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DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
NORTHWEST MOUNTAIN REGION  
1601 SW LIND AVENUE  
RENTON, WASHINGTON 98055

Lease No. DTFA11-94-L-15400  
Moving Target Indicator (MTI)  
Salt Lake City, Utah

LEASE

between

ROBERT B. SWANER COMPANY

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 29<sup>th</sup> day of August in the year one thousand nine hundred and Ninety-four by and between the Robert B. Swaner Company whose address is:

555 Thirteenth Avenue  
Salt Lake City, Utah 84103

for itself and its 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. TERM.

For the term beginning October 1, 1994, and ending September 30, 1995, the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

A tract of land located in the SW 1/4 of Section 9, T1N, R1W, Salt Lake Principle Meridian, Salt Lake County, Utah, and more particularly described as follows:

Beginning at the SW corner of Section 9, proceed N 41° 28' 1/2" E, 2350.58 feet to the point of beginning; Thence North 3.0 feet to a point; Thence East 3.0 feet to a point; Thence South 3.0 feet to a point; Thence West 3.0 feet to the point of beginning; containing 0.0002 acres, more or less. Bearings are true and based on section line bearings.

Note: This site is located approximately 1000 feet north of the old radio range site.

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(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 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, and to the Lessor.

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

(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. RENEWAL.

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, 2004; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

## 3. CONSIDERATION.

The Government shall pay the Lessor rental for the premises in the amount of \$250.00 for the term set forth in Article 1 above; and \$250.00 per year for each annual renewal exercised by the Government hereafter. Payment shall be made at the end of the Fiscal Year without the submission of invoices or vouchers.

## 4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) 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.

## 5. RESTORATION.

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 ninety (90) 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:

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(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under 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 natural elements and by circumstances over which the Government has no control, excepted) or,

(b) 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 the Contract Disputes Act of 1978 (Public Law 95-563).

#### 6. INTEREST ON OVERDUE PAYMENTS.

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to lessors of interest on overdue payments.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125. (552-232-71) (APR 1984)

#### 7. INTERFERENCE WITH GOVERNMENT COMMUNICATIONS.

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease without obtaining prior written consent from the Contracting Officer. The Lessor may construct and maintain an electrically controlled irrigation system on adjacent lands.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTICE.--The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
- 52.203-3 GRATUITIES. (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- 52.233-1 DISPUTES. (APR 1984)

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8. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: Robert B. Swaner Company  
555 Thirteenth Avenue  
Salt Lake City, Utah 84103

TO GOVERNMENT: Federal Aviation Administration  
Real Estate and Utilities Branch, ANM-56  
1601 SW Lind Avenue  
Renton, Washington 98055

General correspondence may be forwarded to the above address via first class mail.

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 volume \_\_\_\_\_, pages \_\_\_\_\_, against the above described premises, the under-signed 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)

LESSOR  
By Michael A. Swaner  
Title Sac. Assoc. Robert B. Swaner Corp.

THE UNITED STATES OF AMERICA  
By [Signature]  
Title Contracting Officer

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CORPORATE CERTIFICATE

I, MICHELE A. SWANRR, certify that I am the SECRETARY / TREASURER of the corporation named in the attached agreement; that ROBERT CHRISTOPHER SWANER who signed on behalf of the corporation was then AGENT of said corporation; that said agreement was duly signed for an in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Signed: Michele A. Swaner  
Date: August 29, 1994

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10/12/94 1:50 PM 18.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
U S DEPT OF TRANSPORTATION  
FEDERAL AVIATION ADMIN  
REC BY: B GRAY , DEPUTY - MP

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