

ANTENNA TOWER SPACE LEASE

This Lease is made and entered into between Lexington Twp., hereinafter referred to as "Lessor," and Sanilac County Central Dispatch, hereinafter referred to as Tenant".

RECITALS

Lessor owns a tower and equipment building located on the southeast corner of Wildcat Rd. and Peck Rd(Section#34 of Lexington Township). Tower registration number N/A hereinafter referred to as "Tower."

Tenant is a PSAP servicing the Sanilac County community and surrounding area. Toward that end, Tenant needs to locate base station radio equipment the tower and in the building located at the base of the tower of Section #34 of Lexington Township (hereinafter referred to as the "leased premises"). Specifically, it needs:

1. to have access to the tower and the building;
2. to install radio equipment and antennas on the tower (tower equipment),
3. to house radios and affiliated equipment inside the building (building equipment), and
4. to install wiring to interconnect its tower and building equipment.

SPECIAL CONDITIONS

The Tenant will be responsible for the maintenance of the tower, outbuilding and its premises.

TERMS OF LEASE

Subject to the terms of this agreement Lessor is willing to allow Tenant to have such rights and access necessary to meet its needs as detailed above.

It is therefore agreed as follows:

Duration of Lease

This Lease shall start on 01/01/16, and shall continue for __1_ year expiring on __01/01/17_____.

Rights, Obligations and Duties of Lessor and Tenant

1. Tenant shall be allowed to place said equipment for an annual fee of ____\$1.00____.
2. Renewal. To be reviewed by Lessor & Tenant upon completion of this 1 year contract.
3. Lessor shall have the right at all times to inspect any equipment placed on the leased premises by Tenant. Tenant shall have exclusive control of the equipment's operation.
4. Lessor shall provide space to Tenant in the building at the base of the tower. Tenant shall place its radios and affiliated equipment (except tower equipment) within the building in space designated by Lessor. Tenant shall give full cooperation in placing and securing equipment so as not to be a hazard or nuisance to Lessor.
5. Tenant shall be solely responsible for all costs associated with locating its equipment and shall comply with all applicable laws and ordinances in installing and maintaining its equipment.
6. Tenant will be responsible for the use of the electrical service inside the building at no additional cost to the Lessor. The Lessor shall not be liable for any interruption of electrical service and rental payments under this Lease shall continue notwithstanding any interruption of power or other required utility facility that is not caused by the gross negligence or willful misconduct of Lessor.
7. Tenant accepts the leased premises "AS IS" and "WITH ALL FAULTS". Prior to the termination of this Lease, tenant shall remove all equipment from the leased premises. Any holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal.
8. If Tenant's equipment is destroyed or damaged without fault or negligence by Lessor, the tenant may elect to terminate this Lease as of the date of the damage or destruction by giving written notice given to Lessor no more than ten (10) days following the date of any such damage or destruction.
9. Tenant shall operate radio equipment in licensed frequency bands.

Tenant represents and warrants that its equipment shall not cause interference with any other communication equipment existing and operating on the leased premises.

Tenant shall cooperate with Lessor to the extent necessary to determine the source of any interference that may be caused by or emitted from its equipment. In the event Tenant's equipment causes interference to any person with equipment located on the leased premises prior to the date Tenant installs its equipment, Tenant shall, within fifteen (15) days, take all steps and precautions necessary to correct and eliminate the interference. Tenant will cease any use of its equipment that is the cause of said interference as soon as reasonably possible after notice thereof. Tenant shall be allowed short periods of operation required identification and elimination of the interference.

Lessor represents and warrants that others permitted to have equipment on the leased premises, and such other current or future co-tenants shall be similarly constrained if their equipment causes interference and that Tenant is an intended beneficiary of such constraints.

10. Tenant shall have access to the tower and the building so that it can inspect and service its equipment. Lessor shall provide a key (or combination to locks) to Tenant for that purpose.

11. Tenant shall hold Lessor harmless and indemnify Lessor from any loss it may incur for any damage to property or injury to persons rightfully upon the leased premises for any purpose or for any damage to property of Lessor where the injuries or other damage are caused by the negligence or misconduct of Tenant, its agents, servants, employees, or of any other person entering upon the leased premises under express or implied invitation of Tenant. Tenant shall obtain and maintain throughout the term of this Lease a comprehensive general liability insurance policy, including protection against personal injury and property damage.

Default

The following shall be deemed to be events of default by Tenant under this Lease:

1. Tenant shall abandon its operations on the leased premises;
2. Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment or rent, and the failure is not cured within thirty (30) days after written notice from Lessor to Tenant.
3. Upon the occurrence of any default set forth in this Lease agreement Lessor may terminate this Lease, in which event Tenant shall immediately remove its equipment, including the tower, from the leased premises. If Tenant fails to remove its equipment Lessor may, without prejudice to any other remedy, which it may have, take possession of Tenant's equipment by removing it or changing locks if necessary, by occupying all or any part of the building without being liable for the prosecution of any claim or damages.
4. Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below.

Termination

This Lease may be terminated by Landlord or Tenant for reasonable cause. Either party will give the other 60 days written notice prior to requesting termination of this agreement.

Compliance with Laws

Tenant agrees that it will comply with all local, state and federal laws and regulations applicable to its activities under the lease. The laws of the State of Michigan shall govern this lease.

Tenant: Sanilac County Central Dispatch.

Lessee: Lexington Twp.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____