



U.S. GOVERNMENT LICENSE FOR REAL PROPERTY



DATE OF LICENSE:

LICENSE NO: 25RPCO075L

This License is made and entered into between: **Arapahoe County**

whose address is: 5334 S. Prince Street, Littleton, CO 80120

hereinafter called the "Licensor", and the United States of America, hereinafter called the "Government".

Witnesseth: The parties hereto, for the mutual undertakings of the parties and consideration hereinafter mentioned, covenant and agree as follows:

1. **Premises.** Licensor operates a Tower and Shelter on property located at 85418 East County Road 42, Deer Trail, Colorado 80105 and Arapahoe County with the geographic coordinates of Latitude 39.5946, Longitude -103.99 ("Property"), more commonly known to Licensor as Deer Trail / Boulder. Licensor licenses to the Government and the Government licenses from the Licensor a certain portion of the Property, as well as the provision of incidental services, consisting of:
 - (a) antenna attachment space on the Tower approximately 190 feet above ground level ("AGL") for mounting a Government-owned antenna;
 - (b) cellular antenna attachment space outside of the transmitter shelter, for mounting a small cellular antenna either on the side or roof of the shelter, on an adjacent cable raceway/ice bridge between the shelter and the radio tower, or other approved mounting structure. The space occupied by the cellular antenna shall not exceed 16x16x16 inches in volume, and the weight of the cell antenna shall not exceed 10 pounds;
 - (c) shelter floor space of approximately 4 x 6 square feet in an onsite climate-controlled equipment shelter for the placement of a Government-owned transmitter in a cabinet, plus 36" of unobstructed space on the front, bank and one side of the cabinet; and
 - (d) standby power.((a), (b), (c) and (d) collectively, hereinafter called the "Premises" or "Antenna Facility"). Exhibit "A" further describes the Property and Premises.
2. **Term.** The term of this License begins on August 1, 2025 and ends on July 31, 2045 subject to the termination and other rights as may be hereinafter set forth.
3. **Rent and Transfer of Funds.** The Government shall pay the Licensor no monetary consideration in the form of rent. Nothing in this License shall constitute an obligation of the Government to transfer its funds to the Licensor or others.
4. **Termination.** This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.
5. **Permitted Use.**
 - (a) The Government may use the Premises for the transmission and reception of weather broadcast communications and emergency broadcast communications along with the associated installation, construction, maintenance, operation and subsequent repair(s), replacement and upgrade of its communications antenna and related equipment, cables, accessories and/or improvements.
 - (b) The Government may install, operate, maintain and replace transmission cables from the transmitters to the antenna(s) and electric lines from the main feed to the transmitters.
 - (c) The Government's equipment is provided on Exhibit "B". Licensor's execution of this License shall signify Licensor's acknowledgement of the Government's equipment and use of the Premises.
 - (d) The Government may take appropriate means to secure the Premises and the Government's equipment. The Government has the right to modify, supplement, replace, or upgrade its equipment on the Premises at any time during the term of this License.
 - (e) At any time during the term of this License, the Government shall have the right to perform maintenance, repairs, replacement, and upgrades to its equipment on the Premises.

6. Interference.

(a) The Government represents and warrants that its use of the Premises will not interfere with existing radio frequency(ies) used on the Property, as disclosed by the Licensor, and as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) After the date of this License, the Licensor shall not grant a lease, license, or any other right or encumbrance to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Antenna Facility, the radio frequency, the operations, or the rights of the Government under this License. Licensor shall notify the Government in writing prior to granting any third party the right to install and operate communications equipment on the Property. Further, at the Government's request, the Licensor shall provide the Government with a list of all existing radio frequency user(s) on the Property to allow the Government to evaluate the potential for interference.

(c) Licensor shall not use, nor shall Licensor permit its employees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Antenna Facility, the radio frequency, the operations or the rights of the Government under this License. In the event of such interference, Licensor shall cause such interference to cease within twenty-four (24) hours after receipt of a notice of interference from the Government. In the event any such interference does not cease within the aforementioned cure period, then the Government shall have the right to terminate this License.

The radio frequency utilized by the Government equipment governed by this License is listed below.

Licensor's Site Name	NOAA's Transmitter & (Site) Name	FCC Antenna Structure Registration (ASR) Number	Call Sign	Frequency Range	Weather Forecast Office (WFO)
Deer Trail / Boulder	Deer Trail NWR	N/A	WXJ45	162.4 – 162.55 MHz	BOU

7. Access. For the duration of this License, and at no additional cost to the Government, the Licensor is responsible for ensuring the Government, including the Government's employees, contractors, subcontractors, authorized representatives, and licensees shall have access (rights of ingress and egress) to the Premises at all times (i.e., 24 hours per day and 7 days per week). The Licensor shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. When applicable, the Licensor shall provide the Government with at least two keys or the combination or code for any security fencing.

8. Government Property. Licensor covenants and agrees that none, nor any part, of the Government's property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations.

9. Operations, Maintenance & Utilities.

(a) The Government will keep and maintain the Government's equipment in good condition, reasonable wear and tear excepted.

(b) The Licensor shall maintain, repair, and keep in good and tenantable condition the Premises, including the equipment building along with its air conditioning, the standby power, and the fuel tank, as well as the access to the Premises.

(c) The Licensor agrees to use reasonable efforts to provide the Government with de minimis amounts of electricity, standby power, fuel and associated maintenance for the generator and its fuel tank, trash removal, pest control, and, as needed, seasonal maintenance (e.g., landscaping, lawn mowing, snow removal). The Government shall be responsible for obtaining and paying for its own utilities and services beyond any de minimis amounts provided by the Licensor.

10. Taxes and Assessments. The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., equipment).

11. Hazardous Materials. The Premises shall be free of hazardous materials according to applicable environmental laws and regulations.

12. Authority to License. Licensor covenants that Licensor's interest in the Property is sufficient to enter into this License and Licensor's signatory has full authority to bind the Licensor to all terms and conditions of this License; the Government may reasonably request evidence of said interest and authority.

13. Successors Bound. This License shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

14. Claims. For the purposes of this License, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Licensor's Property/Premises by the

Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.

15. Correspondence.

Correspondence to the Licensor shall be sent to:	Correspondence to the Government shall be sent to:
Arapahoe County 5334 S. Prince Street Littleton, CO 80120 State of Colorado OIT 601 East 18 th Avenue, Suite 250 Denver, CO 80203	NOAA Real Property Management Division SSMC IV 1305 East West Highway Silver Spring, MD 20910 Attn: Contracting Officer

16. Exhibits and Attachments. The following are attached and made a part hereof:

- A. Exhibit "A", Description of the Property and Premises (4 page(s))
- B. Exhibit "B", Description of equipment (1 page)

17. Unique Requirements. "N/A"

In Witness Whereof, the parties to this License evidence their agreement to all terms and conditions set forth herein by their signatures below.

LICENSOR: Arapahoe County

BY _____
Signature Name (Print), Title, & Date

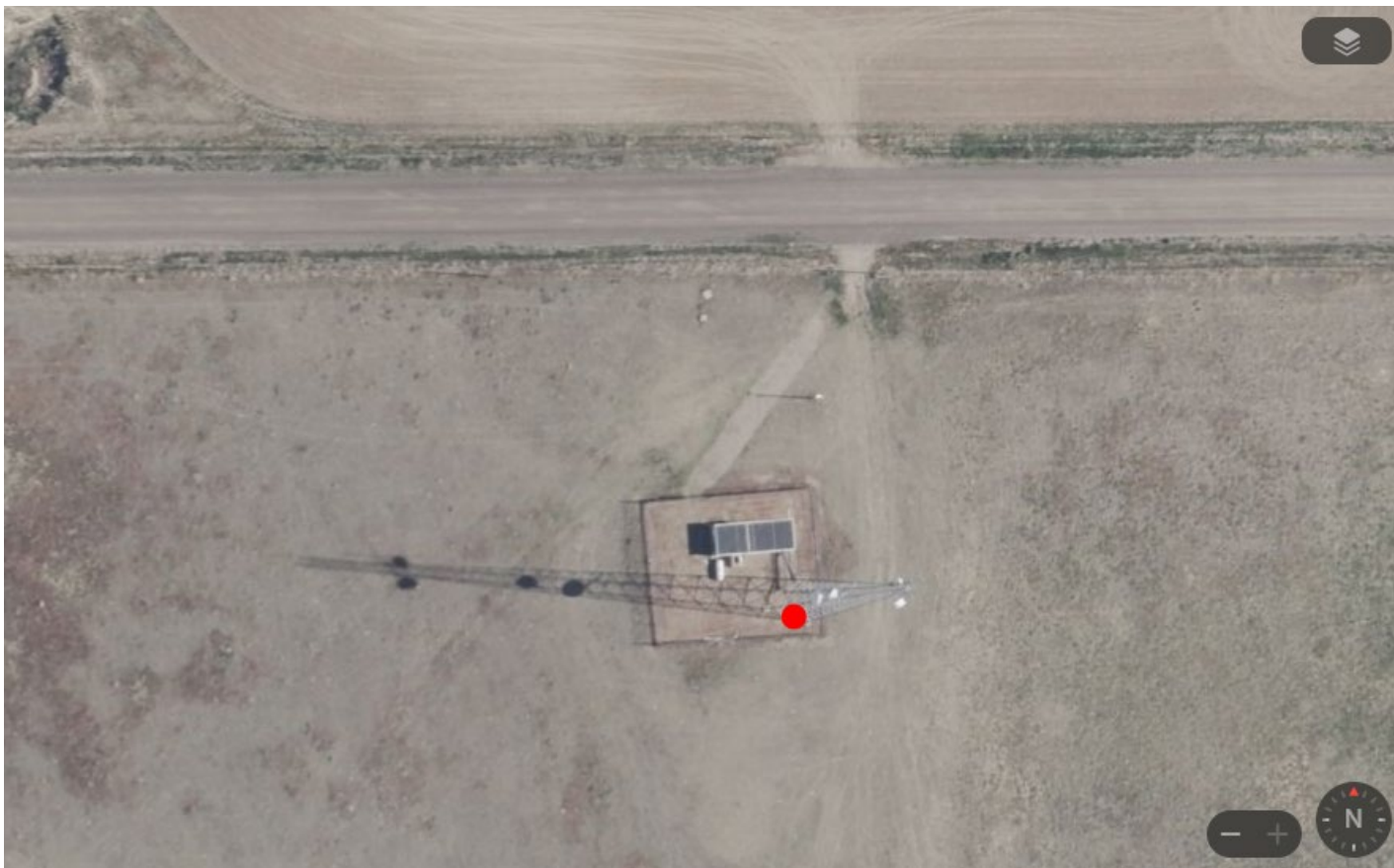
IN THE PRESENCE OF:

BY _____
Signature Name (Print), Title, & Date

UNITED STATES OF AMERICA:

Signature _____
Department of Commerce
Real Property Contracting Officer
Name of Contracting Officer (Print) & Date

Exhibit A - Site information
Site Aerial



Initials: _____ Licensor _____ Licensee

U.S. GOVERNMENT LICENSE FOR REAL PROPERTY
DOC NOAA 2020 V2 (SEPT) (SF2 – Variation)

Exhibit A – Site Information

Tower and Antenna



Initials: _____ Licensor _____ Licensee

Exhibit A – Site Information

Shelter



Initials: _____ Licensor _____ Licensee

U.S. GOVERNMENT LICENSE FOR REAL PROPERTY
DOC NOAA 2020 V2 (SEPT) (SF2 – Variation)

Exhibit A – Site Information

Site Equipment



Initials: _____ Licensor _____ Licensee

Exhibit B – Description of Equipment

A. ANTENNA

- a. Type/Size of Antenna: CELLWAVE DIPOLE, 20 feet.
- b. Antenna Mounting Center Point: 190 feet Above Ground Level (AGL).
- c. Transmission Line Type: Eupen EC5-50A, 7/8" diameter.

B. TRANSMITTER

- a. Type/size Number of Transmitters: Continental Electronics WR300, Dual.
- b. Frequency (MHz): 162.4 - 162.55 MHz (Specifically 162.500 MHz for this location).
- c. Wattage (Output): 300 Watts.

C. TELECOMMUNICATIONS

- a. Streaming Audio Communication Equipment: Cellular Network Router, 8 port Network switch and IP to analog audio decoder unit, plus small outside cellular antenna (omnidirectional), flat panel or log periodic) to be mounted outside the transmitter shelter, with a pair of 1/2" coaxial cables connecting the Cellular router to the external antenna.
- b. Dial-in POTS telephone line for transmitter monitoring.

D. UTILITIES

- a. Commercial Power for operation of the Government transmitter, telecommunications, building HVAC and radio tower lighting, all required for the government's operations, are provided by the Licensor.
- b. Telecommunications for the government's operations are separately ordered, provisioned and paid for directly by the National Weather Service.
- c. Government may connect to the Licensor's site backup power, which is maintained and operated by the Licensor.

Initials: _____ Licensor _____ Licensee