

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 **Grand Junction 911 Center**, 555 Ute Avenue, Grand Junction, CO 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 1st 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 \$300 per month. 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, which is calculated based upon a one-kilowatt power consumption of Lessee equipment and .111 per kilowatt/hour. 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. 5th 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

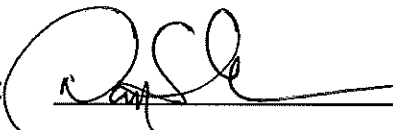
By: Robert Duncan



Title: Contracts Manager

Date: 16 October 2020

LESSOR: Grand Junction Regional Communication Center

By: 
Doug Shoemaker

Title: Grand Junction Communications Board Chair

Date: 10/20/20

EXHIBIT A

DESCRIPTION OF LEASED PREMISES AND SITE PLAN

COVER SHEET

TITLE:



GRAND JUNCTION 911 CENTER
SV338-01
625 UTE AVENUE
GRAND JUNCTION, CO 81501

Sheet # 09/23/11
14 11-2010

NOTICE: THIS DRAWING IS FOR CLIENT REVIEW ONLY. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF ITT.

DATE: 9/17/15

Drawing Number: G-1
Sheet: B 1

Rev 1 of 2
LWC

TO HIS SCALE DRAWING CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ANGLE COINCIDENCES OF ANY OBJECTS OR STRUCTURES NOT INDICATED IN THIS DRAWING. TO AVOID DISCREPANCY, ALL DIMENSIONS SHALL BE INDICATED WHERE POSSIBLE. WRITTEN APPROVAL OF ALL PROVIDED DIMENSIONS OF THIS DRAWING AND COORDINATION WITH THE PROPERTY OF ITT CORPORATION, AND HERONIA, IN 2011.

SITE NAME: GRAND JUNCTION 911 CENTER
SITE NUMBER: SV338-01
PROJECT TYPE: LEASE EXHIBIT FOR PROPOSED COLLOCATE ON EXISTING TELECOMMUNICATIONS TOWER WITH ADDED INTERIOR EQUIPMENT CABINET

LOCATION: 625 UTE AVENUE
MESA, GRAND JUNCTION, CO 81501

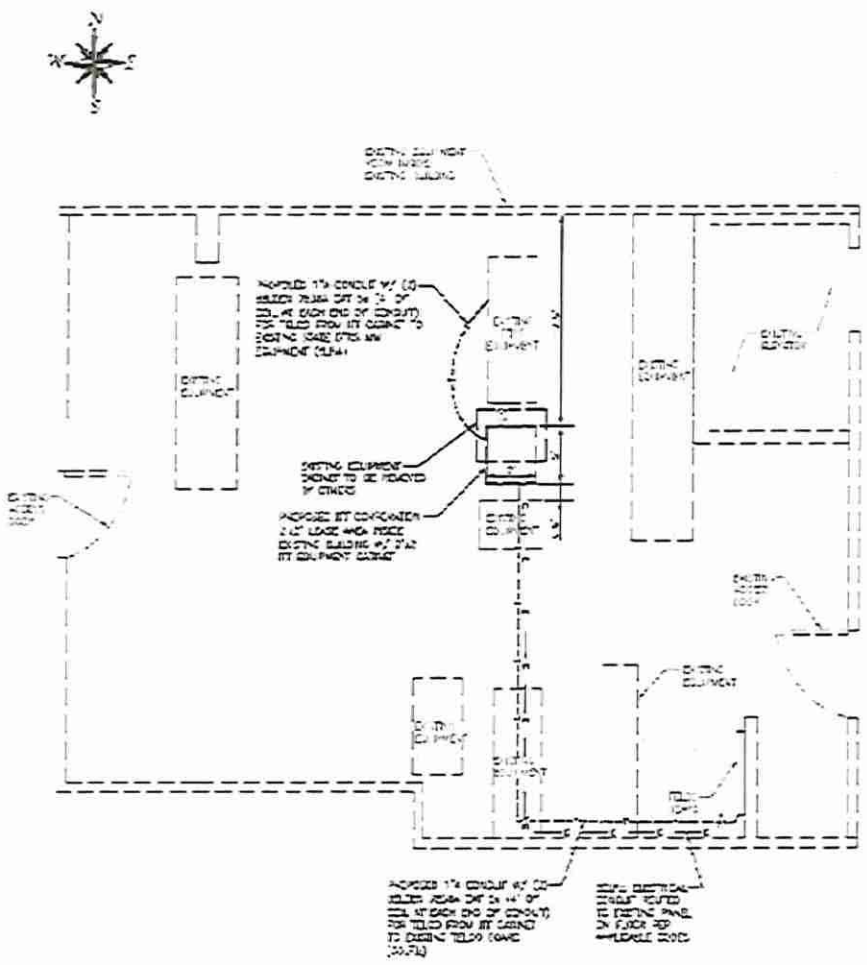
SITE OWNER: GJRCC

OVERVIEW MAP	LOCATION MAP	SITE INFORMATION	LIST OF DRAWINGS																																																																																																						
		1. LATITUDE (GPS): 39° 03' 00.00" N 2. LONGITUDE (GPS): 106° 55' 42.22" W 3. TYPE OF STRUCTURE: <input checked="" type="checkbox"/> BUILDING 4. GROUND ELEVATION (AVG) IN FEET: 5. PARCEL ID NO:	ARCHITECTURAL G-1 COVER SHEET ALL COMPOUND PLAN																																																																																																						
		ZONING DATA 1. ZONING CLASSIFICATION: 2. JURISDICTION: MESA COUNTY 3. LEASE AREA: EQUIP. 250' INTERIOR LA 4. BENCH MARKS: FACILITY WILL BE UNANNOUNCED AND NOT FOR HUMAN NAVIGATION PURPOSES. ACCESS NOT REQUIRED. 5. DESIGN PARKING SPACE AVAILABLE:	<p>Notice: This drawing is for client review only. It may not be reproduced or transmitted in any form or by any means without the written consent of ITT Corp, LLC.</p>																																																																																																						
SITE DIRECTIONS FROM GRAND JUNCTION CO CENTER ON E UTE AVE AT INTERCH. & US-62 IN GRAND JUNCTION, COING TOWARD S 1/4 TH TURN RIGHT ON S 1/4 TH TURN RIGHT ON 22ND ST. TURN RIGHT ON 1 1/2 TH ST. TURN RIGHT ON 2 1/2 TH ST. (2ND ST) APPROX. 40 FEET ON THE LEFT.		CONTACT INFORMATION																																																																																																							
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SITE APPROVALS

CONTRACTOR: _____

OWNER: _____



COMPOUND PLAN
SCALE: NOT TO SCALE

NOTICE
This is a preliminary drawing. It is not to be used for construction or other purposes without the written consent of the Engineer.

COMPOUND PLAN

ITT
Innovative Technology & Training
1005 Woodlawn Drive
Harrisburg, PA 17110

SBA
MICHAEL STURTELL ANDREW BUND
CHARLOTTE, NC 28207

GRAND JUNCTION CENTER
SUITE 201
100 W. AVENUE
GRAND JUNCTION CO. 81501

DATE: 05/17/02

SCALE: AS SHOWN

PROJECT NO: 981715

NO. OF SHEETS	3
SHEET NO.	A-1

EXHIBIT B
LESSEE EQUIPMENT

Equipment	Qty	Approximate Height	Approximate Width	Approximate Depth	Approximate Weight
Router Cabinet	1	7'-0"	2'-0"	2'-0"	325 lbs
Equipment	Functional Description				
Router Cabinet	The router cabinet is an indoor unit housing network routers for interface between the DTRS equipment and the remote ITT radio sites. The router cabinet also houses the electrical back-up power assembly.				