

R-136.50
R-131

RCD 04M 09 2003 08:43a
KAREN NICOLAI, CLERK

** OFFICIAL RECORDS **
BK: 1650 PG: 454

FILE# 2003-021925
HERNANDO COUNTY, FLORIDA

AVIATION GROUND LEASE

THIS IS AN AVIATION GROUND LEASE (Ground Lease) dated as of April 1, 2003, between **HERNANDO COUNTY, a political subdivision of the State of Florida**, as **LESSOR** whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601, and **RAYTHEON COMPANY**, as **LESSEE**, whose address is 141 Spring Street, Lexington, MA 02421.

WHEREAS, the Department of Army, United States Army Aviation and Missile Command, has entered into a Contract with Raytheon Company, and;

WHEREAS, Raytheon Company has identified the Hernando County Airport as a site for flight testing and final acceptance of ATNAVICS systems, and;

WHEREAS, Raytheon Company and Hernando County have agreed upon the use of an airfield site for the location of fixed and portable contract equipment, and;

WHEREAS, Hernando County is desirous of developing a present and continuing business relationship with Raytheon Company; however, assigning all liability and risk of using the aforesaid equipment and ATNAVICS systems on County owned property to the Raytheon Company.

WITNESSETH:

The **LESSOR** and the **LESSEE** hereby covenant and agree as follows:

The above recitals are fully incorporated herein by reference.

SECTION 1. LEASE OF LEASED LAND

The **LESSOR** hereby leases 9,000 SF (mol) of the Hernando County Airport land, described as shown in Exhibits A1, A2 & A3 (Premises), to the **LESSEE** and the **LESSEE**

hereby hires, takes and leases the Premises from the LESSOR, for the term, at the rental and on the conditions herein set forth.

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SECTION 2. LEASE TERM

The lease term for the Premises shall commence on the ____ day of March 2003, and shall end on the anniversary date three (3) years hence. LESSEE shall have the option, upon giving written notice to LESSOR not less than three months prior to the expiration of the initial term, to renew the lease for two additional One (1) year terms provided LESSEE has complied with all the terms and conditions of the original lease and is not in default under the original lease terms and LESSEE and LESSOR can reach mutual agreement on the lease payments for the renewal term(s), which payments shall not exceed 1/1 years. Any requests for renewal will automatically subject any new lease to any rules, regulations, covenants, or restrictions affecting the use of the subject property that are in effect at the time of the renewal. LESSOR and LESSEE agree that this lease may be terminated for just cause upon sixty (60) days written notice to the other party. Upon termination of said lease, all fixed improvements shall revert to LESSOR.

SECTION 3. PERMITTED USES

LESSEE shall use the Premises to: (1) install a mobile / modular office building on site; (2) install a reflector on the Airport's Glide Slope Antenna; (3) periodically place an OPS vehicle and Sensor vehicle on-site for testing purposes; (4) install an underground electrical power cable for power to the office building; (5) access the Premises from the Runway Drive Gate and (6) perform other related activities pursuant to the tests required. It is understood and agreed that the business purpose of LESSEE is for completion of work subject to an existing contract with the Department of Army (Contract DAAB07-95-C-B001, ATNAVICS) and should changes occur,

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the conformance of which shall be determined and approved in writing in advance by the LESSOR through the Airport Director, which approval shall not be unreasonably withheld or delayed. All equipment and improvements installed by the LESSEE under this Ground Lease shall be installed in a professional and workmanship-like manner and without harm to any of the equipment or improvement of the LESSOR or others. LESSEE, at LESSEE's sole expense, shall maintain or cause to be maintained, all of its facilities, equipment and improvements in good condition.

SECTION 4. RENT

The LESSEE agrees to pay to the LESSOR as land rent, hereinafter known as rent, for the leasehold described in Section 1, the sum of One hundred and Twenty-five Dollars (\$125.00) per month or any portion thereof. Rent payments shall commence on March 1, 2003 or at start of equipment or building setup on-site, whichever is last. Rent payments shall be paid in equal monthly installments and shall be due and payable on the first day of each month thereafter. A ten percent (10%) penalty or an amount of \$25.00 (twenty-five dollars), whichever is greater, will be applied to all rents received after 5:00 PM on the tenth (10th) of the month. Lessee is separately responsible for taxes, sales tax, late fees, special assessments, fire protection fee and/or any fees assessed by lawful authority.

This rental amount shall be in effect for the three (3) year term and then shall be subject to review, should the term of this lease be extended.

SECTION 5. NOTICES

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given 24 hours when mailed by recognized overnight carrier addressed to the

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LESSOR or LESSEE as shown on page one of this lease. The **LESSOR** and the **LESSEE** may, by notice given hereunder, designate in writing any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 6. BINDING EFFECT

This Ground Lease shall inure to the benefit of and shall be binding upon the **LESSOR** and the **LESSEE** and their respective successors and assigns.

SECTION 7. SEVERABILITY

In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

LESSEE will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws, and governmental regulations, together with those regulations generally applicable to Airport tenants as adopted from time to time by **LESSOR's** governing board after due public notice and hearing.

SECTION 9. ASSIGNMENT AND SUB-LETTING

LESSEE may assign this Ground Lease; however, as a condition to any assignment, Raytheon Company, for itself and its successors, agrees to remain jointly and severally liable under this Ground Lease for each and every provision hereunder and including all guarantees, representations, indemnifications, and performances for so long as this Ground Lease remains in effect and including all extensions thereto. It is further agreed that the Assignee under any assignment shall be jointly and severally liable for each and every provision hereunder and

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including all guarantees, representations, indemnifications, and performances for so long as this Ground Lease remains in effect and including all extensions thereto. LESSOR shall be immediately notified in writing as to any assignment and LESSOR shall be provided a copy of all documents effecting such assignment.

SECTION 10. INSURANCE

At all times while this lease remains in force, LESSEE agrees to maintain, at LESSEE's expense, fire and casualty insurance on the improvements located on the Premises for the full insurable and replacement value thereof, with the LESSOR being named as an additional insured (as to all fixed improvements only). Additionally, LESSEE agrees to maintain, at LESSEE's expense, general liability insurance with respect to this Ground Lease and primary coverage not less than \$1,000,000 and umbrella coverage not less than \$5,000,000, with the LESSOR being named as an additional insured. All insurance shall have a Best's Rating of "A" or better. LESSEE shall deliver to LESSOR certificates or binders evidencing the existence of the insurance upon issuance of the Certificate of Occupancy and shall be obligated to provide evidence of continuing coverage throughout the term of this lease. The insurance binder shall provide that the insurance carrier shall notify LESSOR twenty (20) days prior to the date of expiration of coverage thereunder. LESSEE shall notify LESSOR in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation. Failure to maintain required insurance and to provide continuing evidence of insurance to LESSOR is a material breach of this lease and shall be grounds for LESSOR to take immediate action to evict LESSEE pursuant to applicable law.

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SECTION 11. INDEMNIFICATION

LESSEE agrees to indemnify and hold harmless the **LESSOR** from any and all claims, disputes, actions, or causes, arising out of or resulting from **LESSEE's** use of or activities on the Premises or upon the Airport streets or property of the **LESSOR**, except matters arising from **LESSOR's** gross negligence or willful misconduct.

Further, to the extent not otherwise covered by the foregoing general indemnity, the **LESSEE** hereby agrees that the **LESSOR** is indemnified from any damage, costs, expenses, fines or liabilities for **LESSEE's** use of the Premises which results in violation of applicable environmental laws.

SECTION 12. UTILITIES, TAXES and FEES

LESSEE shall pay all applicable taxes including sales tax, special assessments, and all costs and charges for water, gas, fire protection, electricity, water/sewer services, garbage service, telephone service, and other utilities or fees as levied by lawful authority used in connection with the Premises while this lease remains in force.

SECTION 13. SUITABILITY OF PREMISES

LESSEE has examined the Premises before entering into this lease and does not rely upon any representations by **LESSOR** as to the condition of the Premises or its suitability for **LESSEE's** purposes. All fees, surveys and permits necessary for the setup, development and use of said Premise shall be at **LESSEE's** sole expense.

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SECTION 14. LESSOR'S REMEDIES FOR LESSEE'S DEFAULT

If LESSEE fails to pay LESSOR the rent required hereunder when due, or otherwise defaults in the performance of LESSEE's obligations hereunder and fails to cure said default within twenty (20) days after receipt of written notice to LESSEE by LESSOR of said default provided, however, that in the event of a non-monetary default only, if said default cannot be cured within twenty (20) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said twenty (20) day period and thereafter diligently prosecutes said cure to completion, LESSOR may; (a) take possession of the Premises and recover immediately from LESSEE the unpaid rent specified herein less the fair rental value of the Premises for the remainder of the lease period, reduced to present worth, or (b) take possession of the Premises and recover from LESSEE, at the end of the lease period or at the time each payment of rent becomes due hereunder, as LESSOR may choose, the unpaid rent specified herein less the net rent, if any, received by LESSOR from re-leasing or renting. The remedies specified above are not in limitation of any other remedies allowed in law and equity. All costs incurred by LESSOR or LESSEE in enforcing the terms of this lease shall be borne by the defaulting party, including reasonable attorney fees.

SECTION 15. AIRPORT MATTERS

This Lease is subordinate to the provisions of grant agreements between the LESSOR and the United States of America, the State of Florida or their agencies, requiring compliance with all rules and regulations of the Federal Aviation Administration, including but not limited to

Compliance Order 5190.6A, as amended from time to time, relative to the operation of the Surplus Airport Property known as Hernando County Airport.

SECTION 16. EXCLUSIVE RIGHTS

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Notwithstanding anything herein contained that may be, or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another operator or other operators in other portions of the airport property.

SECTION 17. NON-DISCRIMINATION

The LESSEE for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Lease for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

SECTION 18. STANDARD PROTECTION CLAUSES

A. The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or

flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Hernando County Airport.

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B. The LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

C. The LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

SECTION 19. COVENANTS

A. As a part of the consideration for this lease, the LESSEE covenants and agrees:

1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the LESSOR from said land herein leased, equal in amount to said rents.

2. That if part of or one of the buildings be destroyed or rendered untenable by fire or other unavoidable accident, the LESSEE shall make appropriate repairs or replacement or demolition within a period of six (6) months. Time extension(s) may be granted by LESSOR for good cause upon written request by LESSEE and all such actions by LESSEE must be approved by LESSOR in writing.

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3. That in the event the LESSEE, without the prior written consent of the LESSOR, shall sell, assign or in any manner encumber or pledge this lease, or if the LESSEE shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the LESSOR may, if it elects, at any time thereafter, terminate this lease or any of the terms thereof, on giving the LESSEE fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease or those terms thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination and expiration thereof. However, if LESSEE cures the default within fifteen (15) days of receipt of the notice mentioned above, then LESSOR's right to terminate this lease shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

4. That if at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against LESSEE in any court pursuant to any law either of the United States or of any State, a

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petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of LESSEE's property, or if LESSEE makes an assignment for the benefit of creditors, this lease, at the option of the LESSOR, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither LESSEE nor any person claiming through or under LESSEE by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. LESSOR, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of moneys received by it from LESSEE or others in behalf of LESSEE.

5. LESSEE agrees to conduct its operations at all times in conformance with the representations contained in LESSEE's written presentation materials dated 3/21/2003 (consisting of 13 pages) attached as Exhibit B hereto and made a part hereof.

B. As a part of the consideration for this lease, the LESSOR, upon its part, hereby covenants and agrees as follows:

1. That the LESSEE may quietly hold and enjoy the Premises hereby leased without any interruption by the LESSOR, or any persons claiming through or under it, provided that on the breach of any of the covenants by the LESSEE herein contained the LESSOR may thereupon re-enter said Premises and immediately the said term will be terminated.

2. That LESSOR is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but LESSOR affirms

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that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **LESSOR** has not disposed of any hazardous materials on the Premises.

3. **LESSOR** agrees that it will not seek payment or contribution from **LESSEE** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Ground Lease; or where such claims or cost were not caused, influenced, or contributed to by **LESSEE**, its employees, agents, contractors, or persons acting under the direction or control of **LESSEE**, and such claims or costs are not in any way related to or stems from any of the activities described under this Ground Lease.

4. Nothing in the foregoing is intended for **LESSOR** to relinquish any of its rights as a sovereign local government and **LESSOR** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 20. DESIGNATION OF LESSOR AGENT

This **LESSOR** designates and the **LESSEE** agrees that the Airport Director of the Hernando County Airport shall do and perform on behalf of the **LESSOR** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 21. EXECUTION IN COUNTERPARTS

This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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SECTION 22. CANCELLATION

LESSOR hereby agrees that if **LESSEE** is unable to acquire necessary permits prior to the setup or development on the leasehold for its intended purpose, **LESSEE**, in writing and with a minimum of ten days notice to **LESSOR**, may cancel this lease subject to rents due to date of cancellation and restoration of leasehold to reasonable satisfaction of **LESSOR**.

LESSOR further agrees that in the event that the military contract that **LESSEE** is operating under in connection herewith is canceled or terminated, or **LESSEE** is no longer able to perform thereunder, then **LESSEE**, in writing and with a minimum of thirty (30) days notice to **LESSOR**, may cancel this Ground Lease subject to rents due to date of cancellation and restoration of leasehold to reasonable satisfaction of **LESSOR**.

SECTION 23. LEASE RECORDING

This Ground Lease shall be recorded at **LESSEE**'s expense. Recording of said Lease will be completed following the agreement and execution by the **LESSOR**. The processing of this Lease for recording will be completed by County Staff.

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IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Ground Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

ATTEST:

Nancy L. Meagher

LESSEE

RAYTHEON COMPANY

By: [Signature]
 Name: Ray B. Stephens
 Title: Senior Vice President and General Counsel

LESSOR

**BOARD OF COUNTY COMMISSIONERS
 HERNANDO COUNTY, FLORIDA
 20 N. MAIN STREET, ROOM 460
 BROOKSVILLE, FL 34601**

By: [Signature]
 Mary L. Whitehouse, Chairperson

ATTEST:

[Signature]
**KAREN NICOLAI,
 CLERK OF CIRCUIT COURT**

CONCURRENCE

**HERNANDO COUNTY AVIATION
 AUTHORITY**

By: [Signature] 3/21/03
 Steven A. Helm, Chairman

WITNESS:

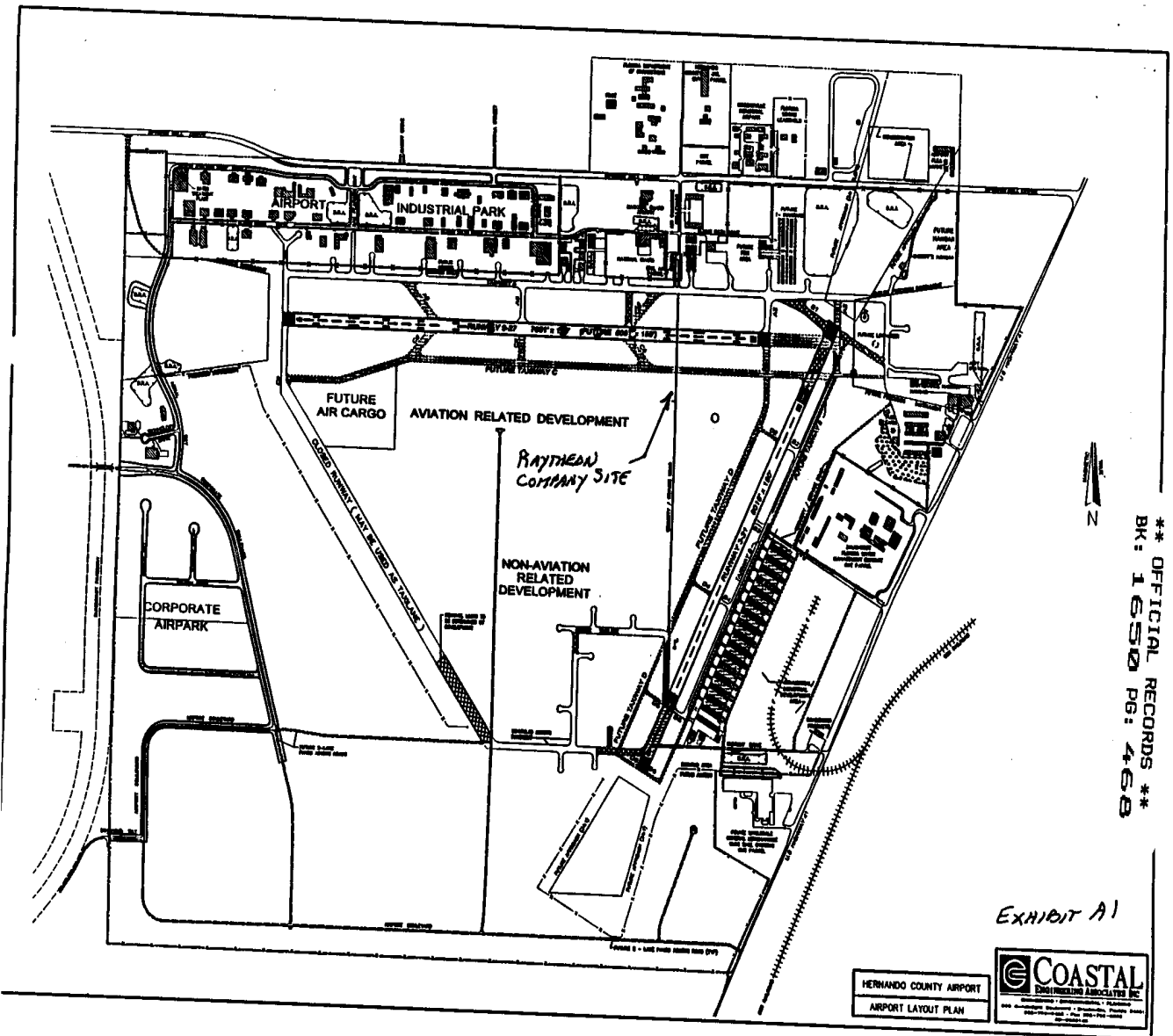
[Signature]

**APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY:**

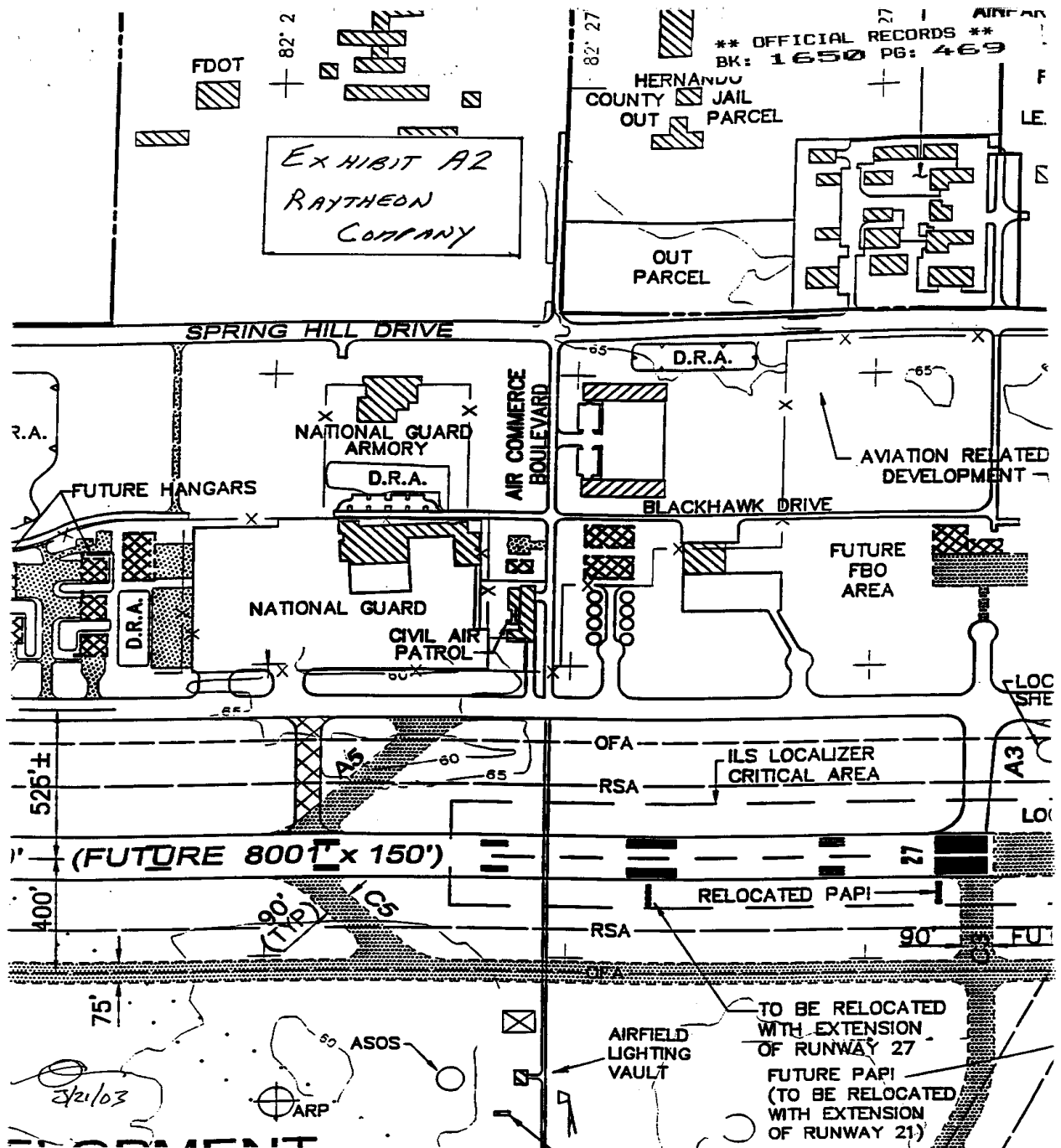
[Signature] 3/21/03
**Geoffrey T. Kirk
 Assistant County Attorney**

Prepared By: Hernando Co., Airport, Raythlsc, 1, rev. CAO, kw/airport/raytheon_lease
 Revised By: County Attorney's Office-gtk-03/21/03 - 4:35 p.m.

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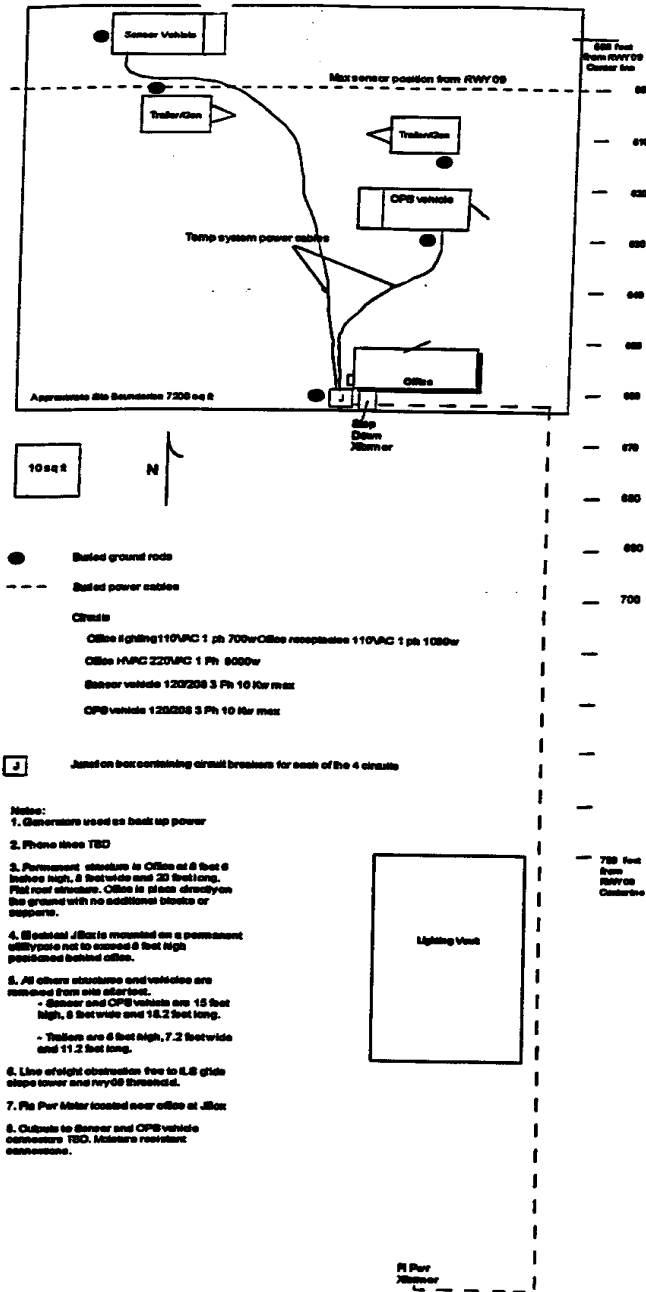


EXHIBIT
 A3
 RAYTHEON
 COMPANY

3/24/03

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BK: 1650 PG: 471

RAYTHEON




ATNAVICS TEST PROPOSAL

Submitted to
Hernando County Aviation Authority
March 21, 2003

Prepared by J. Hoban
727-768-8917

Exhibit B to Ground Lease
dated March 2003 between
Hernando County &
Raytheon Company

3/21/2003


3/21/03

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ATNAVICS

Air Traffic Navigation Integration and Control System



3/21/2003

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Purpose of Proposed Testing

- Perform flight testing in support of US Army contract requirements.
 - Army acceptance and buy off of production system performance
- Planned Aircraft usage
 - Civil aircraft from local FBO used for dry runs
 - Army test aircraft used during final acceptance
- PAR approaches on runway 090
- ASR tracking north of BKV
 - 25 nmi range up to 10,000 feet AGL altitudes

3/21/2003

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Test Period

- Duration of test
 - 3 weeks for first system
 - 2 weeks follow on systems
- Frequency of testing
 - One system per month minimum starting as soon as possible
 - Two systems per month maximum
- Length of current contracts
 - Through 2005 with options through 2007

3/21/2003

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RF Emissions Safety

- Calculated RF levels prior to RF survey
- RF survey conducted on actual ATNAVICS system during engineering development phases at Hanscom AFB, Ma.
 - Survey performed February 1998
 - Determine RF levels at various distances from radiating antennas.

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- Precision Approach Radar (PAR)
 - Operation frequencies: 9020, 9057, 9143, 9180 MHz
 - OHSA Maximum Permissible Exposure Limits
 - 6.013 mW/cm²
 - Limit = $f/1500$ where,
f is frequency
- Data source IEEE std C95.1 1999 edition

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Calculated Power Densities (PAR)

- Calculated power density at PAR radiating element (Face of antenna)
 - 15.53 mW/cm²
- Calculated power density at 4.26 feet from antenna
 - 6 mW/cm²
- Calculated power density at 9.8 feet from antenna
 - 2.4 mW/cm²

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Actual Power Densities (PAR)

- Actual measured power density at barrier fence
20 feet from PAR antenna
 - .01 mW/cm²
- Actual measured power densities 70 feet from
PAR
 - <.005 mW/cm²

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Airport Surveillance Radar (ASR)

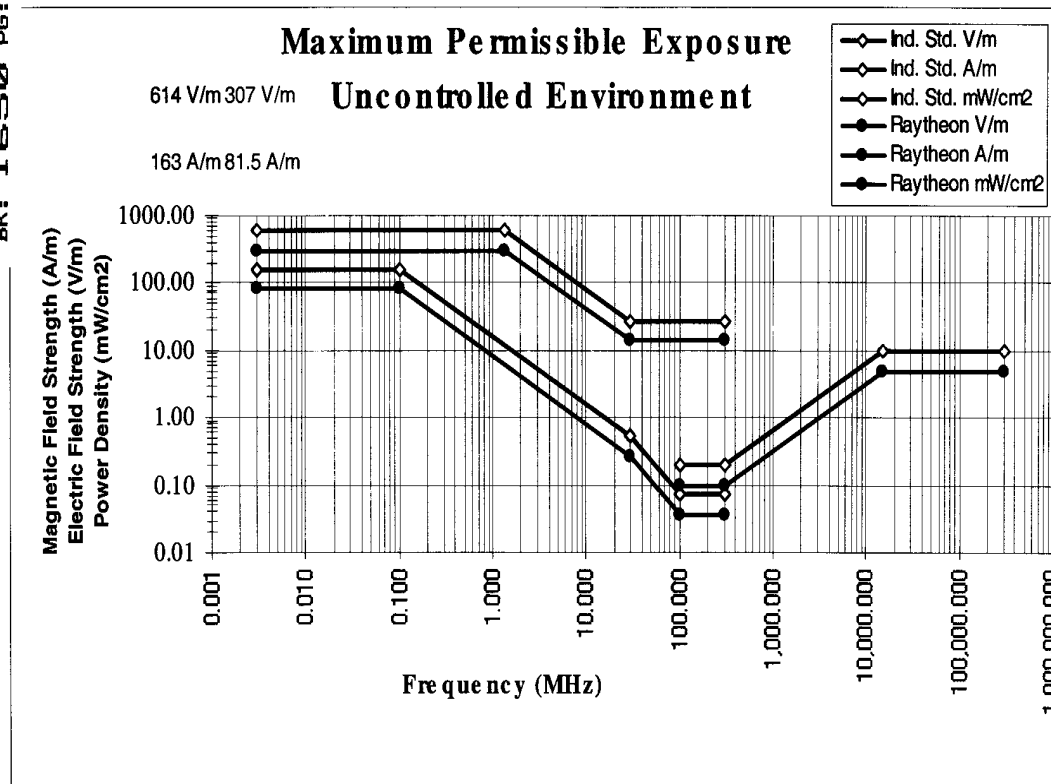
- Operating Frequencies 2745, 2746, 2815, 2816 MHz
- OSHA Maximum Permissible Exposure Limits
 - 1.83 mW/cm²
- Actual measured power density at barrier fence
 - .020 mW/cm²
- Actual measured power density at 50 feet from antenna
 - <.005 mW/cm²

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Industry Standard Limits / Raytheon Limits

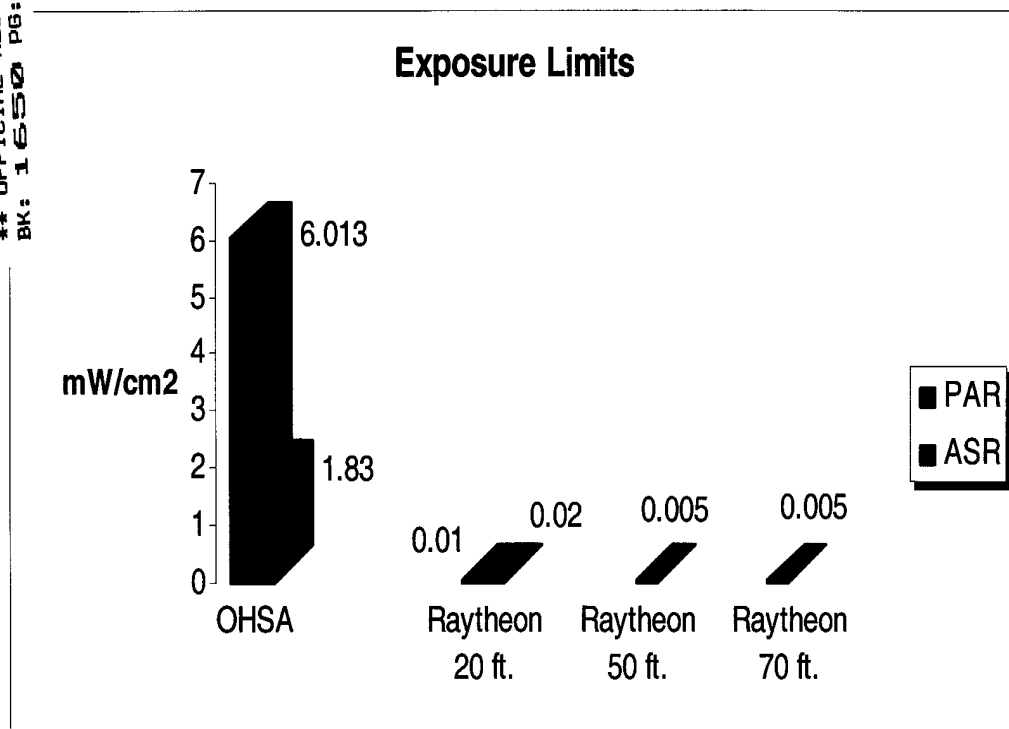


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OHSA / Raytheon Exposure Limits



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Raytheon Safety Control Plan

Electromagnetic Energy Exposure Control Plan (EEECP)

Raytheon Standard Policy 10-1005-110

- Control plan to include:
 - Initial RF survey at BKV to confirm compliance with OSHA limits
 - Barrier fence around Radhaz zone perimeter
 - Warning signs posted
 - RF emission signals - warning lights/flags
 - Raytheon test personnel and/or security personnel on site at all times to prevent unauthorized test site entry

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- Frequency coordination with other agencies:
 - Army Spectrum Management Office - complete
 - Federal Aviation Authority - complete
 - Federal Communications Commission - in process
 - Aerospace & Flight Test Radio Coordination Counsel - complete

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