



U.S. Department
of Transportation

**Federal Aviation
Administration**

Denver Airports District Office
26805 East 68th Ave., Suite 224
Denver, CO 80249-6361
(303) 342-1250

July 6, 2015

Ms. Amy Jordan
Grand Junction Regional Airport
800 Eagle Drive
Grand Junction, Colorado 81506

Dear Ms. Jordan:

Airspace Case No. 2015-ANM-678-NRA

An Aviation Impact Analysis has been completed for the proposed 14' antenna on top of existing 22' building (City of Grand Junction communications radio equipment) located on Grand Junction Regional Airport, Grand Junction, Colorado, as submitted on FAA Form 7460-1. Based on this analysis, the Federal Aviation Administration has no objection to the proposal; it will not adversely affect the safe and efficient use of airspace by aircraft.

If any changes are made to this proposal (e.g., increase in height or dimensions, change in location, coordinates, frequencies, etc.) a new 7460-1 submittal will be required.

This determination is issued in accordance with FAR, Part 77, and concerns the effect of this proposal on the safe and efficient use of the navigable airspace by aircraft and does not relieve the sponsor of any compliance responsibilities relating to any law, ordinance, or regulation of any Federal, state, or local governmental body.

If you have any questions concerning this determination, please contact me at (303) 342-1251.

Sincerely,

Marsha Hofer
Program Specialist

ORIGINAL

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ^{30th} day of July 2015, by and between the Grand Junction Regional Airport Authority (hereinafter called "LICENSOR") and the City of Grand Junction (hereinafter called "LICENSEE"). The Licensor and the Licensee may be referred to collectively as the "Parties."

RECITALS:

The Licensor and Licensee desire to enter into a License Agreement for premises located at the Grand Junction Regional Airport, generally located at 2828 Walker Field Drive, in the City of Grand Junction, State of Colorado with the following terms as the expression of said Agreement:

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter stated, the Parties hereto agree as follows:

1. Licensor hereby grants to Licensee, for the term hereof, an irrevocable license to occupy and use, subject to all of the stated terms and conditions, a portion of the Airport, described on the annexed **Exhibit A**, for Grand Junction's Radio communication equipment, together with any and all appurtenances. The equipment is identified on **Exhibit B** attached to this Agreement.
2. The term shall commence on June 1, 2015 and shall end on June 31, 2020. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated by either party, without liability, upon one-hundred twenty (120) days written notice to the other party.
3. The Premises may be occupied and used by the Licensee solely for the purposes stated herein which shall include, but not be limited to installation, repair, renovation and maintenance of the communication equipment described in **Exhibit B**.
4. Licensee shall have no right to assign this Agreement or to sublet the use of the Premises.
5. If the Premises or any portion of the Premises are damaged during the term of this Agreement by the negligence or intentional acts of the Licensee, its agents, employees or servants, Licensor shall make demand on the Licensee to pay such sums as determined by the Licensor to be necessary to restore the Premises to the condition that existed prior to the occurrence of such damage. The Licensee may pay or submit the matter or any claim for damages to mediation. Completion of mediation shall be a precondition to the filing of a lawsuit.
6. Licensee shall keep in force at its expense, so long as this Agreement remains in effect and during such other times as Licensee occupies the premise, insurance coverage acceptable to Licensor with minimum limits of One Million Dollars (\$1,000,000.00) in account of bodily injuries to or death of one or more persons as a result of any one accident of disaster and property damage with a minimum limit of \$150,000.00. The parties, for themselves and/or their user agencies, may have protection from claims, demands, liability or judgment by virtue of the Colorado Governmental Immunity Act (CGIA), § 24-10-101 *et. seq.*, C.R.S. The parties specifically acknowledges the CGIA and that both parties and/or their user agencies are immune from suit, liability, damages and expenses for certain action(s) or inaction(s).

7. Licensee shall not make any alterations except repair and maintenance or installation of new or upgraded equipment to the Premises or any part thereof without obtaining Licensor's written approval. Upon removal of Licensee's improvements, which shall be accomplished within thirty (30) days after expiration or sooner termination of this Agreement, Licensee shall repair, at its expense, any damage other than normal wear and tear caused by removal. If Licensee fails to timely remove its equipment and/or improvements, at Licensor's option it shall be deemed abandoned, or to have become a fixture and a part of the land on which it is located.
8. Licensee will, to the extent allowed by law, indemnify Licensor and save it harmless from and against any and all claims, action, damage, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof or any other part of Licensor's property, occasioned wholly or in part by any negligent act or omission of Licensee, its officers, agents, contractors or employees.
9. The Licensor shall provide written notice to the Licensee of any claimed, alleged or asserted breach of this Agreement. Licensee shall have a reasonable period not to exceed 45 days to cure the default. Such notice shall not serve to invalidate this License Agreement but instead shall serve as the basis for non-renewal.
10. Licensee agrees that it shall reasonable comply with the demands, requests or expectations of the Licensor. Licensor acknowledges that the Licensee may access the Premises during the term of this License Agreement: 24 hours per day, seven days per week. Licensor shall cooperate to facilitate such access.
11. The rental terms for the term of this License Agreement are as follows: \$600.00 annual fee commencing June 1, 2015 and each June 30, 2020 thereafter for the term of this Agreement or until the Agreement is sooner terminated in accordance with its provisions.
12. The Licensee may terminate this Agreement effective June 30, 2020. The Licensee shall provide at least 45 calendar days' written notice to the Licensor of termination and shall remove its equipment subject to the provisions of this Agreement.
13. Licensee shall not operate its equipment in any manner, which shall result in electromagnetic interference with radio, television, or other consumer electronic equipment used by the Licensor or tenants of the Airport. Radio frequency interference shall be a material breach of this Agreement. In the event electromagnetic interference should occur in the operations of the antenna/repeater, the Licensee shall promptly alter its antenna or take such other corrective steps to abate all such interference. Failure to abate interference is grounds for early termination of this license. Licensee agrees to comply with all Federal Communications Commission rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure.
14. Licensee shall take all reasonable measures to assure that its equipment is properly installed so as to minimize risk of fire or other property damage due to a lightning strike. Licensee shall indemnify and hold Licensor harmless from any property damage resulting from lightning striking Licensee's equipment.
15. This Agreement shall also be subject and subordinate to the requirements of any existing or future contracts grant assurances or agreements between Licensor and federal, state, or local governments, or any agencies thereof, and to the requirements of any federal, state, or local

statures, regulations, or directives governing the operation of the Airport, and Licensee shall not take any action which would cause Licensor to be in breach or violation of the same. Licensor shall not owe any damages to Licensee, such as lost profits or revenues, as a result of its compliance with said contracts, statutes, rules, or directives.

16. Licensor reserves, for the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Premises, together with the right to cause in said air space such noise, vibration and emissions as may be inherent in the operation of aircraft utilizing the Airport.
17. Licensor reserves the right to protect the aerial approaches and setbacks of the Airport against obstruction, including the right to prohibit Licensee from erecting, or permitting to be erected, any building or other structure on the Premises which would, in the judgment of the Licensor, limit the usefulness of the Airport or constitute a hazard to aviation. In the event the aforesaid covenant is breached, Licensor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Licensee.
18. Licensor reserves the right to direct all activities of the Licensee at the Airport in the event of an on-site emergency or in the event that Licensee's activities are substantially interfering with the use by others of the Airport.
19. This Agreement is contingent upon FAA approval of any construction, installation or development plans by Licensee, and upon the approval of any applicable planning agency. The responsibility for obtaining such approvals, and any other authorization from or approval of any federal, state, or local governmental agency shall be the sole responsibility and expense of Licensee, and shall be a pre-requisite to any construction by Licensee on the Premises.

LICENSEE: City of Grand Junction

Signed and dated this 3 day of ~~July~~^{Aug.}, 2015



By: Tim Moore, Interim City Manager

LICENSOR: Grand Junction Regional Airport

Signed and dated this 30th day of July, 2015

By: Ben Johnson

Ben Johnson, Interim Airport Manager

Signature: 

EXHIBIT A



Exhibit "B"

City of Grand Junction Equipment List

Stairwell Radio Equipment Area

- (1) Rack for equipment
- (1) 900MHz radio
- (2) 4.9GHz radios
- (1) Battery backup power supply

Roof

- (1) Antenna tripod mount
- (1) 12 foot 900MHz pole antenna
- (2) 2 foot 4.9GHz dish antennas