

Lease Agreement

This Lease Agreement (hereinafter "Agreement ") is made and entered into between, Action Communications, Inc., (hereinafter "Lessor") and, Laramie County, Wyoming, 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82001 (hereinafter "Lessee"), (hereinafter, collectively, the "Parties").

Witnesseth:

Whereas, Lessor is the owner of a tower located in a portion of the SW¼, SW¼, of Section 28, Township 16 North, Range 64 West of the 6th PM, Laramie County, Wyoming, hereinafter referred to as Antelope Draw Tower Site, respectively (hereinafter, collectively, the Property"); and,

Whereas, Lessee desires to lease tower space on which to locate various antennas which are used for Laramie County's communications;

Now, therefore, in consideration of the mutual promises, covenants and warranties of the Parties herein set forth, including monetary consideration as specified, it is agreed as follows:

1. Lessor hereby leases to Lessee and Lessee leases from Lessor space on the Property capable of housing lessee's equipment, cabling and antennas. In the event Lessee desires to change the configuration of equipment or add additional equipment or structures on the property, Lessee shall be required to obtain the prior approval of Lessor which shall not be unreasonably withheld. If additional equipment is installed, additional charges shall be made by Lessor and paid by Lessee, taking into consideration the size and quantity of the equipment.
2. The Lease shall be effective on the date last executed by the duly authorized representatives of the parties to the Lease Agreement, whichever is earlier, and shall remain in full force and effect for five (5) years, terminating at midnight on the last day of the month in which the annual anniversary of this date shall have occurred.
3. Lessee shall be responsible for all costs of construction of its facility.
4. Lessee plans to install a generator at the tower site and Lessee will be responsible for all associated costs.
5. Lessor grants to Lessee, its agents, employees, contractors and subcontractors, the right of ingress and egress over and upon the Property as well as access to all easements and right of ways granted to Lessor by its arrangement with the Property owner or owners, to the extent reasonably convenient or necessary to permit access to the Property and to permit the installation, operation, maintenance, repair and removal of Lessee's equipment, including the right to run conduits and wiring to the Premises and to and between parts of the equipment.
6. Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. Lessee shall provide Lessor with evidence of liability insurance covering all activity of Lessee on the property. Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this Section 6 shall survive the expiration or termination of this Agreement for any reason.
7. Lessee may, with Lessor's prior written approval and at Lessee's own expense, make alterations, additions, or improvements in and to the leased property and structures. Any alterations shall be performed in a workmanlike manner and shall not diminish or reduce the value of the property.

8. Lessee shall not use nor occupy the property or structures for any unlawful purpose. Lessee agrees to use the tower in full compliance with all state, federal and local laws, rules and regulations.
9. The operations to be performed by Lessee on the leased property are those of an independent contractor and not as an employee or agent of Lessor. Lessee assumes responsibility for its personnel who provide services or operations pursuant to this lease agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.
10. Lessee's acquiescence to any actions taken by Lessor shall not in any way relieve Lessor of its obligations hereunder and shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
11. This Agreement may be terminated, without penalty or further liability, on thirty (30) days' notice as follows:
 - a. By either Party upon default of any covenant or term hereof by the other which is not cured within sixty (60) days of receipt of written notice of default (without, however, any limitation of any other rights of the Parties pursuant to any other provisions of this Agreement).
 - b. By Lessee if it is unable either to secure or maintain any license, permit or approval necessary for the construction and/or operation of a microwave facility.
 - c. By Lessee if the Premises are unsuitable or become unsuitable with the Lessee's engineering specifications for use in the microwave facility operated by Lessee.
 - d. By Lessee if the Premises, or Lessee's equipment or improvements thereon, are destroyed, or damaged beyond reasonable and expeditious repair, due to causes beyond the control of Lessee.
 - e. By Lessor if the Premises are destroyed, or damaged beyond reasonable and expeditious repair, due to causes beyond the control of Lessor.
12. Upon expiration or termination of this Agreement for any reason, Lessee or its agents or assigns may enter the Premises and remove Lessee's property and equipment. Lessee agrees to repair any damage to the Property caused by removal of Lessee's property and equipment.
13. In the event that any personal property taxes are assessed to Lessor and attributed to equipment placed on the Property by Lessee, the Lessee shall pay that portion of said taxes attributed to its equipment. Lessee shall further reimburse Lessor for any real property tax increase, which is attributed by the taxing authority to the presence of Lessee's equipment on the Property. Lessor shall be responsible for any and all other taxes.
14. Neither this Lease Agreement, nor any rights or obligations hereunder, shall be assigned or delegated by a party without the prior written consent of the other party which shall not be unreasonably withheld by either party.
15. This Lease Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Lessee is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
17. The parties mutually understand and agree this Lease Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Lease Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Lessee and to Lessor in executing this Lease Agreement. This provision is not intended nor shall it be construed to waive Lessee's governmental immunity as provided in this Lease Agreement.
18. Lessor certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Lease Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Lease Agreement.
19. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Lease Agreement because of race, color, gender, creed, handicapping condition, or national origin.
20. All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
21. Lessee does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.* by entering into this Lease Agreement. Further, Lessee fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease Agreement.
22. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to the Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement.
23. Neither party shall be liable to perform under this Lease Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
24. Lessee's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease Agreement, the Agreement may be terminated by Lessee at the end of the period for which funds are available. Lessee shall notify Lessor at the earliest possible time of the obligations which will or may be affected by a shortage of funds. "At the earliest possible time" means at least thirty (30) days before the shortage will affect payment of claims, if Lessee

knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Lessee in the event this provision is exercised, and Lessee shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

25. The monthly costs due lessor are as follows at the described locations. Lessor shall bill Laramie County Combined Communications Center, 310 West 19th Street, Cheyenne, WY, 82001 per detail invoice. Payment shall be accordance with Wyo. Stat. § 16-6-602 (as amended). No payments shall be made before the last signature is affixed to this agreement.
Total Monthly: \$450.00 per price matrix below:

Quantity	Type of Antenna	Monthly Cost	Total
1	6' Dish	\$250.00 each	\$250.00
2	Panel or Omni	\$100.00 each	\$200.00
Total			\$450.00

- a. Monthly fees will increase 2% annually.

26. All notices and payments required under the terms of this agreement shall be sent to the Parties at the addresses set forth below:

If to Lessee:

Laramie County Combined Communications
Center
415 W 18th Street
Cheyenne, WY 82001

If to Lessor:

Action Communications, Inc.
315 W 27th St
Scottsbluff, NE 69361

Any notice or payment shall be deemed given and received seventy-two (72) hours after deposit into the United States mail, certified or registered, return receipt requested, addressed to the appropriate foregoing address, or to such other address as a Party may specify by written notice delivered as herein provided.

27. Lessor represents and warrants that Lessor is possessed of good and sufficient title and or leasehold to the Property and is fully authorized to execute this Agreement. Lessor further represents and warrants that there are no undisclosed liens, judgments or other impediments of title to the Property, or any other conditions, which would materially affect this Agreement.
28. This Agreement and all covenants and conditions herein contained shall inure to the benefit of all Parties, their successors and assigns, and shall be binding upon all Parties, their successors and assigns.
29. The Lease Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

ANTELOPE TOWER LEASE AGREEMENT
Between
Laramie County, and Action Communications, Inc.


Laramie County (Lessee)

By: K.N. Buck Homes, Chairman, Laramie County Commissioners Date _____

Attest:


By: Debra Lee, Laramie County Clerk Date _____

Action Communications, Inc.
(Lessor)

_____
By: Rick Derr Date 6-26-2018
Title: President

This Lease Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

_____
By: Gladys Ayokosok, Deputy Laramie County Attorney Date 6/26/18