

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 16, 2008

Division: Administration/Airports

Bulk Item: Yes  No

Department: Florida Keys Marathon Airport

Staff Contact Person/Phone #: Reggie Paros, x6060

---

**AGENDA ITEM WORDING:** Approval of agreement with ITT Corporation (ITT) to lease a parcel of land at the Florida Keys Marathon Airport for use as an aeronautical equipment site

---

**ITEM BACKGROUND:** The Federal Aviation Administration (FAA) Surveillance and Broadcast Services, Automatic Dependent Surveillance – Broadcast (ADS-B) contract was awarded to ITT Corporation on August 30, 2007. ITT proposes to install a Surveillance and Broadcast Services (SBS) radio station on the Florida Keys Marathon Airport at no cost to the County of Monroe. ADS-B will provide technology that in the near term will enhance safety and in the longer term promise significant system capacity and efficiency benefits essential to meeting forecasted increases in air traffic demand. The attached agreement leases a parcel of land to ITT for construction of the site and authorizes occupancy of the premises, at no cost, until September 30, 2025.

---

**PREVIOUS RELEVANT BOCC ACTION:** On February 20, 2008, Board granted conceptual approval to enter into a long-term, no-cost lease with ITT Corporation for an aeronautical equipment site at Florida Keys Marathon Airport.

---

**CONTRACT/AGREEMENT CHANGES:** This is a new agreement.

---

**STAFF RECOMMENDATIONS:** Approval

---

**TOTAL COST:** n/a

**BUDGETED:** Yes  No

**COST TO COUNTY:** \$0.00

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes  No  **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty YES OMB/Purchasing YES Risk Management YES

**DOCUMENTATION:** Included  Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

**CONTRACT SUMMARY**

Contract #

Contract with: ITT Corporation

Effective Date: April 16, 2008

Expiration Date: September 30, 2025

Contract Purpose/Description: Lease of space for installation of surveillance and broadcast services radio station site at the Marathon Airport. ITT Corporation serves as FAA's prime contractor for SBS ground infrastructure deployment. (BOCC granted conceptual approval to enter into a long term, no cost lease with ITT for an aeronautical equipment site on February 20, 2008)

Contract Manager: Reggie Paros

6060

Marathon Airport Stop 15

(Name)

(Ext.)

(Department)

for BOCC meeting on April 16, 2008

Agenda Deadline: April 1, 2008

**CONTRACT COSTS**

Total Dollar Value of Contract: \$0.00

Current Year Portion: \$ \_\_\_\_\_

Budgeted? Yes  No  Account Codes: \_\_\_\_\_

Grant: \$ \_\_\_\_\_

County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr

For: \_\_\_\_\_

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

|                   | Date In        | Changes Needed  | Reviewer              | Date Out       |
|-------------------|----------------|---|-----------------------|----------------|
| Division Director | <u>3/31/08</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u>    | <u>3/31/08</u> |
| Risk Management   | <u>3/28/08</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u>    | <u>3/28/08</u> |
| O.M.B./Purchasing | <u>3/28/08</u> | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <u>David P. Owens</u> | <u>3/31/08</u> |
| County Attorney   | <u>3/27/08</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u>    | <u>3/27/08</u> |

Comments: \_\_\_\_\_

# LAND LEASE

Lease Number: \_\_\_\_\_  
Facility: **ADS-B Radio Station Site**  
Location: **Florida Keys Marathon Airport**

## LEASE

Between

**Monroe County Board of County Commissioners**

and

**ITT Corporation**

THIS LEASE, made and entered into this 16th day of April in the year 2008, by and between Monroe County, a political subdivision of the State of Florida, whose address is Gato Building, 1100 Simonton Street, Key West, Florida 33040, hereinafter referred to as the Lessor, and ITT Corporation, whose address is 12975 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 DTFWA-07-C-00067, issued to ITT on August 30, 2007.

### 1. PREMISES

The Lessor hereby leases to ITT a parcel of land located at the Florida Keys Marathon Airport, as described in Exhibit "A" attached hereto and incorporated herein. The premises are leased to the Lessee for the sole purpose of constructing a 20x20 foot fenced compound containing an ADS-B radio shelter equipment cabinet and an emergency power propane generator with fuel tank set on concrete equipment pads, and a 50 foot high monopole tower structure constructed of steel with a concrete foundation.

(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.

---

INITIALS \_\_\_\_\_

Lessor

ITT

Page 1

(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 lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

**3. TERM**

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

**4. 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 and that the premises shall be used solely in support of the ADS-B program under FAA contract DTFWA-07-C-00067, issued to ITT on August 30, 2007.

**5. RENEWAL**

This lease may be renewed at the option of ITT from year to year 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.

**6. 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.

---

INITIALS \_\_\_\_\_

Lessor

ITT

**7. 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 interferes with the proper operation of the facilities installed by ITT under the terms of this Lease, unless subsequently agreed on a case by case basis by both parties. ITT shall support the Lessor in the evaluation of potential interference issues. FAA approval shall be required if any potential interference results in potential limitations in radio station performance within the NAS.

**8. 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.

**9. 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.

**10. CONTRACT DISPUTES**

This Agreement shall be governed by the laws of the State of Florida, 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.

**11. 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.

---

INITIALS \_\_\_\_\_

Lessor

ITT

**12. 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: Airport Manager  
Florida Keys Marathon Airport  
9400 Overseas Highway, Suite 200  
Marathon, FL 33050

To ITT: ITT Corporation  
12975 Worldgate Drive  
Herndon, Virginia 20170  
Attention: ADS-B Subcontracts Department, Mr. Jaye Seay

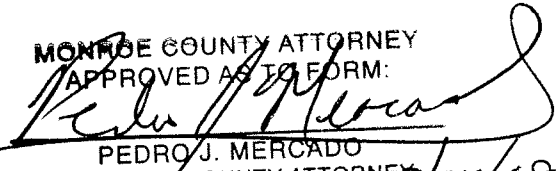
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date above written.

**Monroe County**

BY \_\_\_\_\_ Mayor \_\_\_\_\_  
Charles "Sonny" McCoy (official title) (date)

**ITT CORPORATION**

BY \_\_\_\_\_  
(Signature) (official title) (date)

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date 3/27/08

INITIALS \_\_\_\_\_

Lessor

ITT



## FAA TOWER CERTIFICATION

Date: February 08, 2008

Re: **Marathon Airport site Proposed Tower**  
Monroe County, Florida

I hereby certify that the following Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally; and that the following tower site elevation is accurate to within +/- 3 feet vertically.

NAD 83

Latitude: 24° 43' 44.66" N.

Longitude: 81° 02' 22.73" W.

NAD 27

Latitude: 24° 43' 43.15" N.

Longitude: 81° 02' 23.47" W.

Ground elevation at base of tower: 3.4 Feet NAVD88  
4.8 Feet NGVD29

GeoLine Surveying, Inc.

A handwritten signature in black ink, appearing to read "David G. Short", is written over a horizontal line.

David G. Short, P.S.M.  
Florida Professional Surveyor and Mapper  
Certificate of Registration No. 5022



# BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 08, TOWNSHIP 08 SOUTH, RANGE 33 EAST  
MONROE COUNTY, FLORIDA  
FOR: GRAIN COMMUNICATIONS GROUP, INC.

## PROPERTY DESCRIPTIONS

PARENT PARCEL  
DESCRIPTION FOR OFFICIAL RECORD BOOK 144, PAGE 888-889  
OWNER LEASE PARCEL  
PREPARED BY THIS OFFICE

THAT PART OF THE SURVEYED LOT 2, SECTION 8, TOWNSHIP 08 SOUTH, RANGE 33 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

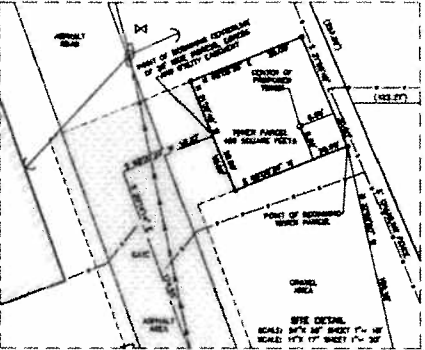
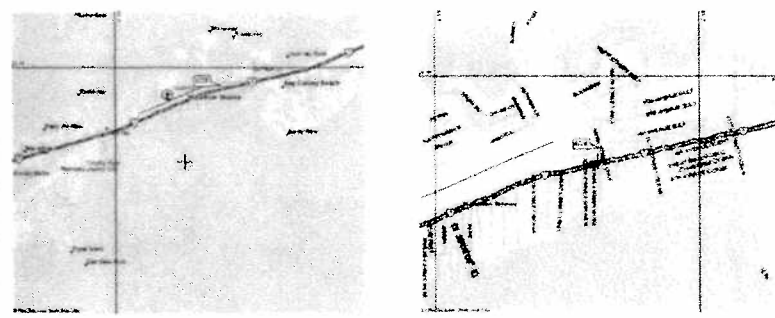
COMMENCE AT A POINT 1/2" BORN PIPE AT AN INTERSECTION OF THE SECTION 7 FRONT OF NEW LINE OF WEST STREET (S.A. & S.W. QUADRANTAL) (SOUTH) A 20' SIDE RIGHT OF WAY AND THE NORTHERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (S.E. QUADRANT) TO BE EXACTLY SOUTH 17°00'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 364.5 FEET; THENCE NORTH 17°00'00" WEST FOR 104.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°00'00" WEST FOR 104.5 FEET; THENCE NORTH 17°00'00" WEST FOR 364.5 FEET TO AN INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 17°00'00" WEST FOR 104.5 FEET TO SAID POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, MORE OR LESS.  
BY: HEE INCORPORATED, ENGINE AND SURVEY LICENSED  
PREPARED BY THIS OFFICE

THAT PART OF THE SURVEYED LOT 2, SECTION 8, TOWNSHIP 08 SOUTH, RANGE 33 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

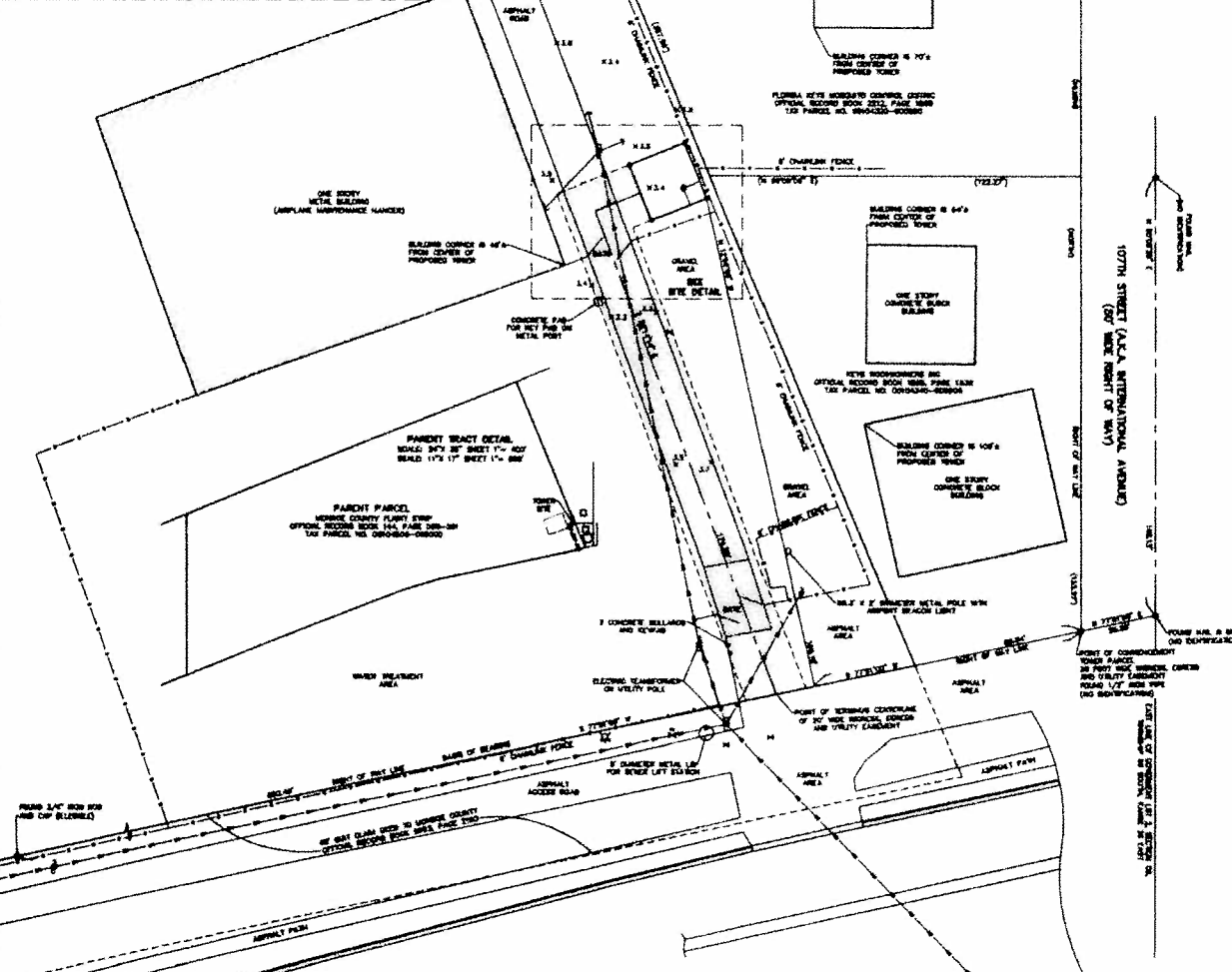
COMMENCE AT A POINT 1/2" BORN PIPE AT AN INTERSECTION OF THE SECTION 7 FRONT OF NEW LINE OF WEST STREET (S.A. & S.W. QUADRANTAL) (SOUTH) A 20' SIDE RIGHT OF WAY AND THE NORTHERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (S.E. QUADRANT) TO BE EXACTLY SOUTH 17°00'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 364.5 FEET; THENCE NORTH 17°00'00" WEST FOR 104.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°00'00" WEST FOR 104.5 FEET; THENCE NORTH 17°00'00" WEST FOR 364.5 FEET TO AN INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 17°00'00" WEST FOR 104.5 FEET TO SAID POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, MORE OR LESS.



**LEGEND**

- ⊙ INDICATES PLACES 1/2" BORN PIPE WITH COARSE 1/2" BORN CAP
- INDICATES IRON PIN FOUND AS NOTED
- INDICATES OVERHEAD UTILITY LINE
- ⊕ INDICATES UTILITY POLE
- INDICATES FENCE AND NOTED
- INDICATES RECORD DESCRIPTION DATA
- INDICATES FIRE HYDRANT FOUND
- INDICATES METAL VALVE FOUND
- INDICATES BENCH MARK FOUND
- INDICATES SPOT ELEVATION



**SURVEYOR'S NOTES**

1. BEARING HEREIN ARE REFERENCED TO THE MERIDIAN BEARING OF S 77°00'00" W ALONG THE BOUNDARY LINE OF THE PARENT PARCEL.
2. THE RECONSTRUCTION OF BENCH-MARK SPACES OF IMPROVEMENTS MORE LIMITED EXCEPT AS SHOWN HEREON.
3. THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON LOCAL FIELD MEASUREMENTS AND OBSERVATIONS DATED FEBRUARY 04, 2008.
4. REPRESENTATIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SIGNED SEAL OF A FLORIDA LICENSED SURVEYOR AND HIS FIDELITY BOND.
5. THE PORTIONS OF THIS SURVEY TO BE EXAMINED AND RECORDED A LEASE PARCEL AND ASSOCIATED ENCUMBRANCES, THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
6. LARGER AND LONGER WELLS CONSIDERED HEREON ARE BASED UPON THE OBSERVATIONS MADE WITH AN APPROXIMATE 1000' RADIUS THAT WERE MADE PROCEEDING WITH CORN DATA FILES AND ARE REFERENCED TO THE WELLS DATA.
7. BEARINGS REFERENCED HEREON ARE BASED UPON THE OBSERVATIONS MADE WITH AN APPROXIMATE 1000' RADIUS THAT WERE MADE PROCEEDING WITH CORN DATA FILES AND ARE REFERENCED TO THE WELLS DATA.

OVERSEAS HIGHWAY  
U.S. HIGHWAY NO. 1  
ASPHALT ROAD

**PROPOSED WELLS LOCATION INFORMATION**

WELL #1  
LATITUDE = 30°22'12" N 81°W  
LONGITUDE = 81°22'12" W 81°W

WELL #2  
LATITUDE = 30°22'12" N 81°W  
LONGITUDE = 81°22'12" W 81°W

WELL #3  
LATITUDE = 30°22'12" N 81°W  
LONGITUDE = 81°22'12" W 81°W

WELL #4  
LATITUDE = 30°22'12" N 81°W  
LONGITUDE = 81°22'12" W 81°W

**FLOOD NOTE**

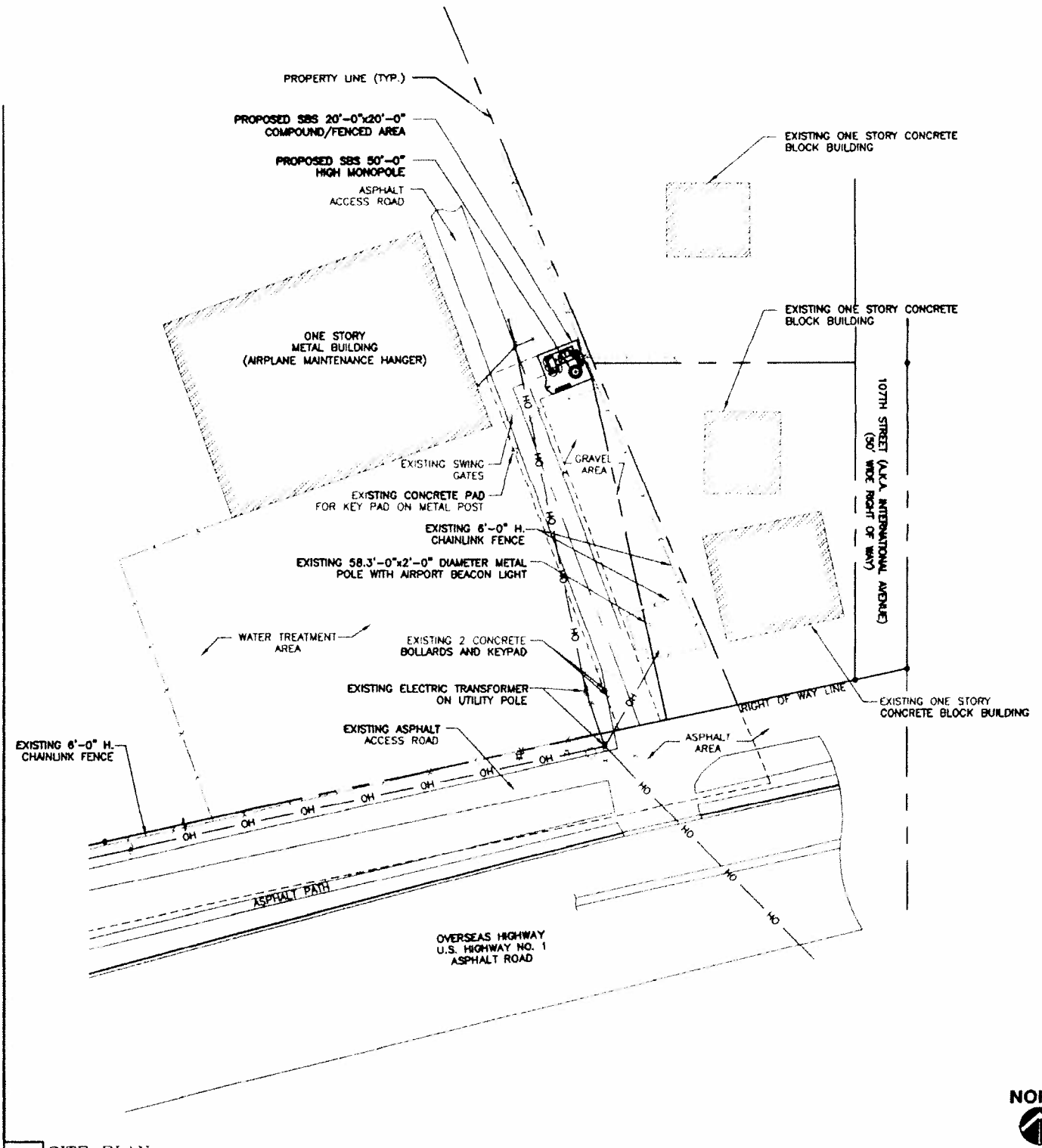
NOTE: THE BASE FLOOD ELEVATION DERIVED ON THE COMMUNITY PANEL FOR THE LOCATION OF THE SUBJECT PROPERTY, IS 8.0' HEIGHT, WHICH CORRESPONDS TO AN INTERSECTION OF 1/4" GAUGING.

**GEOLINE SURVEYING, INC.**

Professional Land Surveyor  
10000 SW 10th Avenue, Suite 100  
Miami, Florida 33156  
(305) 491-0000 Fax (305) 491-0000

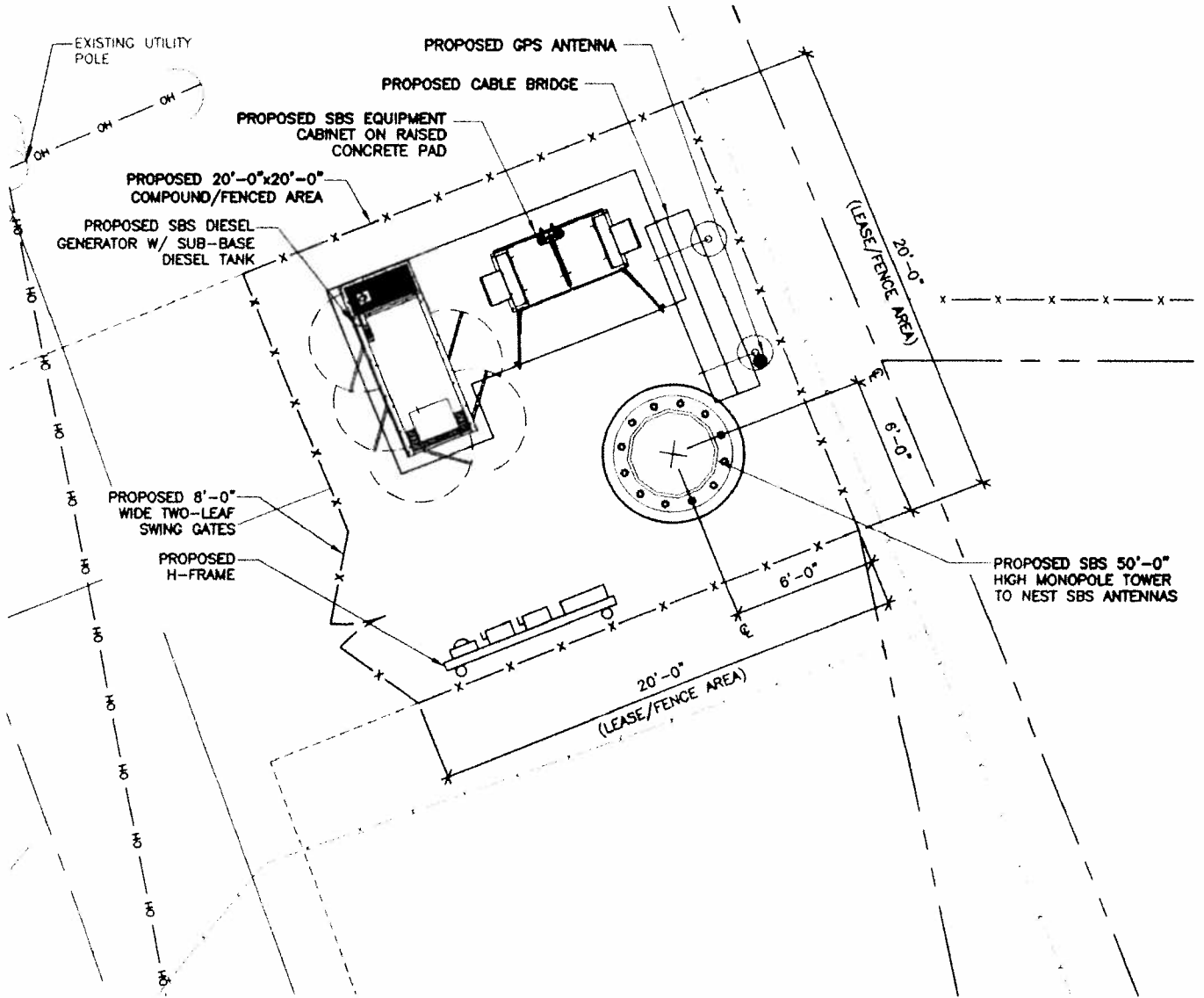
DATE: FEBRUARY 04, 2008  
PROJECT: SV168-12  
PAGE: 2 OF 2

**SITE #SV168-12**  
MARATHON AIRPORT SIX, MONROE COUNTY, FLORIDA




1 SITE PLAN  
1/32" = 1'-0"

|            |   |        |   |  |                         |                 |                 |
|------------|---|--------|---|--|-------------------------|-----------------|-----------------|
| CONSULTANT | <p><b>MORRISON HERSHFIELD</b></p> <p>Two South University Drive, Suite 245, Plantation, FL 33324<br/>Tel: 954.577.4855 Fax: 954.577.4656<br/>State of Florida CO# 00008508<br/>www.morrisonhershfield.com</p> | CLIENT | <p><b>GRAIN</b></p> <p>COMMUNICATIONS GROUP</p> <p>331 S. PINEAPPLE AVE.<br/>SARASOTA, FL 34236</p> | DRAWING TITLE:<br>LEASE EXHIBIT                        | REVISION NO.:<br>D      |                 |                 |
|            |   |        |   | SITE NAME AND NUMBER:<br>MARATHON AIRPORT<br>SV 168-02 | DATE ISSUED: 01/08/08   | SCALE: AS SHOWN | DRAWN BY: CA    |
|            |   |        |   | SITE ADDRESS:  | SHEET # 1 OF 3          | DESIGNED BY: RC | APPROVED BY: -- |
|            |   |        |   |  | MHC FILE No. 7080009_10 |                 |                 |



2 COMPOUND PLAN  
5/16"=1'-0"

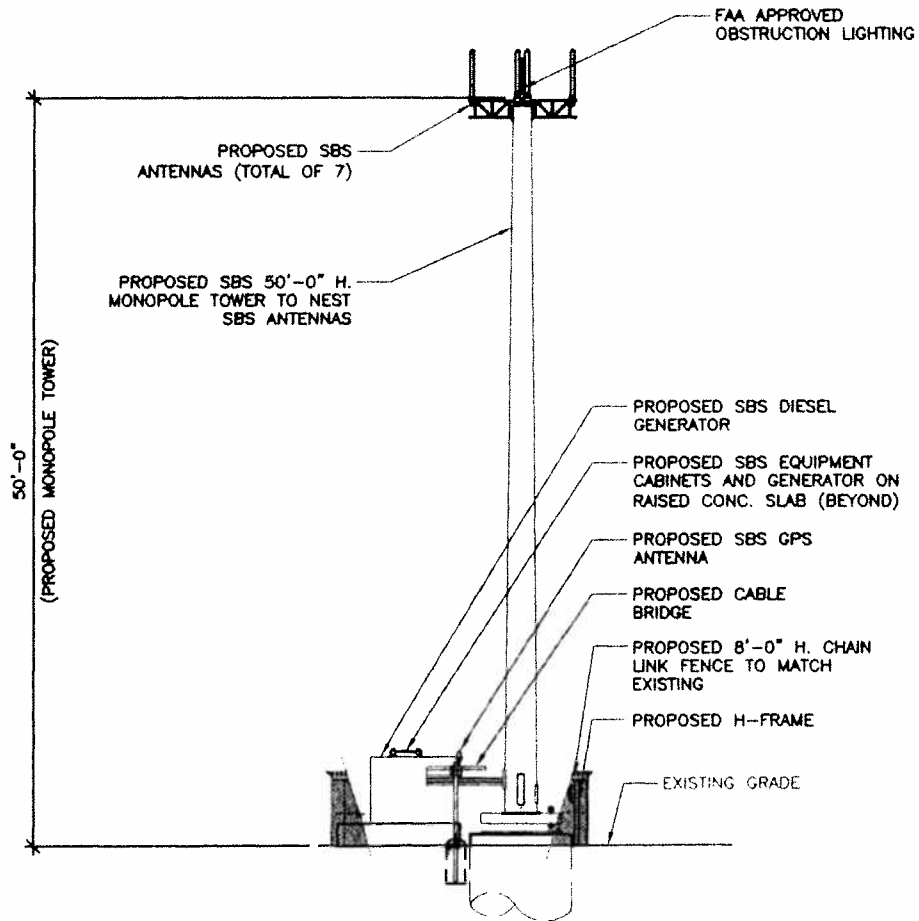
**MORRISON HERSHFIELD**  
  
 Two South University Drive, Suite 245, Plantation, FL 33324  
 Tel: 954.577.4855 Fax: 954.577.4656  
 State of Florida CDP# 00008508  
 www.morrisonhershfield.com

**GRAIN**  
 COMMUNICATIONS GROUP  
 331 S. PINEAPPLE AVE.  
 SARASOTA, FL 34236

|  |                 |                       |  |
|--|-----------------|-----------------------|--|
| DRAWING TITLE:<br>LEASE EXHIBIT                        |                 | REVISION NO.:<br>D    |  |
| SITE NAME AND NUMBER:<br>MARATHON AIRPORT<br>SV 168-02 |                 | DATE ISSUED: 01/08/08 |  |
| SCALE: AS SHOWN  | DESIGNED BY: RC | DRAWN BY: CA          |  |
| SHEET NO 2 OF 3  | APPROVED BY: -- |                       |  |
| MHC FILE No: 7080009_10                                |                 |                       |  |

CON: TANT

CLIENT



3 TOWER PROFILE  
NOT TO SCALE

|            |   |        |   |                      |                               |                 |                |
|------------|---|--------|---|----------------------|-------------------------------|-----------------|----------------|
| CONSULTANT | <p><b>MORRISON HERSHFIELD</b></p> <p>Two South University Drive, Suite 245, Plantation, FL 33324<br/>Tel: 954 577 4655 Fax: 954 577 4656<br/>State of Florida CO# 00008508<br/>www.morrisonhershfield.com</p> | CLIENT | <p><b>GRAIN</b></p> <p>COMMUNICATIONS GROUP</p> <p>331 S. PINEAPPLE AVE.<br/>SARASOTA, FL 34236</p> | DRAWING TITLE        | LEASE EXHIBIT                 | REVISION N°     | D              |
|            |   |        |   | SITE NAME AND NUMBER | MARATHON AIRPORT<br>SV 168-02 | DATE ISSUED     | 01/08/08       |
|            |   |        |   | SITE ADDRESS         |                               | SCALE AS SHOWN  | DRAWN BY CA    |
|            |   |        |   |                      |                               | SHEET N° 3 OF 3 | DESIGNED BY HC |
|            |   |        |   | APPROVED BY          |                               |                 |                |
|            |   |        |   |                      |                               | WMC FILE No     | 7080009_10     |