

7

R Rm 131

2010044131

JOAN 2763/719

Lease Number: SV009-01  
Facility: ADS-B Radio Station Site  
Location: Hernando County Airport

OFFICIAL RECORDS  
BK: 2763 PG: 719

08/18/2010 9:34AM # Pages 8  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

**LEASE**

Between

**Hernando County**

and

**ITT Corporation**



LT1-2-2010044131-1



LT2-2763-719-8

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of AUGUST in the year 2010, by and between Hernando County, a political subdivision of the State of Florida, whose address is: 15800 Flight Path Drive, Brooksville, FL 34604, hereinafter referred to as the Lessor and ITT Corporation, whose address is 12930 Worldgate Drive, Herndon Virginia 20170, hereinafter referred to as ITT.

WHEREAS, the parties understand and agree that this Agreement is taken in support of FAA Contract DTFAWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**1. PREMISES**

The Lessor hereby leases to ITT the following described property located at:

**See Attached Lease Exhibit A**

- (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.
- (b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

**2. PUBLIC UTILITIES**

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this Agreement. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

**3. TAXES**

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by ITT.

**4. INSURANCE**

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on the leased site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance:

1. 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 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000 per occurrence.

**5. TERM**

To have and to hold said premises with their appurtenances for the term beginning at the date of this Agreement, subject to renewal rights, as may be hereafter set forth.

**6. CONSIDERATION**

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

**7. RENEWAL**

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

**8. RESTORATION**

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

**9. INTERFERENCE WITH RADIO SITE OPERATIONS**

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT consent shall not be unreasonably withheld and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. ITT consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

**10. HAZARDOUS SUBSTANCE**

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

The Lessor agrees to save and hold ITT harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of ITT's facilities.

**11. QUIET ENJOYMENT**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

**12. INDEMNIFICATION**

To the extent permitted by law, the Parties each indemnify the other against and hold the other harmless from any and all costs, claims, damages, expenses, or causes of action which arise out of the this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party. Neither Party shall have any liability for any incidental, special, punitive, consequential, exemplary or indirect damages whatsoever arising out of this Agreement. The waiver of damages contained in this paragraph shall survive any termination of this Agreement.

**13. CONTRACT DISPUTES**

This Agreement shall be governed by the laws of the State in which the property is located, with the exception of its choice of law provisions. 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. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

14. SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

15. NOTICES

All notices /correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: 15800 Flight Path Drive  
Brooksville, FL 34604

To ITT: ITT Corporation  
12930 Worldgate Drive  
Herndon, Virginia 20170  
Attention: ADS-B Subcontracts Department

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

ATTEST:  
By: *Karen Nicolai*  
Karen Nicolai, Clerk

Date: 8/11/10

WITNESS:

BY \_\_\_\_\_

HERNANDO COUNTY

By: *John Druzbeck*  
John Druzbeck, Chairman  
Board of County Commissioners

Date: 8/10/10

ITT CORPORATION

By: *Frank Pallante*  
Frank Pallante, Vice President  
Director of Contracts & Purchasing

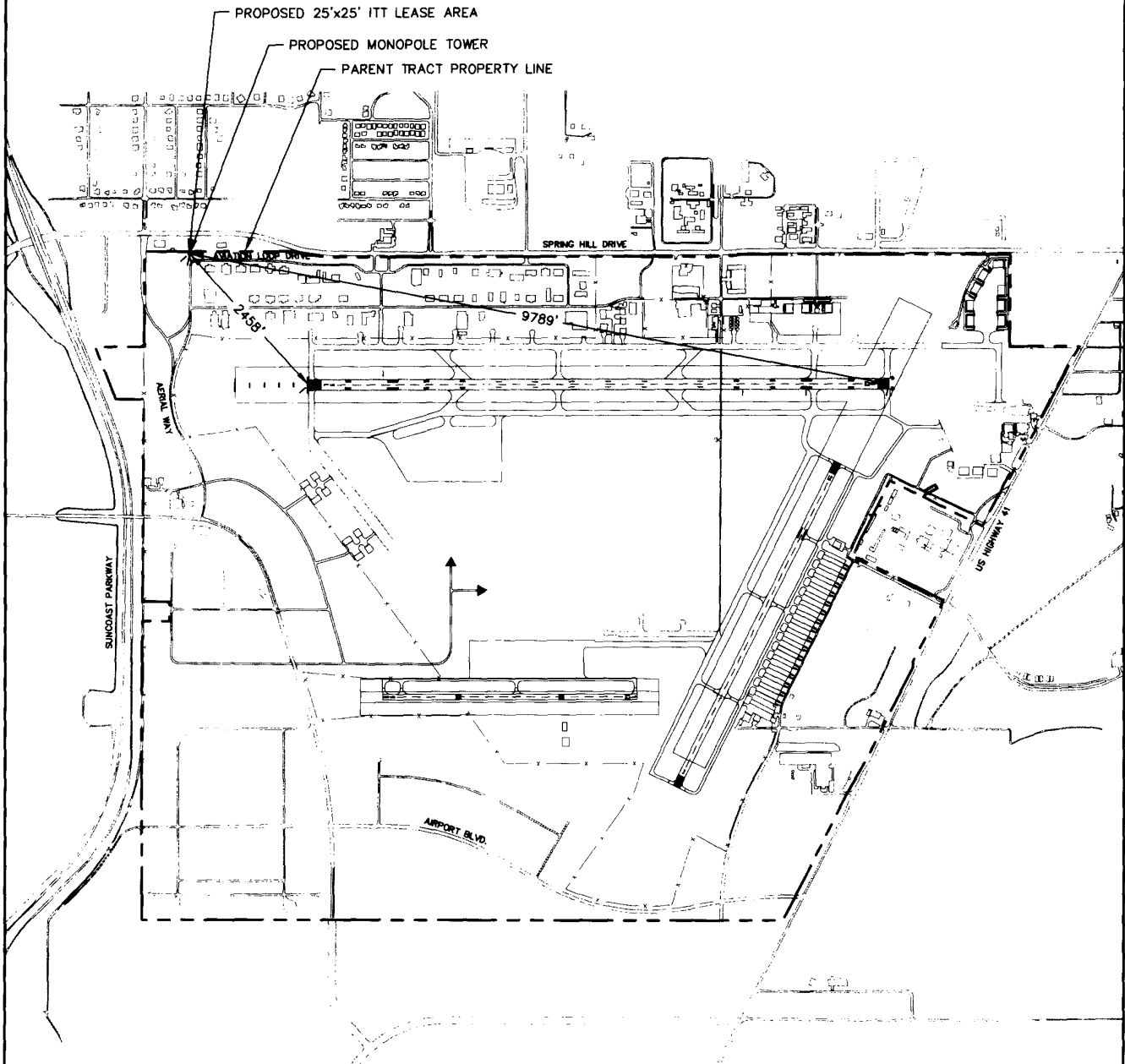
[print name and title]

Date: 7-7-2010

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY *[Signature]* 6/21/10  
County Attorney's Office

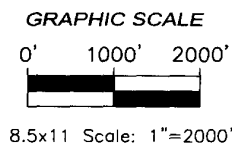
Exhibit A

OFFICIAL RECORDS  
BK: 2763 PG: 723



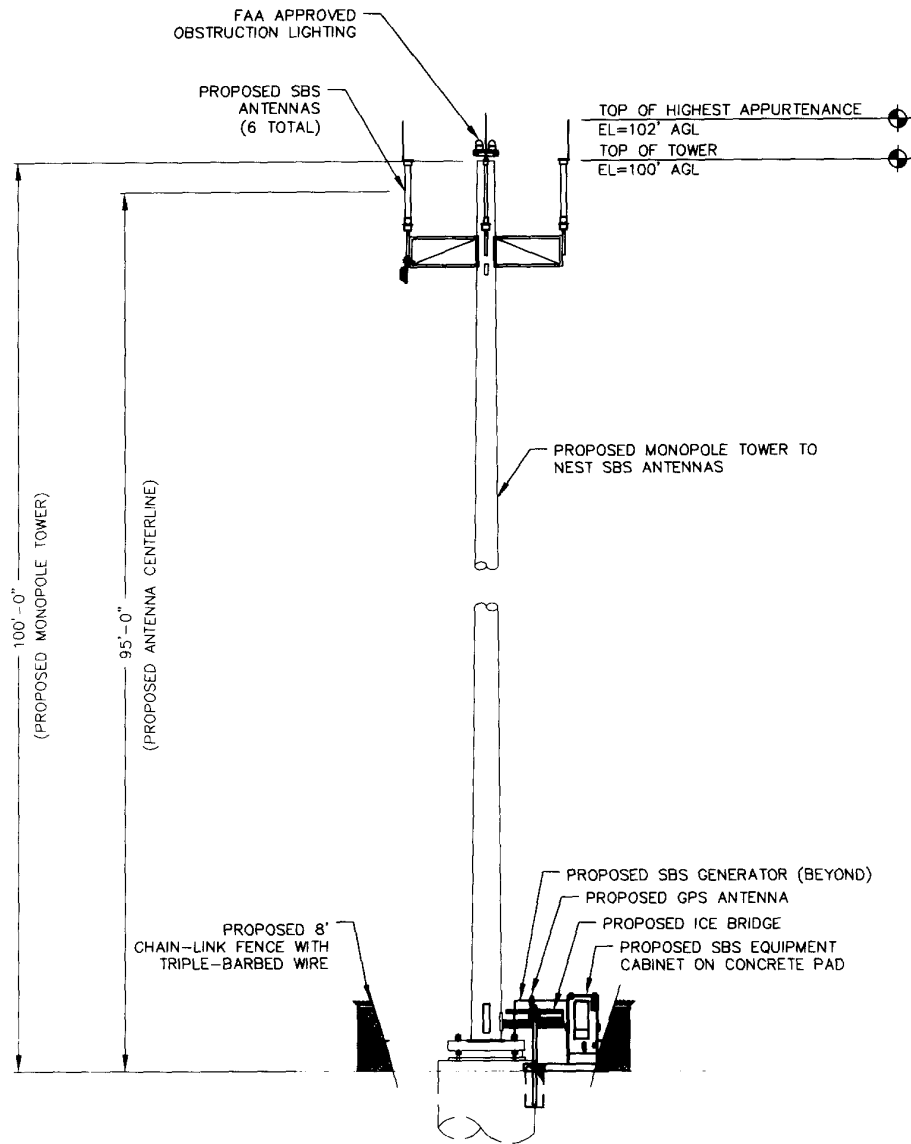
OVERALL SITE PLAN

Approved by: \_\_\_\_\_  
ITT: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Foresite: \_\_\_\_\_



**ITT SITE NAME/NUMBER**  
**HERNANDO COUNTY AIRPORT/ SV009-01**  
**LEASE EXHIBIT-SHEET 1 OF 3**  
**SITE ADDRESS**  
**15337 AVIATION LOOP DRIVE**  
**BROOKSVILLE, FL 34604**





**TOWER ELEVATION**  
NOT TO SCALE

Approved by: \_\_\_\_\_  
ITT: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Foresite: \_\_\_\_\_

  
**ITT SITE NAME/NUMBER**  
**HERNANDO COUNTY AIRPORT/ SV009-01**  
**LEASE EXHIBIT-SHEET 3 OF 3**  
**SITE ADDRESS**  
**15337 AVIATION LOOP DRIVE**  
**BROOKSVILLE, FL 34604**