# GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the City of Joplin, Missouri, a Municipal Corporation (**Landlord**), and Jasper County Emergency Services Board, also known as Jasper County 911-JASCO, an emergency service district created under Section 190.335 Rsmo. (**Tenant**) made effective as of the date of execution of this agreement (**Effective Date**).

The Parties agree:

1. **DESCRIPTION**: Landlord owns the real property legally described in Exhibit A in fee simple, attached hereto and incorporated herein by reference. Landlord wishes to lease to Tenant a portion of said real property; the property identified in Exhibit B, attached hereto and incorporated herein by reference, said ground lease consisting of approximately six hundred square feet, the center located by a communications tower at approximately 37.103861 Latitude by -94.563944 Longitude as depicted in Exhibit C, attached hereto and incorporated herein by reference; said ground lease shall be the lease premises (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. This Agreement shall automatically renew for two additional ten-year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. Tenant shall have the option to extend this Agreement for one additional ten-year term if needed. Terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty days' written notice to the other party.

3. **RENT:** During the Term, Tenant shall pay to Landlord as Rent $1.00, and other valuable consideration. Each new Term, Tenant shall remit Rent to Landlord. Tenant shall bear all cost of utilities and maintenance.

4. **USE**: Tenant shall use the Premises to construct and operate a communications tower, providing for all cost of construction and maintenance, and without any promise of permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and “As Is” condition. Landlord makes no warranties as to the condition or existence of utility infrastructure on the Premises, and Tenant acknowledges it is accepting

the Premises in its current and “As Is” condition.

6. **SECURITY:** Tenant shall fence the tower and cables areas and keep them secure and regularly monitor the Premises. It shall be Tenant's sole responsibility for the installation of any and all braces or other additions to the tower as may be necessary and required to adequately support its system.

7. **ACCESS:** Access to the Premises shall be nonexclusive. Landlord shall have access to the tower and use of the communication tower provided that such access and use shall not materially interfere with the use of the tower and premises by Tenant, as provided for in Section 9 below. Landlord shall have access and use of Landlord’s radio equipment under the supervision of Tenant. It is agreed between both Landlord and Tenant that only authorized engineers and/or employees of the Tenant; with Tenant making available to Landlord the basis for such authorization, FCC inspectors or persons otherwise under the direct supervision of FCC inspectors will be permitted to have access to Landlord's Property which is the overall subject of this Agreement. Tenant shall have continuous access to tower site and premises.

8. **REGULATIONS AND LICENSING:** Tenant agrees with and represents to Landlord that the radio equipment associated with the tower will be operated and maintained at all times in accordance with applicable Federal Communications Commission (FCC) rules and regulations, as well as rules and regulations of the Federal Aviation Authority (FAA) and the State of Missouri and the County of Jasper and the City of Joplin. Landlord assumes no responsibility for the licensing, operations, and/or maintenance of Tenant's radio equipment which Tenant will install at the Property.

9. **USE OF TOWER BY LANDLORD**: Landlord reserves the right to use the tower for placement of its radio equipment. Landlord shall not install any device or antenna on the premises or tower without the prior written approval of Tenant.

10. **IMPROVEMENTS BY TENANT**: Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant’s sole cost and expense, remove from the Premises all of Tenant’s leasehold improvements, including without limitation, the radio tower, securing cables, fencing and related improvements and other such items that have been installed or placed on the Premises by Tenant, by Tenant’s predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as “Tenant’s Property”), and

Tenant shall repair all damage resulting from such removal.

11. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, the communications tower, including all appurtenances, in good working order, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, damage to the tower, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

12. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form of general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION**. Tenant shall indemnify, protect, defend and hold Landlord City and its officers, directors, members, city council, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring as a result of any acts or omissions of Tenant, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with Tenant's use of the Premises.

Likewise, Landlord shall be solely responsible for the installation and maintenance of its equipment on the tower and for the actions of all of its employees, agents, independent contractors, licensees, and invitees in connection with Landlord's use of the Premises.

15. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without the consent of Landlord, shall be void and, at the option of Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

16. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

17. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

18. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall transfer to Landlord's successor in interest such that Landlord's successor shall be bound by all of the terms and conditions contained herein. Provided that, prior to any such sale, Tenant shall have the first right of refusal to purchase the premises at the same price as any negotiated contract between Landlord and the Buyer. Upon the execution of such contract, Landlord shall give Tenant thirty days to provide notice in writing as to whether Tenant wishes to exercise such right, and in the event that Tenant wishes to exercise said right to purchase, the sale shall be completed within forty-five days.

19. **TERMINATION**: Upon termination of this Agreement, either party shall:

a. Give the other party no less than sixty days written notice of its intent to terminate the agreement.

b. deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

c. Leave undisturbed all non-trade fixtures and improvements as they existed at the time of the execution of this lease agreement.

d. Remove from the Premises all trade fixtures and other property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or other property.

e. Comply with any other requirements, covenants and conditions in this Agreement.

20. **MISCELLANEOUS**:

a. No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

b. Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

c. The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

d. This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

e. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed as listed on the last page of this document.

f. Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

g. This Agreement shall be binding upon the successors in interest of the parties.

h. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

i. The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

**LANDLORD**: **City of Joplin**

By:_____

Its: City Manager

Name: Nicholas Edwards
Joplin City Hall
602 S Main St
Joplin MO 64801

**Tenant: Jasper County 911-JASCO**

By:_____

Its: Board of Directors, Chairperson

Name: Greg Dagnan
13870 Dispatch Ln
P.O. Box 801
Carthage, MO 64836

## ATTACHMENTS

Exhibit A: Property Description

Exhibit B: Tenant Property Lease

Exhibit C: Joplin Equipment (Landlord)

Exhibit D: Jasper County Emergency Services Equipment (Tenant)

Exhibit E: Tower