

## CO-OWNERSHIP AGREEMENT

THIS CO-OWNERSHIP AGREEMENT is entered into this 29 day of November, 2010 by and between the Board of County Commissioners of Butler County, Kansas, hereinafter referred to as "Butler" and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "Sedgwick." Jointly referred to as the "parties."

WHEREAS, Butler has heretofore entered into a lease agreement for approximately 4 acres of land from the Kansas Turnpike Authority ("KTA"), which land is more specifically described as follows:

A triangular tract of land in the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 27 South, Range 3 East, Butler County, Kansas, described as follows:  
Beginning at the center of said Section 8, thence South 428.10 feet to a point 150 feet Northwesterly and at right angles to the centerline survey of the Kansas Turnpike at Station 5415-29.31; thence Northwesterly and parallel to said centerline a distance of 904.96 feet more or less to the North line of the Southeast Quarter of said Section 8, thence West 798.89 feet to a point of beginning. (Containing 3.93 acres more or less)

and;

WHEREAS, the lease agreement between Butler and the KTA permits, by its terms, Sedgwick to become bound by the lease terms as a tenant of the KTA; and

WHEREAS, both Butler and Sedgwick believe it to be in the best interests of the general public to jointly construct, occupy and operate/maintain a radio tower to be constructed upon the premises described above;

WHEREAS, Butler and Sedgwick are authorized by Kansas law to enter into interlocal agreements for such purpose pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*; and

WHEREAS, Butler and Sedgwick agree to form a co-ownership agreement to construct and operate a radio tower as tenants in common for public safety communication system(s) that are compliant with Federal Communications Commission and State of Kansas requirements;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **LEASE:** Butler hereby agrees that Sedgwick, as a co-tenant, shall be bound by the Lease Agreement of the real estate described above in accordance with the same terms and conditions as set forth therein, dated the 8th day of March, 2010 by and between Butler and the KTA, which lease Sedgwick represents it has fully reviewed and the terms of which Sedgwick hereby approves. Butler and Sedgwick agree to obtain the approval of KTA to name and bind Sedgwick as a co-tenant to the March 8, 2010 Lease Agreement, with all terms and conditions to be jointly and equally applicable to Butler and Sedgwick.

2. **RADIO TOWER CONSTRUCTION COSTS:** The parties acknowledge that Butler is constructing a 385 foot communications tower upon the premises described above for its new P25 Digital Public Safety Communications System. It is agreed between the parties that Sedgwick will share in one-half (50%) of all construction costs associated with the construction of the radio tower. Butler will invoice Sedgwick for one-half (50%) of the construction costs upon final inspection and certification that the tower may be put into service. It is agreed that Sedgwick shall pay its one-half (50%) of the construction costs within 30 days following receipt of the invoice.

3. **JOINT OWNERSHIP AND USE OF RADIO TOWER:** It is agreed between the parties that they shall jointly own the radio tower as tenants in common and that they shall jointly use for their public purposes the radio tower contemplated herein; and more specifically, the allocation of space, according to tower elevations shall be as follows:

(A) Sedgwick will have the following locations for mounting equipment on the tower:

- 380' at base for 2 – 800 MHz transmit antennas West Side of Tower
- 360' at base for 1 – 800 MHz receive antenna West Side of Tower
- 280' at base for 1 – VHF Paging Antenna on West Side of Tower
- 240' at base for 1 – 800 MHz Omni Directional Antenna
- 150' at base for 2 – 6 ft. Microwave Dishes (Location may be adjusted in accordance with final microwave path study)

(B) Butler will have the following locations for mounting equipment on the tower:

- 340' at base for 2 – 800 MHz transmit antennas East Side of Tower
- 320' at base for 1 – 800 MHz receive antenna East Side of Tower
- 300' at base for 1 – DB224 VHF Paging Antenna East Side of Tower
- 260' at base for 1 – DB809 800 MHz Omni Directional North Side of Tower
- 210' at center for 1 – 8 ft. Microwave Dish
- 180' at center for 1 – 6 ft. Microwave Dish
- 200' at center for 2 – PTP600 panel antennas Or 2 ft. Microwave Dish Or combination of both
- 100' at base for Future Cellular collocation panel antennas

4. **COSTS, UTILITIES AND MAINTENANCE:** It is agreed between the parties that Butler will oversee the payment of all utilities and will provide for all necessary maintenance of the tower and common equipment. Once a year Butler will invoice Sedgwick for one-half (50%) the costs associated with such costs, utilities and maintenance and Sedgwick agrees to pay such invoice within 30 days of receipt of the same. Costs shall include both fixed

and variable expenses, including but not limited to, insurance, inspections, licensing and taxes (to the extent the parties are not exempt).

5. **INSURANCE and INDEMNITY:** The parties agree to share equally in the cost of personal property insurance in connection with the personal property located on the premises. Butler and Sedgwick shall be listed as insured parties and shall receive a copy of certificates of insurance. The parties acknowledge that KTA shall also be listed as a covered entity under the policy.

Sedgwick hereby expressly agrees and covenants that it will hold and save harmless and indemnify Butler, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by Butler or its agents and/or employees.

Butler hereby expressly agrees and covenants that it will hold and save harmless and indemnify Sedgwick, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by Sedgwick or its agents and/or employees.

6. **EQUIPMENT SHELTER:** The parties will share equally the costs associated with the construction of a 12' x 32' equipment shelter generally located at the base of the tower. Both parties shall be permitted to share a space within the equipment shelter with Butler occupying the rear half of the shelter and Sedgwick occupying the front half of the shelter. Each of the parties shall be individually responsible for the maintenance of infrastructure communications equipment housed within the shelter which is dedicated to their respective

antennas. Damage resulting from negligence, not indemnified by insurance, shall be the responsibility of the party causing such damage.

7. **INGRESS EGRESS:** Each of the parties shall have equal ingress and egress to the tower site and the equipment shelter and both parties shall be issued keys, alarm codes, and such other information as may be necessary for ingress and egress.

8. **COSTS OF ANTENNA INSTALLATION:** Each of the parties shall be individually responsible for costs associated with the installation of their respective antennas and coax lines. Butler shall advise Sedgwick when Butler's installers intend to install antennas and coax in order to allow Sedgwick to consider using the services of the same vender to save costs, and vice versa.

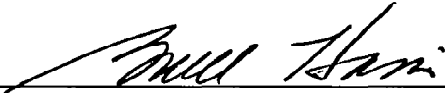
9. **INSTALLATION OF ADDITIONAL EQUIPMENT:** The parties acknowledge that the structural integrity of the tower contemplated by this agreement has been designed to include all of the above locations for both Sedgwick and Butler with a future cell carrier. The installation of additional equipment by either party will require the consent of both parties and will require a structural analysis study at the expense of the party wishing to change or add equipment.

10. **SUBLETTING:** The parties agree to equally share any revenues generated from any sublease or co-location agreement(s) and/or rent or royalties with private entity subtenants, after payment of the sixty percent (60%) to be paid to KTA pursuant to Provision 9 of the March 8, 2010, Lease Agreement. The parties agree to comply with all terms of Provision 9, including studies to ensure no interference with KTA communication systems.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate,  
each copy to be treated as an original as of the day and year first above written.

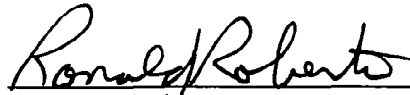
**"BUTLER COUNTY"**

BOARD OF COUNTY COMMISSIONERS OF  
BUTLER COUNTY, KANSAS

  
\_\_\_\_\_  
Chairman



ATTEST:

  
\_\_\_\_\_  
County Clerk

**"SEDGWICK COUNTY"**


BOARD OF COUNTY COMMISSIONERS OF  
SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

Approved as to form:

  
\_\_\_\_\_  
Bill H. Raymond, Asst. County  
Counselor