

## SITE LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made between **Grand Junction Regional Communication Center (GJRCC)** herein called Lessor, and **Harris Corporation (Harris)** herein called Lessee. The Agreement shall be effective on the last date signed below.

The purpose of this Agreement is to support Lessee's efforts under its contract DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). Lessee shall utilize the premise for no other purpose without the written authorization of the Lessor with such permission being at the sole discretion of the Lessor. The aforementioned prime contract includes the provision of air traffic services for the Colorado Wide-Area Multilateration (WAM) surveillance project and surveillance and broadcast services for the Denver en route airspace and the Grand Junction terminal airspace.

Lessor hereby leases to Lessee the premises situated at the **Mesa Point GJRCC Facility**, latitude 38.8775 and longitude -108.2275, and as further described as *Exhibit A*, upon the following TERMS and CONDITIONS:

1. **Initial Lease Term.** Lessor demises the above premises to Lessee for a term of five (5) years (the "Initial Lease Term"), commencing on the earlier of (i) one hundred eighty (180) days after the date of this Agreement or (ii) on the 1<sup>st</sup> day of the month following construction start on premises by Lessee, and terminating five (5) years after commencement of the term, except as otherwise provided herein.
2. **Renewal Term.** Lessee, upon then mutually agreed terms by and between the Lessor and the Lessee, shall have the option to renew the Agreement for three (3) additional terms of five (5) years each (the "Renewal Term").
3. **Rent.** There shall be a site rental fee charged to the Lessee of \$3,125 per month to include the cost of the microwave path linking GJRCC to the Premises, tower space, building space and commercial communication system passthrough fees assessed to Lessor by the United States Forest Service. The site rental fee shall be subject to increase upon sixty (60) days written notice provided from the Lessor to the Lessee due to amendments or modifications thereto of such fees assessed by and/or to the Lessor.
4. **Electrical Power Fee.** Lessor will provide electrical power for Lessee equipment for the Term of this Agreement. Lessee shall pay to Lessor a set Electrical Power Fee on a monthly basis. **The initial Electrical Power Fee is established at \$1,200.00 annually, or \$100.00 per month.** Lessor reserves the right to increase the Electrical Power Fee by written notice to Lessee upon the determination of Lessor that the

cost to Lessor of providing electrical power to Lessee exceeds the then-current Electrical Power Fee. The first monthly payment of the Electrical Power Fee shall be due within thirty (30) days of Lessee's equipment installation at the premises and subsequent payments shall be due on the fifteenth day of each month thereafter.

5. **Telecommunications.** Lessor will provide Lessee microwave telecommunications back-haul services for one (1) discrete T1 circuit from the premises to the Grand Junction 911 Center situated at 555 Ute Avenue, Grand Junction, Colorado. The lease between Lessor and Lessee in regard to the Lessee presence at the Grand Junction 911 Center is covered under a separate agreement. Lessor will provide Lessee the contact information to be used in case of an outage of the microwave telecommunications services or for coordination of any Lessor maintenance activities that may affect the microwave link.

6. **Termination.**

- a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default, or other extended period as agreed to by the Parties.
- b. **Termination due to Eminent Domain.** If the premises or any part thereof materially affecting Lessee's use of the premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking.
- c. **Termination due to Destruction of Premises.** Lessor may terminate this Agreement in the event of a whole or partial destruction of the premises due to fire or any other causes and Lessor elects not to rebuild the premises.
- d. **Termination due to Site Decommissioning.** Lessor may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the Lessor elects to cease operations from the premises and such premises is no longer available for Lessee use.
- e. **Termination due to Federal Prime Contract.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the Lessee's Prime Contract with the FAA is terminated, discontinued, or modified in any way that would eliminate the Lessee's need for this Agreement.

- f. **Termination due to System Performance.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor in the event that the premises is determined by Lessee not to provide satisfactory performance for the purposes of this Agreement.
7. **Quiet Enjoyment.** Lessor has good and valid title to the premises, and rights of ingress and egress, and will defend Lessee's use and enjoyment of the premises in accordance with this Agreement.
8. **Use of Premises.** Lessee shall use and enjoy premises for the purpose of operating a communication site under FAA contract DTFAWA-07-C-00067. The premises shall be used for no other purpose. Lessee's equipment is identified on *Exhibit B*, which Exhibit is attached hereto and incorporated by this reference as if fully set forth. Lessee shall be permitted to make minor changes to the specific equipment configuration through the system life and lease term.
9. **Entry, Inspection, and Use.** Nothing in this Agreement shall in any manner restrict Lessor's access to the premises or Lessor's use of the premises.
10. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessee shall comply with all regulations of the FCC pertaining to Lessee's use of the premises.
11. **Taxes.** All equipment attached to or otherwise brought onto the site by Lessee shall at all times be deemed to be Lessee's personal property. Lessee shall pay directly to the taxing authority any taxes which may be assessed with respect to the Lease.
12. **Insurance.** Lessee shall maintain in full force during the term of this Agreement the following insurance:
- a. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
  - b. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

13. **Hazardous Substance.** The parties agree that the premises shall be maintained in compliance with all municipal, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances. Lessee shall not bring hazardous substances onto the premises and agrees to save and hold Lessor harmless from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises directly attributable to actions of Lessee.

14. **Notices.** All notices, demands or requests which may be given by any Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date delivered in person or sent via telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States mail via certified mail return receipt requested, and addressed as follows, or at such other places as may be designated by the Parties from time to time:

Lessor: Grand Junction Regional Communication Center  
Attn: Communications Center Project Manager  
555 Ute Avenue  
Grand Junction, Colorado 81501  
(970) 244-3596

And a copy to:

Grand Junction City Attorney's Office  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Lessee: Harris Corporation  
Attn: Contract Manager  
2235 Monroe Street  
Herndon, VA 20171

15. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado.

16. **Assignment.** Lessee shall not assign this Agreement without the prior written consent of the Lessor, which shall not be unreasonably withheld but the premises must be used by any assignee solely for the purposes of the FAA contract as described herein.

17. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

In witness whereof, the Parties have executed this Agreement by their duly authorized officers or representatives as of the date shown below.

**LESSEE: Harris Corporation**

By: Robert Duncan \_\_\_\_\_



Title: Contracts Manager

Date: 16 October 2020

**LESSOR: Grand Junction Regional Communication Center**

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

Doug Shoemaker

Title: Grand Junction Communications Board Chair

Date: 10/29/20



**EXHIBIT A**

**DESCRIPTION OF LEASED PREMISES AND SITE PLAN**

**COVER SHEET**

**TITLE:**



100% Annapolis Drive  
Hickory, VA 22770



1400 EAST WYATT ANDERSON BLVD  
CHARLOTTE, NC 28207

**MESA POINT**  
SV338-03

OWNER: **ITT**  
REV: 11-2016

REVISED FOR RFP# 10344 3/2/17  
REV PER CLING CLINGER 3/20/17

PROJECT: **9M715**

DRAWING: **G-1** REV: **B 1**

SHEET: **1** OF **3** DATE: **10/16**

SITE NAME: <b>MESA POINT</b> SITE NUMBER: <b>SV338-03</b> PROJECT TYPE: <b>LEASE EXHIBIT FOR PROPOSED COLLOCATE ON EXISTING TELECOMMUNICATIONS TOWER WITH ADDED INTERIOR EQUIPMENT CABINET</b>		TO USE SCALE DRAWING CONTRACTOR MUST VERIFY ALL DIMENSIONS AND VERIFY EXISTENCE OF ALL DEVICES OR CHANGES TO NUMBER OR IDENTIFICATION TO WORK DRAWING SHALL BE INDICATED THROUGH FIELD NOTES APPROVAL ALL PERMITS ISSUES OF THE DRAWING ARE SUPERSEDED BY THE LATEST REVISION ALL DIMENSIONS AND SPECIFICATIONS SHALL BE VERIFIED BY THE CONTRACTOR, A.D. HANCOCK IN 2017.	
LOCATION: <b>DELTA, CO</b> SITE OWNER: <b>GRCC</b>			
<b>OVERVIEW MAP</b>	<b>LOCATION MAP</b>	<b>SITE INFORMATION</b>	<b>LIST OF DRAWINGS</b>
		1. LATITUDE (NAD83) 36° 52' 33.71" N 2. LONGITUDE (NAD83) 102° 13' 43.27" W 3. TYPE OF STRUCTURE [ ] GUY TOWER [X] MONOPOLE TOWER [ ] LATTICE TOWER 4. GROUND ELEVATION (AVG.) IN FEET 7400 5. PERMIT # N/A	ARCHITECTURAL G-1 10/16/2016 G-1 11/20/2016 G-1 03/20/2017 G-1 03/20/2017
	<b>SITE DIRECTIONS</b>	<b>ZONING DATA</b>	
	FROM ROAD APPROX. 1/2 MILE SW - 1/2 MILE WEST TURN LEFT & GO N 1/2 MILE TO ROAD & TURN RIGHT TO THE LOT.	1. ZONING CLASSIFICATION 2. JURISDICTION DELTA COUNTY 3. LEASE AREA EDUP, 2.42' INTERCOM LA 4. TOWER HEIGHTS: TOWER WILL BE UNBARRICADED AND NOT FOR BUIAAN PLANTING/PROPAGATION AT LEAST 10' HEIGHT. 5. EXISTING PARKING SPACE AVAILABLE	
<b>CONTACT INFORMATION</b>	<b>COMPOUND SITE PHOTOS</b>		
BY CONTACT: <b>JOHN HANCOCK</b> PHONE NUMBER: <b>813-762-0000</b> FAX NUMBER: <b>813-762-0000</b> EMAIL ADDRESS: <b>JOHN.HANCOCK@ITT.COM</b> SA CONTACT: <b>ANDY LUCAS</b> CONTACT INFORMATION: <b>ANDY.LUCAS@ITT.COM</b> PO: <b>JOHN HANCOCK</b> <b>813-762-0000</b>			



**TITLE:**  
**TOWER PROFILE AND ANTENNA SPECIFICATION**

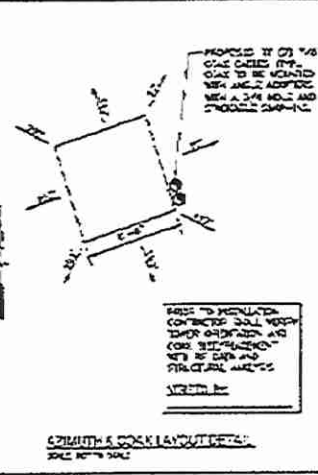
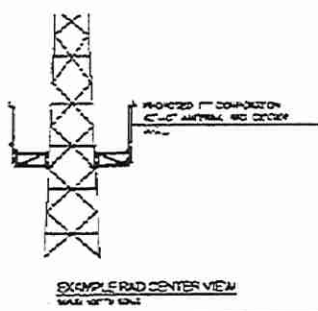


**MESA POINT**  
 05436-03

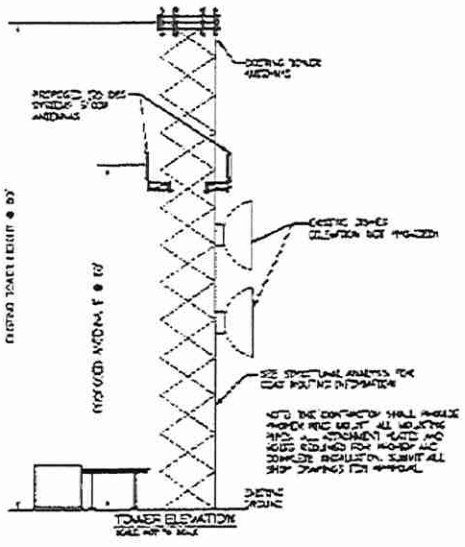
ISSUED BY: JLD  
 SHEET NO: 11-4422

ISSUED TO: SBA  
 DATE: 05/17/15

SCALE: 1/8" = 1'-0"  
 SHEET NO: 31



SEE SHEET 11-4422 FOR ANTENNA SPECIFICATIONS



**ANTENNA SYSTEM MARKING AND LABELING**

MARKING	DESCRIPTION	LOCATION	DATE	BY	FOR
ANTENNA	ANTENNA ARRAY	TOP OF TOWER	05/17/15	JLD	1
ANTENNA	ANTENNA ARRAY	TOP OF TOWER	05/17/15	JLD	1
ANTENNA	ANTENNA ARRAY	TOP OF TOWER	05/17/15	JLD	1

FIG. 01  
 TOWER PROFILE AND ANTENNA SPECIFICATION  
 SCALE: 1/8" = 1'-0"



## EXHIBIT B

### LESSEE EQUIPMENT

Equipment	Qty	Approximate Height	Approximate Width	Approximate Depth	Approximate Weight
Radio Cabinet	2	7'-0"	2'-0"	2'-0"	1500 lbs
dB Systems 5100A (1090 Antenna)	1	77.81"	3.25" Dia	-	21 lbs
dB Systems 5100A (UAT Antenna)	1	77.81"	3.25" Dia	-	21 lbs
GPS Antenna	2	3"	2" Dia	-	Approx 0.5lbs
Antenna Mounts	2	3'-0" (H)	6'-0" (L)	Approx 1" Dia	-
Antenna Coax	2	7/8" Dia	Approx 90' (Length)	-	-
Antenna Coax (GPS Antenna)	2	1/2" Dia	Approx 20' to 30' (Length)	-	-
Equipment	Functional Description				
Radio Cabinet	The radio cabinets are indoor units housing two radios with one being the online radio and the other being the back-up radio. The radio cabinet also houses the electrical power conversion units, the back-up power battery assembly, and the network router for interface between the radios and the national ADS-B network control stations. The electrical power and telecommunications for the ADS-B equipment is connected at the radio cabinet.				
1090 Antenna	There is one antenna operating / supporting the 1090 MHz ADS-B link. This antennas is omni-directional and, therefore provides coverage of 360 degrees.				
UAT Antenna	There is one antenna operating / supporting the 978 MHz, or UAT, ADS-B link. This antenna is omni-directional and, therefore, provides coverage of 360 degrees.				
GPS Antenna	There are two GPS antennas with each one connecting to the GPS receiver in one of the two radios. The radios use GPS primary for timing and universal synchronization to the GPS clock.				
Antenna Mounts	There are two antenna mounts with two antenna mounts each supporting two 1090 MHz antennas and one mount supporting the single 978 MHz antenna.				
Antenna Coax	There are four coaxial antenna cables with each one providing connection between an antenna and the radio cabinet.				