

SITE LEASE AGREEMENT

This Site Lease Agreement is made and entered into as of the 31st day of October, 2012, by and between **LEROY DALE** (hereinafter "Lessor"), 4601 Nicholasville Road, Lexington, Kentucky 40515, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "LFUCG" or "Lessee"), 200 East Main Street, Lexington, Kentucky 40507, for the lease of space for use as a storage area for radio system equipment, on the following terms and conditions:

1. Premises. The Lessor does hereby let, lease and demise unto LFUCG certain Premises located at 2501 Brannon Road (KY 1980), Nicholasville, Kentucky 40356. The premises are comprised of an area which is twenty feet (20') by forty feet (40') adjacent to the WVRB radio tower site on the real property and as further described in Exhibit "A" which is attached hereto.

2. Use. LFUCG shall use the Premises for use as a storage area for equipment related to its subleasing of radio tower space from the adjacent WVRB radio tower located on the same parcel of property. It is understood and agreed by Lessor that WVRB may also access and utilize the Premises.

3. Term. The term of this Lease shall be for a period of five (5) years, beginning on the commencement date, as defined herein, and continuing thereafter. Upon the expiration of this initial term, this Lease Agreement shall automatically renew for a period of up to four times additional terms of five (5) years each upon the same terms and conditions as the initial term, except for a ten percent (10%) increase to the rental fee, unless the LFUCG gives sixty (60) days written notice to Lessor of its intent

not to renew the Lease prior to the expiration of the then presently elapsing term. The commencement date shall be December 1, 2012. Lessor acknowledges and agrees that LFUCG will begin construction on the Premises on approximately November 1, 2012.

4. Rent. Rent shall be in an annual amount of \$8,000.00 (\$10 per square foot per), which may be payable by LFUCG in equal monthly installments which shall be due no later than the 15th day of each month, beginning with the commencement date and delivered by U.S. Mail or personal service to the Lessor's address provided in paragraph 12, below. The initial annual amount is subject to a ten percent (10%) increase upon each five year renewal.

5. Possession. Lessor agrees to allow LFUCG continued possession of the demised Premises upon execution of this Lease by both parties.

6. Access to Premises. Lessor also agrees to provide LFUCG with reasonable access to the Premises at all times during the duration of this Lease Agreement. Such access will primarily be through the existing unpaved road leading to the WVRB radio tower site.

7. Alterations by LFUCG. LFUCG shall have the right during the continuance of this Lease to make such alterations or improvements in the Premises as may be proper and necessary for the conduct of LFUCG's use of the Premises, provided that LFUCG is to pay for all such improvements and that they must be made in accordance with any existing laws and building codes. Lessor acknowledges that LFUCG will be constructing a fence surrounding the premises which shall be locked at most times as

well as a shelter for storage of equipment related to use of the radio tower. Upon termination of the Lease Agreement LFUCG shall have the option of removing all improvements to the Premises within sixty (60) days at its expense.

8. Condition of the Premises. LFUCG shall keep the Premises in a neat and clean condition and in good repair.

9. Subleasing and Assigning. Lessor acknowledges and agrees that LFUCG may sublease use of the premises so long as it remains responsible for the obligations and covenants under this Lease Agreement. Lessor also agrees to temporary limited uses of the Premises by WVRB.

10. Utilities. The installation and expense of any utilities required at the Premises shall be the responsibility of LFUCG.

11. Risk of Loss. LFUCG understands and agrees that Lessor is under no obligation to insure the Premises and will in no way be responsible for any loss or damage to the Premises unless it results from a negligent or willful act of the Lessor.

12. Notices. Any notices required or permitted to be given hereunder shall be hand-delivered or sent by certified mail, return receipt requested, to the following:

Lessor: Leroy Dale
4601 Nicholasville Road
Lexington, Kentucky 40515

LFUCG: Department of Public Safety
Attention: Commissioner of Public Safety
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn.: Commissioner of Public Safety

Either party may, by subsequent written notice, designate another address or party for the purpose of receiving notice.

13. Heirs and Successors. This Lease Agreement shall be binding on and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by the Lessor to any assignment of the Lease or any interest therein.

14. Quiet Enjoyment. Lessor hereby covenants and agrees that if LFUCG shall perform all covenants and agreements stipulated to be performed by it herein, Lessee shall at all times have peaceable and quiet enjoyment and possession of the Premises without hindrance from Lessor or any other person or persons lawfully claiming the Premises.

15. Waiver. The waiver of any breach of any provision of this Lease Agreement by either party shall not constitute a continuing waiver or waiver of any subsequent breach by the other party either of the same or another provision of the Lease Agreement.

16. Termination. Lessor may terminate this Lease Agreement for nonpayment of rent but shall first provide LFUCG with at least sixty (60) days within which to make such payment, with interest to accrue as provided by law. LFUCG may terminate this agreement by providing sixty (60) days advance written notice in the event that its Council fails to provide sufficient funding for continuation of this Lease Agreement or LFUCG no longer has a need for use of the adjacent WVRB radio tower facility.

17. Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky in all respects, including all matters of construction, validity and performance.

18. Final Agreement. This instrument contains the final, complete and exclusive agreement between the parties, and no statements, promises or inducements made by any party hereto, or by any agent of a party hereto, which is not contained in this Lease Agreement shall be valid or binding, and no modification, variation or amendment of this Lease Agreement shall be of any force unless such modification, variation or amendment is in writing and has been signed by all parties to this Agreement.

IN WITNESS WHEREOF, witness the signatures of the parties hereto, effective as of the 31st day of October, 2012.

LESSOR:

LFUCG:

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY:



LEROY DALE

BY:

JIM GRAY, MAYOR

ATTEST:

URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Lease Agreement was subscribed, sworn to and acknowledged
before me by Leroy Dale, on this the 31st day of October, 2012.

My commission expires:

April 3, 2013

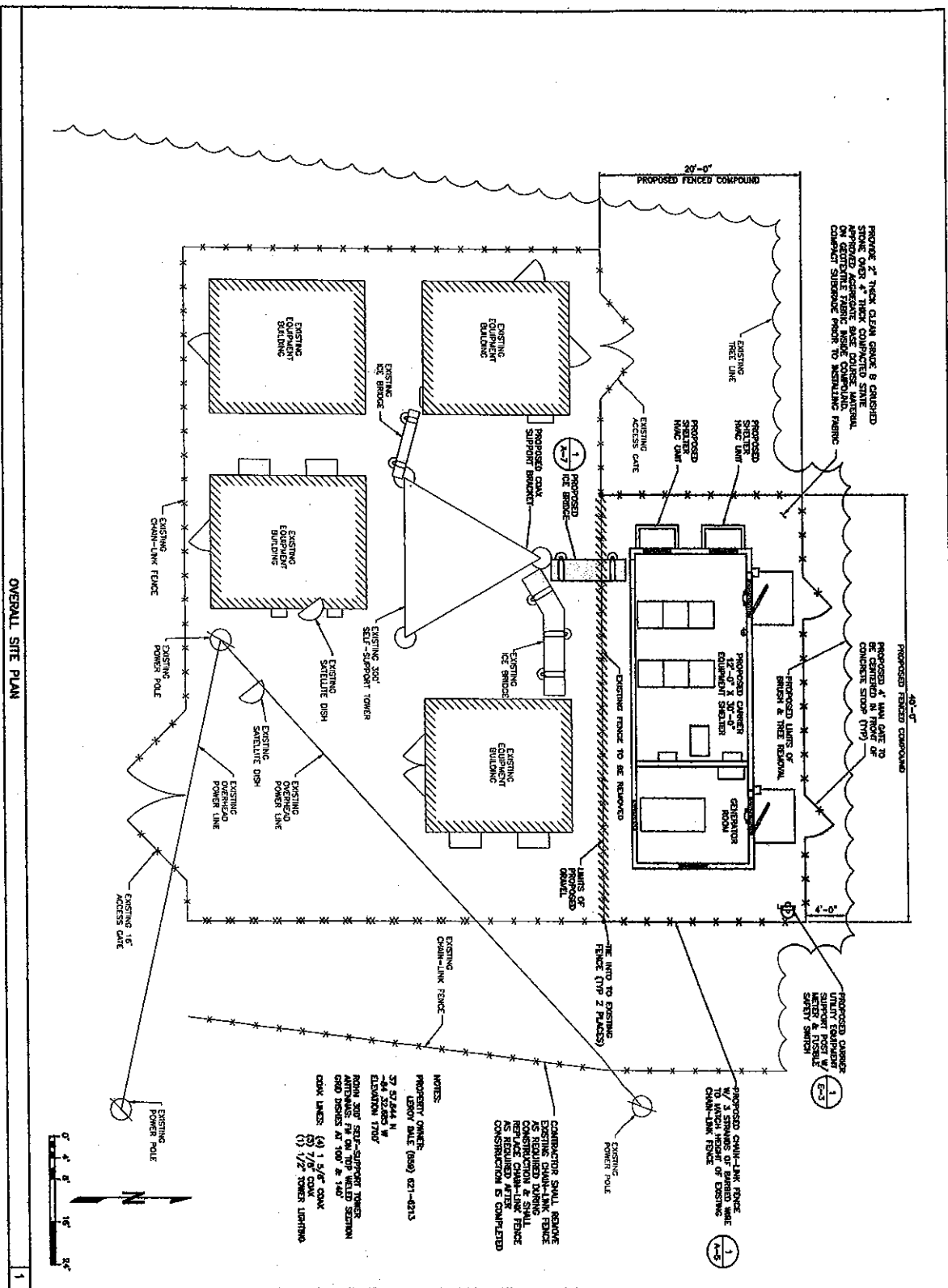
Michelle Riddle

NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

00366851

EXHIBIT "A"

DESCRIPTION OF PREMISES



CASSIDIAN

1401 West President George Bush Highway, Suite 150
Richardson, Texas 75080
Phone: 972/774-0277
Fax: 972/774-0277

SSC

3025 Indian Creek Pkwy, Suite 400
Overland Park, Kansas 66210
Phone: 913-498-7700 Fax: 913-498-7777

NOT TO BE USED FOR PRELIMINARY DRAWINGS FOR CONSTRUCTION

DRY OF RECORD
REPRODUCED FROM THE RECORD DRAWINGS OF THE PROJECT AS SHOWN ON SHEET 204

REVISIONS:
NO. DATE DESCRIPTION BY

REVISIONS:
1 12/27/02 REVISION TO FENCE LINE

PROPERTY OWNER: T.A. SARGO
LEAD CODE: T.A. SARGO
DATE: 12/27/02
DESIGNER: D.C. PELAND

NOTES:
CONTRACTOR SHALL REMOVE AS REQUIRED DURING CONSTRUCTION & SHALL REPLACE CHAIN-LINK FENCE TO ORIGINAL CONDITION & COMPLETED CONSTRUCTION IS COMPLETED

PROPERTY OWNER: T.A. SARGO
LEAD CODE: T.A. SARGO
DATE: 12/27/02
DESIGNER: D.C. PELAND

SITE NAME: WYRB
SITE NUMBER:

SITE ADDRESS: 2501 KENTUCKY 1980
NICHOLASVILLE, KENTUCKY
403556

SHEET TITLE: OVERALL SITE PLAN
SHEET NUMBER: A-1