

RESOLUTION NO. 91-25

BUTLER County, Ohio

Be It Resolved by the Township Trustees of UNION Township,

that

Resolution approving a "20 year pre-paid" lease of radio tower space by the Board of Union Township Trustees from Spectrum Tower Technologies, Inc. as provided in the lease document attached hereto.

Said lease to be entered into by the Board of Union Township Trustees from Spectrum Tower Technologies, Inc. for the price of \$35,000.00

Township Administrator Mr. David R. Gully is authorized by the Board to execute documentation necessary to effect the lease agreement.

Bidding requirements on this purchase have been satisfied by competitive bidding. Spectrum Tower Technologies, Inc. is the lowest bidder. The agreements is approved to form by the township attorney.

Adopted the 13th day of August, 19 91

Attest: Patricia Williams Township Clerk.

Handwritten signatures of three Township Trustees over a dashed line.

MAXWELL N. WEAR

Attorney at Law

MAILING ADDRESS:
P.O. BOX 218
FAIRFIELD, OHIO 45018-0218

780 NILLES ROAD
FAIRFIELD, OHIO 45014
513/829-0300
FAX NO. 513/829-3368

August 1, 1991

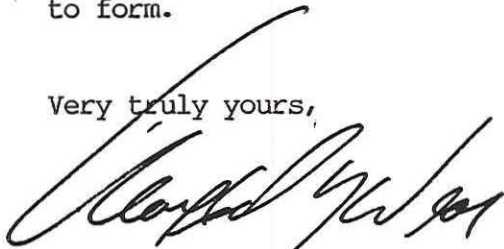
Mr. Dave Gully
Administrator
Union Township
9113 Cincinnati-Dayton Road
West Chester, OH 45069

Re: Antenna Site For Trunking System Lease

Dear Dave

I do approve the lease submitted to me by Fax, on July 25, 1991, as to form.

Very truly yours,



Maxwell N. Wear
Attorney at Law

jw

**LEASE
ANTENNA SITE FOR TRUNKING SYSTEM**

This agreement is made between Union Township, Butler County, Ohio, an Ohio Township with offices located at 9113 Cincinnati-Dayton Road, West Chester, Ohio (hereinafter referred to as "Lessee") and Jack A. Krauss, Wendolyn S. Krauss and Joel M. Krauss, DBA: "Spectrum Tower Technologies" with offices located at 8943 Cincinnati-Columbus Road, West Chester, Ohio, (hereinafter referred to as "Lessor") on this _____ day of _____, 1991.

WHEREAS, Union Township, Butler County, Ohio has adopted resolution No. _____ authorizing the execution of this Lease Agreement.

Whereas, the undersigned Lessee desires to lease from the lessor space on an existing tower and transmitter building, and access thereto, located on the real property set out and described on the attached "Exhibit A", all referred to as the "demised premises" for the purpose of placing antenna systems and radio equipment for an 800 mhz trunked radio system as outlined in "Exhibit B" and for future available space as set out in "Exhibit B" and

Whereas, the said Lessor desires to lease to the Lessee the said "demised premises" for a term of twenty (20) years, for a one-time lease payment of Thirty Five Thousand Dollars (\$35,000.00) to be paid in advance by the Lessee to the Lessor, and

Whereas, the Lessor does not own the real property on which the "tower", "transmitter building", or access is located, and the Lessee desires to be fully protected as to its investment, and one-time payment, and

Whereas, the real property is currently owned by Benjamin and Fay Krauss, hereinafter referred to as the "real property owners" and also "guarantors", who also do agree to enter into this lease, and such do agree that the real property, as set out in "Exhibit A-1" which contain the "demised premises" will be bound by the terms and conditions of this lease.

NOW THEREFORE, the undersigned "Lessor" does agree to lease to the "Lessee", and the undersigned "Lessee" does agree to lease from the "Lessor" the "demised premises" being "space" on the existing tower, space in the transmitter building, and access to the same, all of which is located at the rear of 8139 Lawrence Street in Union Township, Butler County, Ohio, such real property being more particularly described in "Exhibit A-1", attached hereto

and made a part hereof by reference, for the purpose of placing thereon an 800 mhz trunked radio system as generally outlined in "Exhibit B", attached hereto, and made a part hereof by reference, and for the future available space set out in the referenced "Exhibit B", under the following terms and conditions:

1. The term of this lease shall be for a period of twenty (20) years, commencing on the date of installation of the radio system.
2. The lease price for this lease, and rights hereunder shall be Thirty Five Thousand Dollars (\$35,000.00), with 50% to be paid in advance, upon signing of lease, as a refundable deposit, should the system not be implemented, 40% upon installation of equipment, and the final 10% upon system becoming operational. The lease price shall be amortized at a rate of One Hundred Forty Five Dollars and Eighty Three Cents (\$145.83) per month for the term of this lease.
3. That Jack A. Krauss be permitted to utilize the "Lessee's" trunking backbone for his ambulance service, under the following conditions:
 - a) He will continue to maintain a backup communications system for use in the event of an abnormal event resulting in a higher than normal loading by the Township Units such as a natural disaster.
 - b) He will add a transmitter to the trunking backbone at his sole cost if channel loading reaches the point where it exceeds maximum equipment loading.
4. That, in addition to the space specifically leased on the existing tower, the Lessee shall also be provided, at no additional cost, and as part of this lease, space in a "transmitter building", to be constructed and located at the base of the tower. Such space shall be adequate for the placement of the equipment of the Lessee as outlined in "Exhibit A-1." Such building shall contain its own HVAC system which shall be sufficient in size and capacity to handle the HVAC needs of the building. Such building shall also contain a backup generator which shall be sufficient in size and capacity to handle all connected equipment. The Lessor warrants and guarantees that any such systems shall be of sufficient size and quality to provide for the needs of Lessee's equipment, in an emergency, and that the Lessor shall repair and maintain said systems, at the Lessor's sole expense. Further, the Lessor and real property owners do hereby guarantee to the Lessee, access and right of ingress and egress to the demised premises. Copies of easements required for this purpose, if any, shall be

attached as "Exhibit A1", and become a part hereof by reference.

5. The said "transmitter building" shall also include fire and intrusion alarm systems to be connected to the Lessee's Police Department via the Lessee's microwave system. The area containing the tower and transmitter building shall be fully enclosed by a sufficient security fence. Any and all gates to the security fence, as well as any all doors to the transmitter building shall be secured by locks, with keys to the same being supplied to the Lessee, for use by the Lessee, its agents, employees, designees, at any and all times for needed access, at the sole discretion of the Lessee.
6. The tower and transmitter building must meet all county, state, and federal regulations, if any, and any F.C.C. and F.A.A. regulations, and must have all required permits or authorizations for its construction and operation. The Lessee shall be responsible for the licenses needed to install and operate its own equipment, but for no others.
7. The Lessee shall have the full right and privilege to place all of its equipment and systems required to be placed on the tower site as specified by Motorola Communications, Inc. Engineers, who have full responsibility for site engineering and management.
8. The tower and transmitter building shall be properly grounded in accordance with Motorola Communications, Inc. standards as outlined in the Quality Standards-FNE Installations Manual R56.
9. The Lessor agrees that any interference or other technical problems, regardless of their nature, including, but not limited to, the antenna location or design, operating frequency, etc. caused by the addition of any other system to the tower, shall be the responsibility of the Lessor to cure, at the sole cost of the Lessor, whether by repair or redesign.
10. The Lessor agrees to carry sufficient insurance, to guarantee the re-construction of the tower should it be damaged or destroyed, by any cause, act of nature, catastrophe, or any other event, foreseen or unforeseen, such policy naming the Lessee as an additional named insured; and should the tower be damaged or destroyed, it shall be re-constructed, and back in operation within 120 days, at the sole cost of the Lessor.
11. The "real property owners" do agree that the real property set out on the attached "Exhibits A-1 & A-2" and made

a part hereof by reference, shall be bound and encumbered by the terms and conditions of this lease, for the full term of this lease. That a copy of this lease, or a "Memorandum of Lease", shall be recorded in the Office of the Recorder of Butler County, Ohio.

12. All equipment, parts, or installations, placed in or upon the tower or transmitter building, by the Lessee, shall remain the sole property of the Lessee, and may be removed, replaced, and/or substituted by the Lessee, provided the changes are approved by Motorola Communications Engineers and are not detrimental to the safety and/or operation of the site. Upon the termination of this lease, all equipment, parts, or installations may be removed by the Lessee without the consent or approval of the Lessor.
13. This is a non-exclusive lease, and the Lessor shall have the full right to lease or rent space on the said tower, and in the said transmitter building, so long as any such additional lease or rental does not interfere with the lease and use by the Lessee herein.
14. The Lessee shall be responsible for and maintain sufficient liability insurance to protect its equipment located on the tower and in the transmitter building, and shall also maintain sufficient insurance to protect the Lessee, its agents, employees, or designees, if any should go on the demised premises. The Lessor and Real Property Owners shall be made a co-insured to the policy of insurance, as their interests warrant.
15. Lessor shall not be responsible for damage to equipment on the site caused by lightning strikes, storms, earthquakes or other acts of god beyond the control of Lessor.
16. The Lessee, its agents, employees, or designees, shall have full access to the demised premises at any and all times in order to inspect, repair, or do any other work on the equipment which is required, at the sole option of the Lessee, without permission, approval, or authority of the Lessor or Real Property Owner.
17. No changes or amendments to this lease shall become effective unless made in writing and executed by the parties hereto.
18. This lease shall be binding upon the heirs, assigns, personal representatives, and successors of the parties hereto.
19. Should the Real Property Owners decide to sell the property described in "Exhibit A-1 & A-2" to anyone other than the "Lessors", the "Lessee" shall have the first right of refusal to purchase the leased property, or any part

thereof, at the same price which the Real Property Owner has received from a bona fide offer to purchase the leased property. The Real Property Owner and/or Lessor shall give the Lessees a forty-five (45) day notice in writing of the bona-fide offer, setting forth the name and addresses of the proposed purchaser, the amount of the proposed purchase price and all other terms and conditions of such offer, and that the Lessor has refused to purchase the leased property. The Lessees shall have the right to purchase the leased property which is the subject of such offer by giving written notice to the Real Property owner and/or Lessors of its intention to purchase within the said forty-five (45) day period at the same price and upon the same terms of any such offer. If the Lessors decide to sell the tower and transmitter building to anyone other than "Real Property Owners", "Lessee" shall have the first right of refusal for purchase.

20. Any notices or demands, required or permitted, shall be given or made by certified mail, addressed to the parties as follows:

Lessor: Spectrum Tower Technologies
8076 Spring Garden Court
West Chester, Ohio 45069

Lessee: Union Township Trustees
9113 Cincinnati-Dayton Road
West Chester, Ohio 45069

Real Property Owners:

Benjamin & Fay Krauss
6820 Elbrook Drive
Cincinnati, Ohio 45237

Should the addresses be changed for any reason, the other parties shall be notified of the change promptly, and until so notified, the parties may rely upon the addresses above, or as changed under this clause.

This lease executed this _____ day of _____, 1991.

Signed and Acknowledged
in the presence of:

Lessor:
SPECTRUM TOWER TECHNOLOGIES



Jack A. Krauss

Wendolyn Krauss
Wendolyn S. Krauss

Joel M. Krauss
Joel M. Krauss

Signed and Acknowledged
in the presence of:

Lessee:
UNION TOWNSHIP, BUTLER COUNTY,
OHIO

Judith A. Rolley
Shirley Livers

TRUSTEE

TRUSTEE

TRUSTEE

Signed and Acknowledged
in the presence of:

REAL PROPERTY OWNERS

Judith A. Rolley
Shirley Livers

Benjamin Krauss
BENJAMIN KRAUSS

Fay Krauss
FAY KRAUSS

STATE OF OHIO, COUNTY OF BUTLER, SS:

Be it remembered that on the 27 day of July,
1991, before me, a Notary Public, in and for said state and county,
personally came the Lessors, Jack A. Krauss, Wendolyn S. Krauss
and Joel M. Krauss, and did acknowledge the signing thereof to
be their own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunder subscribed my name,
and affixed my official seal on the date and year aforesaid.

Thomas V. Hall
NOTARY PUBLIC
THOMAS V. HALL
Notary Public, State of Ohio
My Commission Expires April 27, 1994

STATE OF OHIO, COUNTY OF BUTLER, SS:

Be it remembered that on the _____ day of _____, 1991, before me, a Notary Public, in and for the said state and county, personally appeared Union Township, Butler County, Ohio; by its Trustees, being Bitsy Shaffner, Gary Cates and Carl Morgenstern, who, for themselves and as such trustees, for the said Union Township, Butler County, Ohio, acknowledge the signing and execution of this instrument, and the affixing of its corporate seal, by authority of Resolution No. _____, and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such trustees, and the free act of deed of Union Township, Butler County, Ohio.

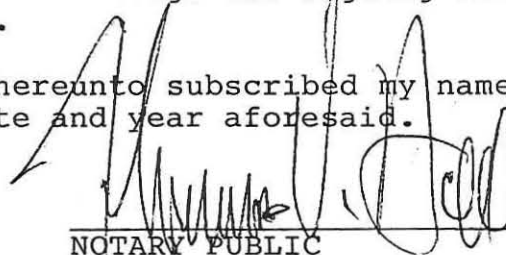
IN TESTIMONY WHEREOF, I have hereunder subscribed my name and affixed my official seal on the date and year aforesaid.

STATE OF OHIO, COUNTY OF BUTLER, SS:

NOTARY PUBLIC

Be it Remembered, that on the 24 day of JULY, 1991, before me, A Notary Public, in and for said county and state, personally came the Real Property Owners, Benjamin Krauss and Fay Krauss, husband and wife, and did acknowledge the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



NOTARY PUBLIC

THOMAS V. HALL
Notary Public, State of Ohio
My Commission Expires April 27, 1994