

**ADS-B WAM RADIO SITE
FACILITY & TOWER LEASE AGREEMENT**

This Lease Agreement (the “Agreement”) is made between **Routt County, Colorado**, herein called Lessor, and **L3Harris Technologies, Inc.**, herein called Lessee on _____.

The purpose of this Agreement is to support Lessee’s efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). This Prime Contract includes the replacement of the Wide Area Multilateration (WAM) Phase I system in Colorado.

Any “Exhibit” referenced herein and attached hereto is hereby incorporated in its entirety into this Agreement.

Yampa Valley Electric Association, Inc. (“YVEA”) is the owner of the premises subject to this Agreement. Lessor has the right to use the premises and to permit Lessee to use the premises pursuant to a Communications Site Use Agreement and Ground Lease dated September 25, 2019 (“Site Use Agreement”) between Lessor and YVEA. Lessee’s rights under this Agreement are as a sublessee under the Site Use Agreement which rights and obligations are incorporated herein.

Lessor hereby leases to Lessee the premises situated at 38400 Blackmer Drive, Steamboat Springs, CO 80487, and as further described at *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 and eighty (180) days after the date of this Agreement or (ii) on the 1st day of the month following start of equipment installation on premises by Lessee, and terminating five (5) years after the commencement of the term, except as otherwise provided herein.
2. **Renewal Terms.** Lessee shall have the option to renew the Agreement for three (3) additional terms of five (5) years each (the “Renewal Term”). All of the terms and conditions of the Agreement shall apply during the Renewal Term. Unless notice is given by Lessee to Lessor thirty (30) days prior to expiration of the then current term, the Agreement will automatically renew for an additional Renewal Term.
3. **Public Utilities.** Lessee is responsible for the provision of any and all required electrical power and/or telecommunications services to the premises for the term of this Agreement, unless otherwise specified in this Agreement. Initially, the monthly utility reimbursement amount of \$85.00 includes primary electricity and emergency power in case of power failure. However, Lessor reserves the right to evaluate the power

consumption post installation to better determine consumption and adjust the monthly reimbursement accordingly.

4. **Invoicing.** Lessee shall make payments of the monthly utility reimbursement without the need for an invoice. Other payments due, if any and as specified herein, shall be paid by Lessee to Lessor within thirty (30) days after Lessee's receipt of a proper invoice for same. Invoices required hereunder shall be on Lessor's official letterhead and shall include Lessee's purchase order number, if provided by Lessee, and a certification that the invoice is true and accurate. Invoices shall be submitted electronically by Lessor to Lessee at the following address, along with a copy to Lessee's ADS-B contact identified below:

Invoice Address:

L3Harris Technologies, Inc.
2235 Monroe Street, 5th floor
Herndon, VA 20171
Attn: Jennifer Banasik

Email Address for Electronic Submission:

Jennifer.Banasik@L3harris.com

Lessee may from time to time designate any other address for this purpose by giving written notice to Lessor.

5. **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. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by Lessee and for moving expenses.
- c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the premises during the term hereof due to fire or any other cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such destruction shall not terminate this Agreement, except that Lessee shall be entitled to a

proportionate reduction of rent while such repairs are being made, based upon the extent to which such destruction or resultant repairs interferes with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may terminate this Agreement.

- d. **Termination due to Environmental and Structural Evaluation.** Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor if Lessee determines through environmental study or structural analysis that the premises is not acceptable for use by Lessee or able to accommodate Lessee's equipment.
- e. **Termination due to Governmental Permits.** Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor if any governmental approval, authorization, or permit required to install at or operate from the premises is denied, delayed, or revoked after diligent effort by Lessee to attain and maintain such approval, authorization, or permit. Lessor shall cooperate with Lessee in attaining any required approvals, authorizations, or permits.
- f. **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.
- g. **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 a mutually agreed-upon and competent authority, (i) not to provide satisfactorily efficient and effective air traffic coverage, (ii) electrical power, telecommunications, maintenance access, or related availability factors at the premises proves unacceptable for the purpose of Lessee's equipment, or (iii) Lessee's equipment performance has been materially and adversely affected as a result of any man-made obstructions or interference from other users.
- h. **Termination for Convenience.** Either Lessor or Lessee may terminate this Agreement without cause upon one-hundred and eighty (180) days written notice to the other.

6. **Use of Premises.** Lessee shall use and occupy the premises for the purpose of operating a communications site. The premises shall be used by Lessee for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. With Lessor's consent, Lessee may be permitted to change to other type antennas, antenna mountings, or transmission lines that have approximately the same effect on the tower structure load, and approximately the same effect with respect to material interference to other users of antennas located on the tower. In the event that these changes require an updated stress load analysis to be performed, Lessee agrees to pay the cost of having it performed by a qualified Professional Engineer. In the event that the Lessee requires additional antennas, transmission lines, and related mounting hardware to be added to the

tower structure in the future, Lessee agrees to provide an updated stress load analysis performed by a qualified Professional Engineer. In any event, such proposed changes or alterations will only be commenced with advance notice and permission in writing from Lessor, which shall not be unreasonably withheld.

7. **Tower Maintenance.** Lessor represents and warrants that its operation of the tower, exclusive of Lessee's equipment including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission (FCC), FAA and all applicable local codes and regulations.
8. **Entry and Inspection.** Nothing in this Agreement shall limit the rights of Lessor to enter upon the property or facility in which the leased premises are located, or authorize others to do so, for any purpose that does not materially interfere with Lessee operations from the premises.
9. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all local, 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.
10. **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 personal property taxes which may be assessed with respect to such equipment.
11. **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 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 \$1,100,000.00 per occurrence.
12. **Indemnification.** To the extent permitted by law, the Parties each indemnify the other against and hold the other harmless from any and all direct costs, claims, damages, expenses, or causes of action which arise out of this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, LESSEES' EQUIPMENT OR THE PREMISES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVER OF DAMAGES CONTAINED IN THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13. **Limitation of Liability.** Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages to equipment and facilities at replacement value exclusive of personnel costs and/or attorney fees.
14. **Hazardous Substance.** The parties agree that the premises shall be maintained in compliance with all local, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances.

Lessee 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.

15. **Material Interference.** In the event that Lessor shall conclude that any changed circumstances or condition related to use by Lessee of the premises has resulted in material interference generated by the actions of, or equipment owned or operated by Lessee, to the licensed broadcast activity or the signal transmissions of Lessor or other tenant's signal transmissions, Lessor may notify Lessee and Lessee shall forthwith, and upon FCC approval (if required), take expedited action to remedy or prevent such interference, or conduct such testing as may be required to verify that Lessee's equipment is in operational compliance with FCC regulations and Lessee's FCC licenses.

Lessee's rights in and use of the premises shall be subject to Lessor's right to use and to permit others to use the premises as is reasonably required by such others for such other purposes as Lessor may permit, except for those portions of the premises exclusively reserved for use by Lessee. Lessor agrees not to enter into a future lease of any space on the premises which would materially interfere with the broadcast activity or the signal of Lessee, and to include in each future lease of any space on the premises a provision addressing any interference by such tenant with the broadcast activity or signal of Lessee, in substantially the same form as that set forth above.

Subject to FCC rules and regulations and other applicable law, priority protection from interference between multiple licensed users shall be based on the accepted industry

standard in establishing the priority of occupancy of each user to another user of the tower. Each licensed user's priority shall be maintained so long as the licensed user does not materially change the equipment and/or frequency that it is entitled to use on the tower at the time of its initial occupancy.

16. **Notices and Demands.** 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:

When to Lessor:

Routt County, Colorado
Board of County Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, Colorado 80487

When to Lessee:

L3Harris Technologies Inc.
2235 Monroe Street, 5th floor
Herndon, Virginia 20171
Attn: Jennifer Banasik
Jennifer.Banasik@L3Harris.com

17. **Contract Disputes.** This Agreement shall be governed by the laws of the state in which the premises are located, regardless of its choice of law provisions. Venue for any dispute arising as a result of this Agreement shall be in the District Court of Routt County, Colorado.
18. **Assignment and Subletting.** Lessee shall not have the right to assign this Agreement or sublet any portion of the premises without the prior consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.
19. **Successors.** The terms and provisions of this Agreement and the conditions herein bind the Lessor and the Lessor's administrators, successors, and assigns. The terms and provisions of this Agreement and the conditions herein bind Lessee and Lessee's heirs, executors, administrators, successors, and assigns.
20. **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.

21. **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.

LESSOR: Routt County, Colorado

LESSEE: L3Harris Technologies, Inc.

By: _____
Timothy V. Corrigan

By: _____
Koramarie Dieguez

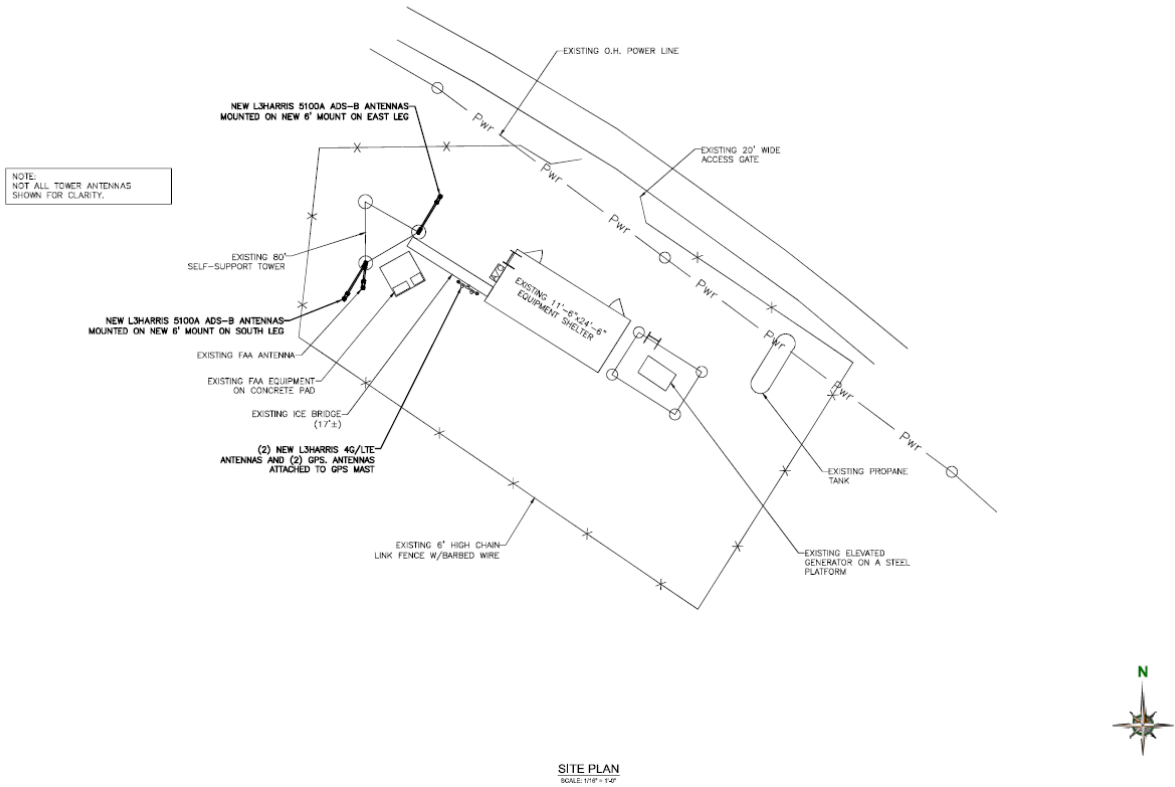
Title: Chair, Routt County Board of
County Commissioners

Title: Subcontract Manager

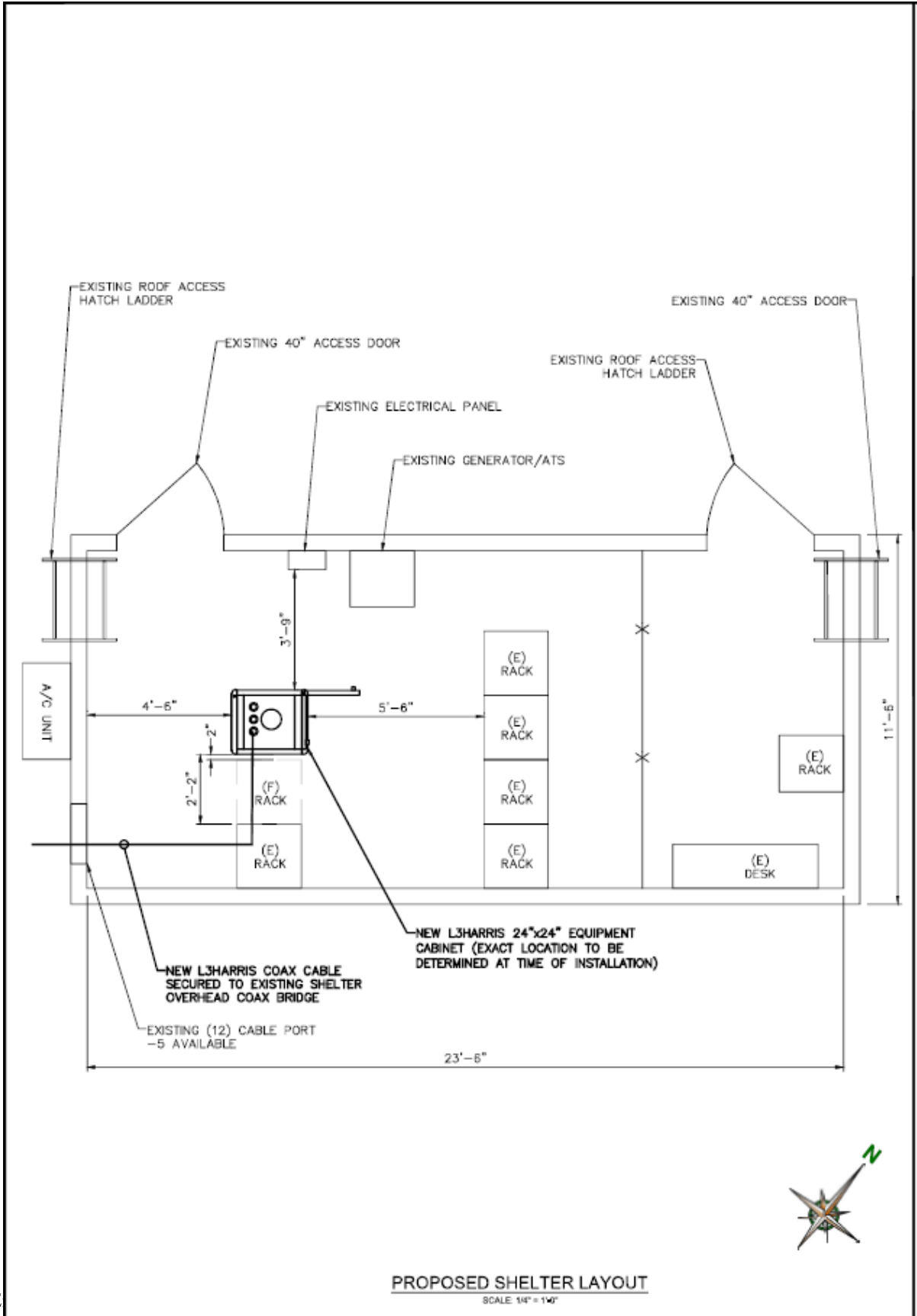
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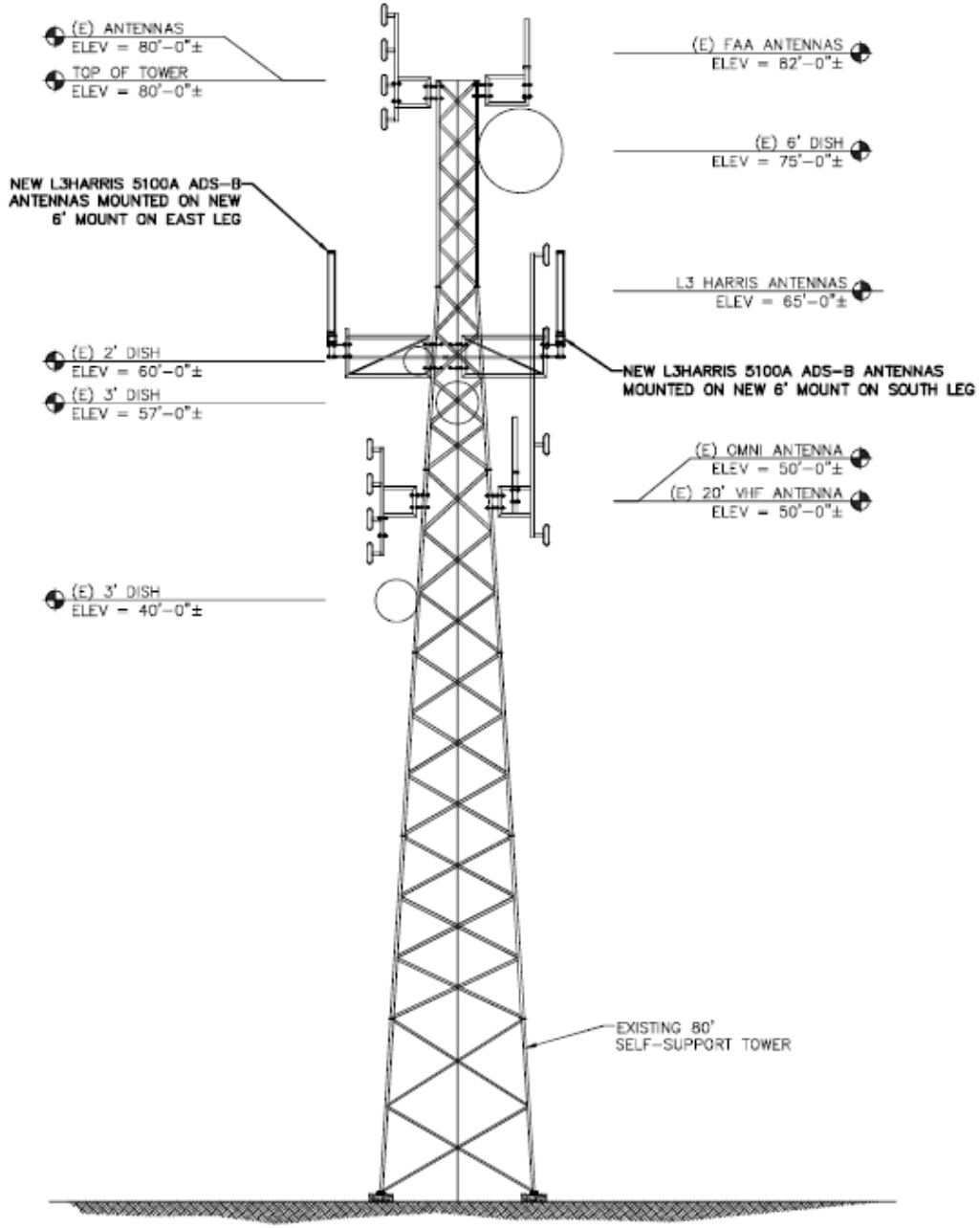
EXHIBIT A



Mount Emerald
SV383-03



NOTE:
 FAA ANTENNA LOCATION AND RAD CENTER
 TO BE VERIFIED WITH EXISTING
 DOCUMENTATION, TOWER STRUCTURAL
 ANALYSIS OR TOWER MAPPING REPORT.
 ANTENNAS AND DISHES BY OTHERS ARE
 NOT SHOWN FOR CLARITY.



PROPOSED ELEVATION
 SCALE N.T.S.

Mount E
 SV383-03