and removal of all obstructions from the premises which may constitute a hindrance to the establishment and to the maintenance of Government facilities.

(c). 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 alteration, fixtures, additions, structures and signs.

3. 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 2017**. The Government may terminate this lease, in whole or in part, at any time by giving at least one hundred eighty (180) days notice in writing to the Lessor.

4. 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. Lands contained within the restrictive easement described in Exhibit "A through F must be protected according to Exhibit "A through F.

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6. The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facility covered by this Lease during its term or any renewal thereof made necessary by airport improvement 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 relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibilities shall be determined by the Government on a case by case basis. The conditions herein stated do not preclude the Lessor from applying for assistance under the Airport Improvement Program.

7. 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 to have remediated, at its sole cost, any and all other hazardous substances 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. The Lessor 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 covenant.

9. In order to insure the continuing proper operation of the Localizer, the Lessor agrees that in the restrictive easement cited in Exhibit "F" not to erect or allow to be erected any structure of any kind or nature nor to perform or allow to be performed any excavation, grading, or planting operations within these areas, without the prior concurrence of the Government.

The Lessor further agrees not to permit the presence of parked aircraft, vehicles or equipment within the restrictive easement, or of free-moving aircraft or vehicles within the restrictive easement which are not under the control of tower personnel when the facilities are in operation. The Lessor agrees to provide and maintain no-parking signs within these areas, when required.

In the event of natural erosion, the Lessor agrees to perform corrective grading, planting and excavation within the restrictive easement. Such work shall be accomplished during a period which is mutually agreeable to both Lessor and Lessee.

The Lessor further agrees to provide and maintain markings, as required, on all paved areas to delineate the limits of the critical area.

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10. Officials Not to Benefit. No member of or delegates 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.

11. 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 or 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.

12. Anti-Kickback. The Anti-Kickback 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 to higher tier subcontractor.

13. This Lease incorporates the following clause attached hereto and made a part hereof:

(a) Protests and Disputes

14. This lease supersedes Lease No. DTFA12-87-L-R1825 in it's entirety.

15. The right of ingress and egress and the right-of-way herein granted shall insure to the benefits of the Government and its duly authorized agents, representatives, contractors, and employees.

16. All notices sent to the parties under this Lease shall be addresses as written below. Written notice will be submitted to the other party when a change in that shown occurs:

TO THE LESSOR:

**The City of Danbury
155 Deer Hill Avenue
Danbury, CT**

TO THE GOVERNMENT:

**Federal Aviation Administration
Attn: Realty Contracting Officer
12 New England Executive Park
Burlington, MA 01803**

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

THE CITY OF DANBURY

UNITED STATES OF AMERICA

BY _____

BY _____

Marilyn Gail Cook

TITLE _____

TITLE **Realty Contracting Officer**

DATE _____

DATE _____

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I, _____, certify that I am the _____ of the

(State, county, Municipality or other Authority)

Named in the forgoing agreement; that _____ who signed Lease No.

DTFANE-07-L-00056 on behalf of _____ was

then _____ of said _____ that said agreement was

duly signed for in behalf of said _____ by authority of its

governing body and is within the scope of its powers.

(Signature)

(Corporate Seal)

PROPERTY RIGHTS

Exhibit "A" - Localizer Antenna Site Plot

From a point marking the intersection of the end of runway and centerline of Runway 8, proceed N70°13'56"E, 2644.52 feet to a point; thence proceed S19°46'4"E, 315.23 feet to a point; thence proceed N73°13'56"E, 25.00 feet to a point marking the point of beginning of the localizer antenna site plot;

- thence proceed S16°46'4"E, 50.00 feet to a point;
- thence proceed S73°13'56"W, 50.00 feet to a point;
- thence proceed N16°46'4"W, 100.00 feet to a point;
- thence proceed N73°13'56"E, 50.00 feet to a point;
- thence proceed S16°46'4"E, 50.00 feet to the point of beginning of said

localizer antenna site plot.

Said parcel contains 0.115 acres of land more or less.

All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

Exhibit "B" - Localizer Equipment Shelter and DME Site Plot

From a point marking the intersection of the end of runway and centerline of Runway 8, proceed N70°13'56"E, 2456.27 feet to a point; thence proceed S19°46'4"E, 542.40 feet to a point marking the point of beginning of the localizer equipment shelter and DME site plot;

- thence proceed N73°14'E, 60.00 feet to a point;
- thence proceed S16°46'E, 60.00 feet to a point;
- thence proceed S73°14'W, 60.00 feet to a point;
- thence proceed N16°46'W, 60.00 feet to the point of beginning of said

localizer equipment shelter and DME site plot.

Said parcel contains 0.083 acres of land more or less.

All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

Exhibit "C" - Localizer/DME Access Road Right-of-Way

From a point marking the intersection of the end of runway and centerline of Runway 8; proceed N70°13'56"E, 2297.56 feet to a point; thence proceed S19°46'4"E, 232.1 feet to a point marking the point of beginning of the centerline for a 30 foot wide access road right-of-way;

- thence proceed S19°1'E, 172.4 feet to a point marking the point of curvature of an arc mentioned hereinafter;
- thence proceed in a generally southeasterly direction along an arc of 60 foot radius 37.0 feet to a point marking the point of tangency of said arc;
- thence proceed S54°20'E, 144.4 feet to a point marking the point of curvature of an arc mentioned hereinafter;
- thence proceed in a generally easterly direction along an arc of 60 foot radius, 54.9 feet to a point marking the point of tangency of said arc;
- thence proceed N73°14'E, 19.9 feet to a point marking the end of the centerline.

Said parcel contains 0.295 acres of land more or less.

All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

PROPERTY RIGHTS

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Exhibit "D" - Localizer Cable Route Right-of-Way

From a point marking the intersection of the end of runway and centerline of Runway 8; proceed N70°13'56"E, 2456.27 feet to a point; thence proceed S19°46'4"E, 542.40 feet to a point; thence proceed N73°14'E, 45.30 feet to a point marking the point of beginning of the centerline for a 10 foot wide localizer cable route right-of-way;

thence proceed N39°15'W, 155.1 feet to a point;
thence proceed N58°28'E, 129.0 feet to a point marking the end of the centerline.
Said parcel contains 0.065 acres of land more or less.
All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

Exhibit "E" - Power Cable Route Right-of-Way

From a point marking the intersection of the end of runway and centerline of Runway 8; proceed N70°13'56"E, 2456.27 feet to a point;

thence proceed S19°46'4"E, 542.40 feet to a point;
thence proceed S16°46'E, 60.00 feet to a point;
thence proceed N73°14'E, 60.00 feet to a point marking the point of beginning of the centerline for a 10 foot wide power cable route right of way;
thence proceed S28°56'E, 216.9 feet to a point;
thence proceed S55°19'E, 496.0 feet to a point marking the end of the centerline.
Said parcel contains 0.164 acres of land more or less.
All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

Exhibit "F" - Localizer Restrictive Easement

Lands contained within the localizer restrictive easement must be protected from unlimited and uncontrolled movement of surface traffic, the erection of all interference sources, metallic structures, fences, and extensive vegetation growth.

From a point marking the intersection of the end of runway and centerline of runway 8; proceed N70°13'56"E, 2644.52 feet to a point;
thence proceed S19°46'4"E, 315.23 feet to a point;
Said point being a center of a 250 foot radius and mentioned hereinafter;
thence proceed N53°38'16"W, 250 feet more or less to a point marking the point of beginning of the localizer restrictive easement;
thence proceed on said arc of 250 foot radius northerly then easterly 211.1 feet more or less to a point;
thence proceed S16°46'4"E, 489.9 feet more or less to a point;
thence proceed on said arc of 250 foot radius southerly then westerly 211.2 feet more or less to a point;
thence proceed S73°13'56"W, 850 feet more or less to a point;
thence proceed N16°46'4"W, 400 feet more or less to a point;
thence proceed N73°13'56"E, 850 feet more or less to a point marking the point of beginning of said localizer restrictive easement.
Said parcel contains 9.989 acres of land more or less.
All bearings are true bearings based on Runway 8-26 centerline N70°13'56"E.

PROTEST AND DISPUTES

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Protest And Disputes: ~~(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 14C.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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.~~

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and;
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(e) Office of Disputes Resolution for Acquisition, AGC-70,
Federal Aviation Administration
800 Independence Ave., S.W., Room 323
Washington, D.C. 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or