

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is entered into this 8 day of MARCH, 2010, by and between the Kansas Turnpike Authority ("**Landlord**") and the Board of County Commissioners of Butler County, Kansas, ("**Tenant**"); and Landlord and Tenant (together, the "**Parties**" and each a "**Party**") hereby contract and agree as follows:

WHEREAS, Landlord is the owner of certain real property consisting of approximately four (4) acres of land located in Butler County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Landlord demises and leases to Tenant, and Tenant rents from Landlord a portion of the Property owned by Landlord and more particularly described on Exhibit B attached hereto and made a part hereof (the "**Premises**").

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

1. **Commencement Date and Term of Lease:** This lease shall commence on MARCH 8, 2010 ("**Commencement Date**"). The initial term of this Lease shall be for ten (10) years beginning on the Commencement Date. This Lease shall automatically renew for (2) additional terms of ten (10) years each, unless Tenant provides ninety (90) days written notice to Landlord of its intent to terminate the Lease prior to the expiration of the initial term or ninety (90) days prior to the expiration of any renewal term. Upon the expiration or termination of this Lease, Tenant, at its sole cost and expense, shall restore the surface of such portions of the Premises that are disturbed by Tenant's construction and use of the Tower (as defined below) to a condition reasonably similar to its condition as of the Commencement Date of this Lease, including, without limitation, the removal of all communications equipment and the removal of Tower from the Premises.
2. **Permitted Use:** Tenant shall use the Premises for the purpose of constructing, operating, and maintaining an approximately 380 foot radio communications tower together with such additional surface space as mutually agreed upon by the parties, necessary to accommodate a communications building, various cabling, and other related equipment in connection with public safety communications (collectively the "**Tower**"). Tenant shall be prohibited from installing any communication equipment which interferes with the State of Kansas 800 Mhz. Radio System, or any other communications systems used by Landlord. Any additional use including, without limitation, co-location with various telecommunication companies shall be prohibited without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
3. **Rent and Taxes:** Tenant's obligation to pay rent shall commence on the Commencement Date. Rent shall be payable yearly in advance on the first

day of each and every year throughout the term of the Lease in the amount of Ten Dollars (\$10.00). Tenant, at its sole cost and expense, shall pay all taxes levied against the Premises, including, without limitation, any personal property taxes, or governmental assessments in connection with the use of the Premises, if any.

4. **Warranties and Cooperation:** Landlord makes no warranties or representations in connection with the Property or Premises. Tenant accepts the Premises in "as is" condition. Landlord agrees to execute such documents as may be reasonably required to assist Tenant in securing the appropriate zoning and other regulatory approvals in connection with the construction of the Tower on the Premises.

5. **Tenant's Construction, Operation and Maintenance of the Tower and Premises:** All of Tenant's construction, installation, and maintenance work in connection with the Tower shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall provide Landlord a copy of the plans and specifications for the Tower, which shall include the location of any maintenance building, cabling, and other improvements. Prior to commencement of construction of the Tower, Tenant shall obtain Landlord's written consent to the plans and specifications, such consent not to be unreasonably withheld. Tenant shall furnish to Landlord a copy of correspondence from the State of Kansas indicating that the proposed communications equipment to be placed on the Tower will not interfere with the State of Kansas 800 Mhz. Radio System. Tenant will have no right to construct any other tower or improvement without the prior written consent of Landlord. Throughout the initial term and any renewal term of this Lease, Tenant, at its sole cost and expense, shall pay all costs associated with the Tower and related equipment. Tenant shall be obligated to maintain the Tower in a structurally sound condition as reasonably determined by Landlord, and Tenant shall make any and all repairs to the Tower and Premises. Prior to commencement of construction of the Tower, Tenant, at its sole cost and expense, agrees to improve the current gate and road access to the Premises. Landlord hereby grants Tenant the right to landscape and contour the Premises and that portion of the Property necessary to account for drainage.

6. **Access:** Landlord agrees to grant Tenant the right of ingress and egress across its Property in order to construct, maintain, and use the Premises. The parties agree that access to the Premises shall be limited to the Parties to this Lease together with their designees, successors, and assigns and further agree that access will be at all times controlled by a locking device for which the Parties shall each have keys. Landlord shall have the right to access the Premises and Tower when Landlord determines such access is necessary for operational purposes.

7. **Interference:** Tenant shall operate the Tower and its ancillary equipment located on the Premises in such a manner that will not cause interference

with Landlord's radio equipment or interference with the Kansas Department of Transportation's radio equipment. Moreover, Tenant shall immediately remove all equipment which interferes with the State of Kansas 800 Mhz. Radio System, or any other communication systems used by Landlord. All operations by Tenant shall be in compliance with all Federal Communications Commission requirements. The parties agree that Landlord may continue to utilize the Property for any use whatsoever, so long as such usage does not interfere with the Tower. Landlord further agrees that no structures or improvements will be constructed on the Property within four hundred (400) feet of the Tower without Tenant's written consent.

8. **Insurance and Indemnity:** Tenant will carry personal property insurance in connection with its personal property located on the Premises. Tenant will carry general liability insurance, which will name Landlord as an additional insured party and Tenant shall provide Landlord a copy of such certificate of insurance upon Landlord's request. Tenant shall indemnify and hold Landlord harmless from all claims (including attorneys' fees, costs, and expenses of defending against such claims) arising from the negligence, willful misconduct of Tenant or Tenant's agents, employees, sub-tenant, contractors, and invitees, in or about the Tower and the surrounding Premises. This Paragraph shall survive the termination of this Lease.

9. **Assignment and Subletting.** Tenant will not assign this Lease or sublet any part of the Tower or Premises without the prior written consent of Landlord. It is anticipated that Tenant may enter into co-location agreements with private entity subtenants. Such sublease shall require the prior written consent of Landlord and the Parties agree that Landlord shall receive sixty percent (60%) of any rent or royalties under any such co-location lease agreement between Tenant and subtenant. Notwithstanding the contrary contained in the previous sentence, any sublease between Tenant and the City of Andover, or Sedgwick County, Kansas, in connection with the use of public communications equipment shall not require the consent of Landlord, nor shall Landlord be entitled to any percentage rent or royalties. Any sublease or assignment contemplated under this paragraph shall require the subtenant or assignee, at their sole cost and expense, to obtain a study by an appropriate third-party which shall indicate any additional equipment added to the Tower will not interfere with the State of Kansas 800 Mhz. Radio System, or any other communications systems used by Landlord. Subtenant or assignee shall be required to provide a letter to Landlord from the State of Kansas indicating compliance with the no interference provision set forth in paragraph seven (7) above.

10. **Notice of Default:** If a Party (the "***Defaulting Party***") fails to perform its obligations under this Lease in any material respect (an "***Event of Default***"), then it shall not be in Default (as defined below) if it cures such Event of Default within thirty (30) days after receiving written notice from the other Party (the "***Non-Defaulting Party***") stating with particularity the nature and

extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"). As used in this Lease, the term "**Default**," means an Event of Default that has not been cured within the time provided herein. If there is a Default, the Non-Defaulting Party shall have any and all available remedies at law or in equity. Tenant shall have sixty (60) days after termination of this Lease to remove any and all of the improvements constructed from the Premises including, without limitation, the removal of the Tower and Tenant shall restore the Premises as set forth in Paragraph 1 of this Lease.

11. **Eminent Domain and Casualty**: This Lease shall become void if any part of the Premises is taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the Premises by eminent domain pays for the value of Tenant's lease, Tenant's loss of business and for moving and relocation expenses. If the Premises shall be destroyed or damaged by fire or other casualty, and if the Premises are materially affected by such fire or casualty such that the Premises cannot be used for its intended use as set forth in Paragraph two (2), then either Tenant or Landlord may elect to terminate this Lease by giving written notice to the other within fifteen (15) days after such occurrence of its election to terminate this Lease.
12. **Notices**: All notices and other communications must be in writing and shall be effective three (3) days after deposit in the United States Mail, certified and postage paid, or upon receipt if personally delivered or sent by next business day delivery via a nationally recognized overnight carrier to the address as set forth below. Landlord and Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

Attn: Chairman of the Board of Commissions of Butler County, Kansas
205 West Central
El Dorado, Kansas 67042

With a copy to:

Butler County Administrator
205 West Central
El Dorado, Kansas 67042

If to Landlord:

Kansas Turnpike Authority
Attn: President/CEO
9401 East Kellogg
Wichita, KS 67207

With a copy to:

Attn: KTA General Counsel

Gates, Shields, Ferguson, P.A.
10990 Quivira; Suite 200
Overland Park, KS 66210

13. **Successors and Assigns:** This Lease shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of each Party hereto.

14. **Entire Agreement:** This Lease constitutes the entire agreement between the Parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property contained herein. Any amendments to this Lease shall be in writing and executed by an authorized representative for both Parties.

15. **Cooperation:** Each Party agrees to cooperate with the other in executing any additional documents reasonably necessary to facilitate the purposes for which this Lease has been entered into as set forth in Paragraph 2 above. The parties further agree that a Memorandum of Lease may be recorded in the office of the Butler County Register of Deeds by either party.

16. **Governing Law:** This Lease shall be governed by the laws of the State of Kansas.

17. **Authorization:** The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

18. **Counterparts:** This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together, shall constitute a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned do hereby set their hands to this Lease on the date and year first above written.

LANDLORD:

Kansas Turnpike Authority

By: 


Name: Michael L. Johnston

Title: President/CEO



TENANT:

**BOARD OF COUNTY COMMISSIONERS OF
BUTLER COUNTY, KANSAS**

By: 

Name: RANDY WALDORF

Title: CHAIRMAN

ATTEST:



County Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF Sedgewick)

BE IT REMEMBERED, that on this 12th day of March, 2010
_____, before me, the undersigned, a Notary Public in and for said County and State,
came Michael L. Johnston, President/CEO of the Kansas Turnpike Authority, a body
politic and corporate, who is personally known to me to be such Authorized Agent, and
who executed the within instrument on behalf of said entity and such person duly
acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal the day and year last above written.



Diana Navarro
Notary Public

My commission Expires: 6-5-2011

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

BE IT REMEMBERED that on this 8 day of March, 2010
before me, the undersigned, a notary public in and for the County and State aforesaid,
came Randy Waldorf and _____ the
Chairman and County Clerk of the Board of County Commissioners of Butler County,
Kansas, and who are personally known to me to be the same persons who executed the
within instrument of writing as such officers and with full authority, executed the same
voluntarily for and as the act of said entity and such persons duly acknowledged execution
of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
the day and year last above written.

René L. Bender
Notary Public

My appointment Expires: 6-5-2012

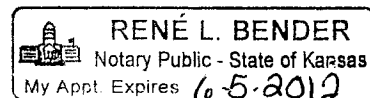


EXHIBIT A

Description of the Property

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.

EXHIBIT B

Description of the Premises

