

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AIR TRAFFIC CONTROL TOWER**

**LAND SITE**

**MEMORANDUM OF AGREEMENT**

**DTFACN-17-L-00201**

**LA CROSSE, WISCONSIN**

This agreement is made and entered into by the CITY OF LA CROSSE, WISCONSIN hereinafter referred to as AIRPORT, for itself, its successors and assigns, and the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the FAA or GOVERNMENT.

**WITNESSETH**

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the La Crosse Regional Airport.

NOW, THEREFORE, the parties mutually agree as follows:

**1. PREMISES (JUL-10):** The Airport hereby leases to the GOVERNMENT the following described property, hereinafter referred to as the premises:

**AIRPORT TRAFFIC CONTROL TOWER (ATCT) SITE**

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 7, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Section 7; thence N85°29'04"W, 1,415.23 feet to the West Right-of-Way Fanta Reed Road; Thence N36°20'20"E, 738.74 feet along the West Right-of-Way Fanta Reed Road; Thence N53°39'40"W, 29.31 feet; thence N36°20'20"E, 155.53 feet; thence N10°54'47"E, 286.25 feet to the Point of Beginning; Thence N53°38'50"W, 50.00 feet; thence N36°21'10"E, 51.00 feet; Thence S53°38'50"E, 50.00 feet; Thence S36°21'10"W, 51.00 feet to the Point of Beginning, said parcel contains 2,250 square feet.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as La Crosse Regional Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to 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 navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

**2. TERMS AND CONDITIONS (July -10):** It is mutually understood and agreed that the Airport requires an FAA Air Traffic Control Tower (ATCT) in order to operate their business and that the FAA requires an ATCT facility at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to lease or construct, operate, and maintain FAA ATCT facility in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2017 and continuing through September 30, 2037. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

**3. CONSIDERATION (NO-COST) (Aug- 02):** The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein

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**1.3.3.1 Air Traffic Control Tower Land Site Memorandum of Agreement**

October 2016

OMB Control No. 2120-0595

are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

**4. TITLE TO IMPROVEMENTS (Apr-05):** Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

**5. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

**6. INTERFERENCE WITH FAA OPERATIONS (Oct-96):** The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the Air Traffic Control Tower facility, as it is not in the best interest of the Airport or the FAA.

**7. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):** The Airport agrees that any relocation, replacement, or modification of Air Traffic Control Tower made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

**8. NON-RESTORATION (Oct-96):** It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

**9. UTILITY LINES AND CONSUMPTION (JUL-10):** The Airport agrees to maintain the necessary water and sanitary sewer, steam and high temperature lines to the ATCT facility and to install necessary meters to the Government's lines without cost to the Government. The Government shall pay for all of its utility consumption at no more than prevailing rates charged the general public for such similar utility services under a separately negotiated custodial and janitorial contract.

**10. NOTICES (Oct-96):** All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

**TO THE AIRPORT**  
City of La Crosse, Wisconsin  
2850 Airport Road  
La Crosse, Wisconsin 54603

**TO THE GOVERNMENT:**  
Federal Aviation Administration  
Real Estate & Utilities Group  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

**12. PREVIOUS LEASE(S)/AGREEMENT(S):** This agreement supersedes Land Lease number DTFAGL-07-L-00096. Land Lease DTFAGL-07-L-00096 is hereby terminated.

**13. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (Oct-96)
2. COVENANT AGAINST CONTINGENT FEES (Aug-02)
3. ANTI-KICKBACK (Jul-14)
4. QUIET ENJOYMENT (Oct-96)
5. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (Oct-96)
6. NOTIFICATION OF CHANGE OF LAND TITLE (Aug-02)

**15. SIGNATURES (Apr-04):**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

**CITY OF LA CROSSE,  
WISCONSIN**

**GOVERNMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tito Stokes  
Title: Real Estate Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_