



34

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

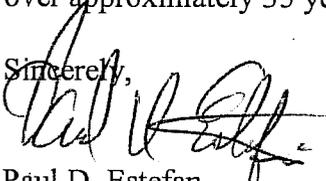
March 26, 2009

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor & Council Members,

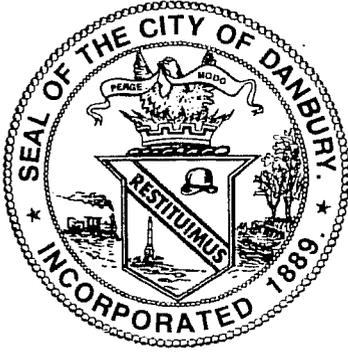
Attached for your consideration is a resolution and lease agreement with the Federal Dept of Transportation, Federal Aviation Administration for the continued use of airport land for the Weather Observation System. This system has been located at this airport for over approximately 35 years serving the needs of the community and the pilots.

Sincerely,


Paul D. Estefan
Airport Administrator

Cc: File Boughton42

24-1



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration (“FAA”) wishes to lease from the City of Danbury a parcel of land near the traffic control tower for purposes of a Weather Observation System (“WOS”); and

WHEREAS, said parcel would be used by the FAA for ingress and egress in order to maintain, power and install telecommunications lines and other apparatus for WOS purposes; and

WHEREAS, as in past agreements for WOS, the term is one year, from October 1, 2009 through September 30, 2010 with an option for the FAA to extend for a period not beyond September 30, 2019.

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee, Paul D. Estefan, Airport Administrator, be and hereby is authorized to enter into a lease for WOS between the City and the United States of America and the FAA to accomplish the mutually beneficial purposes thereof.

24-2

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

LEASE NO: DTFANE-10-L-00003
FACILITY: WEATHER OBSERVATION SYSTEM (WOS)
LOCATION: DANBURY MUNICIPAL AIRPORT
DNABURY, CONNECTICUT

LEASE

BETWEEN

THE CITY OF DANBURY

AND

UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____ in the year two thousand and nine is hereby entered into by **The City of Danbury**, whose address is 155 Deer Hill Avenue, Danbury, CT 06813 **Lessor**, and **The United States of America**, hereinafter called 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 the Lessor's heirs, executors, administrators, successors, and assigns.

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

1. **Premises** - The lessor hereby leases to the Government the property described in **EXHIBIT "A"** which is attached hereto and made a part hereof.

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) 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 right-of-way to be over 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** – To have and to hold, for the term commencing on **October 1, 2009** and continuing through **September 30, 2010**.

4. **Renewal Options** – The lease may, at the option of the Government, be extended beyond the **30th Day of September 2010** upon the terms and conditions herein specified and no extension shall extend beyond the **30th day of September 2019**. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term.

5. **Consideration** – For and in consideration of the benefit to Danbury Municipal Airport and the general public using same, the Lessor grants to the Government all the terms and conditions stated herein at no cost.

6. **Cancellation** – 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.

7. **Interference With Government Operations** - The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

8. **Funding Responsibility For Government Facilities** - The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government’s opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to cause not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

9. **Quiet Enjoyment** - The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government’s use and enjoyment of said premises against third party claims.

10. **Subordination, Non-Disturbance and Attornment** – 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.

11. Rights-of-way herein granted shall be assured to the Government's duly authorized agents, representatives, contractors and employees.

12. 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 purposes of this covenant.

13 The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein and that it is authorized to grant to the Government and rights and interests set forth herein.

14. **NOTICES** - All notices/correspondence shall be in writing, reference the lease number and reference the lease number, and be addressed as follows:

TO LESSOR:

The City of Danbury

155 Deer Hill Avenue

Danbury CT 06813

TO GOVERNMENT:

Federal Aviation Administration

12 New England Executive Park

Burlington, MA 01803

Attn: Real Estate Contracting Officer

12 a. **CONTRACT DISPUTES (Nov. 03)** 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: