OFF AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF LA CROSSE, WISCONSIN BY AND THROUGH
PARKS AND RECREATION DEPARTMENT

FAA LEASE NO: 697DCM-24-L-00144
ATID/FACILITY TYPE: LSE RCAG
LOCATION: LA CROSSE, WISCONSIN

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between Lessor, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA or Government.

2. **Succeeding Lease (09/2021) 6.1.2** This contract succeeds Lease No. DTFA14-83-L-R357 and all other previous agreements between the parties for the property described in this document.

3. **Witnesseth (09/2021) 6.1.3** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

4. **Description of Premises (09/2021) 6.1.4-3** This Lease covers the following described property, hereinafter referred to as the premises and hereby consisting of:

REMOTE COMMUNICATIONS AIR/GROUND FACILITY SITE

A tract of land being a part of the north half of the northwest quarter of Section 34, Township 16 North, Range 7 West, 4th Principal Meridan, Medary Township, La Crosse, Wisconsin, and is more particularly described as follows:

Beginning at the Northwest corner of Section 34, proceed 1,235.1 feet East to a point, 515.0 feet South to a point and the point of beginning (POB); thence South 170 feet to a point, East 170.0 feet to a point; North 170.0 feet to a point; West 170.0 feet to the POB, containing 28,900 square feet, 0.66 acres more or less.

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 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 rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.
B. This Lease includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.
C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

6. **Legal Authority (09/2021) 6.2.1** This Lease is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

7. **Term 6.2.3** To have and to hold, for the term commencing on October 1, 2025, and continuing through September 30, 2035, inclusive, with two five (5)-year options to extend the contract through September 30, 2040 (Option Period 1), and through September 30, 2045 (Option Period 2), provided that adequate appropriations are available from year to year for the consideration herein.

8. **Consideration 6.2.4**
   A. The Government shall pay annual rent in the amount of $1,500.00 at the end of the Government fiscal year from October 1, 2025, through September 30, 2045, throughout the contract, including options.
   B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.
   C. Annual payment shall be made in full to: City of La Crosse, WI, Parks and Recreation Department.

9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, 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 this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

10. **Binding Effect (09/2021) 6.2.6** The provisions of this Lease and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

11. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This Lease, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Assignment of Claims (09/2021) 6.3.0-3**
    C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    D. **Contingent Fees (09/2021) 6.3.0-5**
    E. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
    F. **Compliance with Applicable Laws (01/2023) 6.3.31-1**
    G. **Examination of Records (09/2021) 6.3.32**
    H. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
    I. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**
    J. **Covered Telecommunications Equipment or Services – Representations (09/2021) 6.9.5-1**
    K. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Lease or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

15. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

16. **Quiet Enjoyment (09/2021) 6.3.25** 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.

17. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

18. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be

notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

19. **Integrated Agreement (09/2021) 6.3.36** This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

20. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Lessor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

21. **Contract Disputes (11/2003) 6.3.39**
A. All disputes under or related to this Lease 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 Government 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:
Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Attention: AGC-70, Wilbur Wright Bldg. Room 2W100
Telephone: (202) 267-3290
Facsimile: (202) 267-3720 - Alternate Facsimile: (202) 267-1293
C. A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.
D. The full text of the Contract Disputes clause is incorporated by reference. Upon request, the full text will be provided by the RECO.

22. **System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1** The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

23. **Payment by Electronic Funds Transfer (09/2021) 6.4.2** All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

part of any system, during lease performance, or the Lessor is notified of such by a contractor at any tier or by any other source, the Lessor must report the information to the Real Estate Contracting Officer.

24. **Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

A. Representations.

(1) The Lessor represents that it _____ does, __X__ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, __X__ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

B. Representations.

(1) The Lessor represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it does [ ] does not [ ] USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

If the Lessor does provide telecommunications equipment or services, please refer to AMS Clauses 6.9.5; 6.9.5-1 and 6.9.5-2, which are incorporated by reference. Upon request, the RECO will make the full text available.

25. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:	TO THE GOVERNMENT:
City of La Crosse, Wisconsin	Federal Aviation Administration
Parks and Recreation Department	Real Estate Branch, AAQ-920
400 La Crosse Street	10101 Hillwood Parkway
La Crosse, WI 54601	Fort Worth, TX 76177

26. **Signature Block (09/2021) 6.10.3** This Lease shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF LA CROSSE, WISCONSIN
PARKS AND RECREATION DEPARTMENT

By: _____
Print Name: _____
Title: Mayor
Date: _____

By:_____
Printed Name:_____
Title: City Clerk
Date:_____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Jana C. Blanco
Real Estate Contracting Officer

Date: _____

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that _____ and _____, who signed this instrument on of behalf of City of La Crosse, Wisconsin is in fact authorized to sign on behalf of City of La Crosse, Wisconsin by authority of its governing resolution, and is within the scope of its powers.

Print Name: _____ Print Title: _____

Signature: _____ Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this, the _____ day of _____, 2026, before me, _____, the undersigned Notary Public, personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

_____
Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

On this, the _____ day of _____, 2026, before me, _____, the undersigned Notary Public, personally appeared, **Jana C. Blanco** , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

_____
Notary Public