

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made and entered into this ____ day of September, 2019, by and between the city of Celina, Ohio, ("Lessor") and R.G. Sound and Communications, Inc., an Ohio for-profit corporation, having a mailing address of 1701 Industrial Dr., Celina, Ohio 45822, its successors and assigns, ("Lessee"), is as follows:

1. Lessor owns or controls a certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith and described as follows:

SEE ATTACHED EXHIBIT A

2. Lessor does hereby release, demise, and let unto the Lessee the above described real property. Lessor further grants Lessee right of ingress and egress over the established roadways existing upon Lessor's property to access the leased property, from the nearest public right-of-way along to the above described property.
3. To have and to hold the same with appurtenances, unto the Lessee for and during the full term of seventy-five (75) years from the ____ day of September, 2019 until the ____ day of September, 2094. Said lease is non-assignable by the Lessor, and if the tower is sold, the new owner is required to negotiate the terms and conditions of any new lease.
4. Lessee agrees to pay Lessor, as rent for the premises, for the term of the lease the sum of Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00) per year payable in equal quarterly installments commencing with the execution of this agreement. The parties further agree that every five (5) years during the term of the lease that they will meet to address the payment amount of the lease and to mutually agree to increase, maintain or decrease the annual payment amount. Both parties must mutually agree on the payment amount of the lease. Lessee further agrees to pay all taxes assessed on the leased premises due to improvements erected by Lessee thereon, whether or not such taxes are levied against the Lessee or against the Lessor.
5. This Agreement shall replace and supersede the Renewal of Lease Agreement dated April 3, 2018 by and between the parties herein.
6. Lessee may use the premises for the transmission and reception communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of the communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment and any other items necessary to the successful and secure use of the premises. Lessee further has the right, but not the obligation to add, modify and or replace equipment in order to be in compliance with any current or future federal, state or local mandated application communication services, at no additional cost to the Lessor or a Lessee.

7. Lessee agrees that upon termination of this agreement Lessee shall remove all equipment and appurtenances owned by Lessee on Lessor's property. This Agreement may be canceled and terminated by the Lessee, without penalty, at any time, upon giving written notice of termination to the Lessor. The cancellation and termination shall be effective within one hundred eighty (180) days of the receipt of the notice by the Lessor.
8. The parties agree that the area under any guy anchors or guy wires shall be kept clear for all purposes consistent with the Lessee's use of the leased premises.
9. Lessee agrees that it shall use the leased premises so as to not interfere with the use of the other property of the Lessor, except as set forth herein.
10. Lessee shall indemnify, protect, and hold Lessor harmless from and against claims, liabilities, losses and physical damages to property in bodily injury or death to persons, including payments made under any Workmen's Compensation law, which may arise out of or be caused by Lessee's use of the leased premises or its activities under this Agreement, or by any act of Lessee, its agents, servants, or employees. Lessee will maintain insurance to protect Lessor and Lessee, each as named insured, from and against all claims, demands, actions, costs, expenses, and liabilities, which may arise or result.
11. Lessee shall obtain any appropriate permits required by law for the construction or maintenance of equipment on said premises and shall pay all utility charges assessed or to be assessed against such operation.
12. Lessee further agrees to perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to said premises, or the improvements thereon, or the use of thereon, or the use thereof, and further not to use or occupy, or suffer or permit any person or body to use or occupy said premises, or any part thereof, for any purpose or in violation of any law, statute or ordinance, whether Federal, State or Municipal, during the term of this Agreement.
13. Lessor hereby covenants and agrees that it will maintain any growth or vegetation near the leased premises whereas to not interfere with the Lessee's intended use of the leased premises, that is, for the transmission and/or reception of communication signals.
14. Lessor hereby covenants and agrees that it will not use nor will it permit its remaining property to be utilized in any manner which could interfere with the Lessee's intended use of the leased premises, that is, for the transmission and/or reception of communication signals.
15. Lessor hereby covenants and agrees that it will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the property, if such use adversely affects or interferes with the use or access to leased premises, the operations of the Lessee or the rights of the Lessee under this agreement.
16. This agreement is binding upon the successors and assigns of the parties hereto.

- 17. None of the terms, conditions, covenants or agreements of this Agreement shall in any manner be altered, waived, changed or abandoned except by a writing duly executed and delivered by the parties hereto.
- 18. Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Signed and Acknowledged in the presence of:

CITY OF CELINA, OHIO, by:

Witness

LESSOR

Witness

Signed and Acknowledged in the presence of:

R.G. SOUND AND
COMMUNICATIONS, INC., by:

Witness

LESSEE

Witness
APPROVED BY:

George Moore, City Law Director

Richard W. Miller, III, Attorney for Lessee

STATE OF OHIO)
)ss
COUNTY OF MERCER)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Celina, Ohio, by _____, with knowledge that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ____ day of September, 2019.

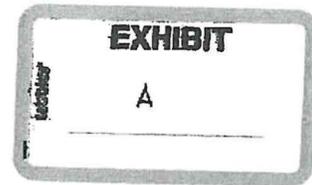
Notary Public
My commission expires:

STATE OF OHIO)
)ss
COUNTY OF MERCER)

Before me, a Notary Public in and for said County and State, personally appeared the above named R.G. Sound and Communications, Inc., by Jody Godwin, with knowledge that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ____ day of September, 2019.

Notary Public
My commission expires:



Located in the Southwest quarter (1/4) of the Northeast quarter (1/4) of Section thirty six (36), Township Five (5) South, Range Two (2) East in the City of Celina, being more particularly described as follows:

Being a circular parcel having a radius of fifty (50) feet, the center of said circle being also the center of the base of a radio antenna situated on said parcel, said center being beginning at the Southwest property corner of the Celina City Landfill property, said point also being the intersection of the East line of the Penn Central right-of-way and the North line of the Summit Street right-of-way; thence Northwest along the West property line of said property, a distance of 1015 ± feet; thence Northeast perpendicular to the West property line, a distance of 312 ± feet to the center of the base of said radio antenna.

Also three rectangular parcels ten (10) feet wide and three hundred fifty (350) feet long extending out from the center of said radio antenna, the centerline of said parcels being the vertical projection of the three (3) sets of guy wires supporting the antenna for the purpose of maintaining an antenna tower.

Beginning at the Southwest property corner of the Celina City Landfill property, said point also being the intersection of the East line of the Penn Central right-of-way and the North line of the Summit Street right-of-way; thence Northwest along the West property line of said property, as distance of 1015 ± feet; thence Northeast perpendicular to the West property line, a distance of 312 ± feet to the center of the base of a radio antenna; thence Southeast parallel to the West property line, a distance of 20 feet; thence Southwest perpendicular to the West property line, a distance of 300 ± feet; thence Southeast parallel to the West property line, a distance of 1000 ± feet to a point of the North line of the Summit Street right-of-way; thence West along the North right-of-way line to the point of beginning, for the purposes of maintaining a utility easement.