

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2016-045**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the first amendment to Hardin County Broadcasting Co., Inc. tower-lease agreement dated March 17, 2015, adding an additional tower on Pear Orchard Road.

BE IT FURTHER RESOLVED, to increase the monthly fee from \$2,200 per month to \$2,650 per month to reflect the additional equipment.

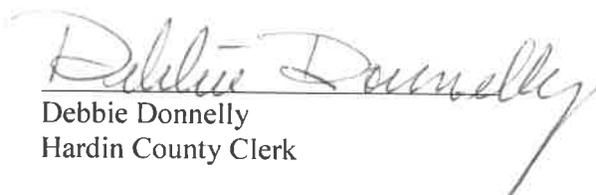
BE IT FURTHER RESOLVED, to authorize the County Judge/Executive and County Attorney to sign all documents concerning this lease amendment.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 12 April 2016.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT (“**AMENDMENT**”), dated to the latter of the signature dates below, is by and between Hardin County Broadcasting Co., Inc., a Kentucky corporation having a mailing address of 233 West Dixie Avenue, Elizabethtown, Kentucky 42701 (“**Lessor**”) and Hardin County Fiscal Court (“**Lessee**”) having a mailing address of 150N Provident Way, Suite 314, Elizabethtown, Kentucky 42701.

WHEREAS, Lessor and Lessee entered into a TOWER LEASE AGREEMENT dated March 17, 2015 whereby Lessor leased to Lessee, and Lessee leased from Lessor that certain premises therein described that are (is) a portion of the Property located at 402B Pear Orchard Road, Elizabethtown, Kentucky 42701 for its 911 emergency service; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of an additional antenna, associated cabling and associated communication equipment; and

WHEREAS, Lessor and Lessee desire to increase the monthly rent in conjunction with the modifications to the Lease contained therein; and

WHEREAS, Lessor and Lessee, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, by and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, Lessor and Lessee agree as follows:

1. **Antenna and Equipment.** Lessor consents to the installation and operation of the existing and proposed antennas, associated cabling, and equipment as more completely described on the attached Exhibit “C-2”, BTM Engineering Job number 160017, Communications Tower Structural Analysis, dated February 9, 2016.
2. **Rent.** Commencing on the first day of the month following the date that Lessee commences construction of the modifications (Adding Equipment set forth in the Exhibit “C-2”, in this First Amendment, or April 1, 2016, whichever is earlier, monthly rent shall be increased by Four Hundred Fifty Dollars (\$450.00), subject to further adjustments as provided in the Lease, as amended. The month to month rent during any holdover period shall be the same amount as the rent paid in the last month of the next preceding expired terms including all adjustments to the rent as provided in the original Lease, as amended.
3. **Certification.** Upon completion of the installation of the Exhibit “C-1” equipment to the tower as depicted in the BTM Engineering Tower Structural Analysis Report dated February 9, 2016, Lessee will furnish Lessor a Post Installation Certification by a Registered Professional Structural Engineer licensed and bonded to practice in the State of Kentucky of the entire 911 Emergency Services’ antenna system including existing and proposed elements as called for in

the BTM Analysis. The modifications will not be deemed complete until the Post Installation Certification is accepted by Lessor.

4. **Permitted Use.** Lessor and Lessee hereby expressly agree that with the payment of additional rent as contemplated and agreed to in Paragraph 2 of this First Amendment, Lessee will be permitted to install and use the equipment listed on the attached Exhibit "C-2" or its equivalent, attached hereto and incorporated by reference; and all costs for studies, modifications, permits and any other expense required for the successful implementation of this First Amendment will be paid by the Lessee.

5. **No Exclusion.** Lessee acknowledges that the terms of the Tower Lease Agreement do not permit Lessee to exclude Lessor or any other Lessee from reasonable access to and use and enjoyment of the premises and tower.

6. **Other Terms and Conditions Remain.** All other terms and conditions of the original Lease that are not addressed in this First Amendment shall remain in effect. In the event of any inconsistencies between the original Lease and this First Amendment, the terms of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to be in reference to this First Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

8. **Notices.** All notices, requests, demands and communication hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received refused or returned undelivered. Notices will be address to the parties as follows:

If to Lessor:

Billy R. Evans, President
Hardin County Broadcasting Co., Inc.
233 West Dixie Avenue
Elizabethtown, KY 42701

If to Lessee:

Hardin County Fiscal Court
Hardin County Government Building
150N Provident Way Suite 314
Elizabethtown, KY 42701

Lessor:

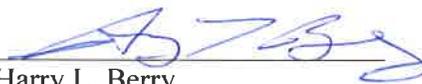
Hardin County Broadcasting Co., Inc.

Lessee:

Hardin County Fiscal Court

By: _____

Billy R. Evans
President

By:  _____

Harry L. Berry
Hardin County Judge/Executive

Date: _____

Date: April 12, 2016

Witness: _____

Witness:  _____

Print Name: _____

Print Name: Debbie Donnelly, County Clerk

LESSOR ACKNOWLEDGEMENT
STATE OF KENTUCKY
COUNTY OF HARDIN

On the ____ day of _____, 2016 before me personally appeared **Billy R. Evans**, and acknowledged under oath that he is the President of Hardin County Broadcasting Co., Inc., the Lessor and the company named in the attached instrument, and as such is authorized to execute this instrument on behalf of the company.

Notary Public: _____

My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT
STATE OF KENTUCKY
CONTY OF HARDIN

On this 12th day of April, 2016 before me personally appeared **Harry L. Berry** and acknowledged under oath that he is the County Judge/Executive of Hardin County Kentucky, the Lessee named in the attached instrument and as such is authorized to execute this instrument on behalf of the residents of Hardin County, Kentucky

Notary Public: Mary Dreggs

My Commission Expires: 12/14/18

Exhibit C-2
 Hardin County Fiscal Court
 911 Emergency Service
 Per
 BTM Engineering
 Job#160017
 Communications Tower
 Structural Analysis Report
 Feb 9th, 2016

Proposed additional appurtenances to be supplied and installed by HC911 are as follows:

(1) Proposed	220-4N Omni	Commander	175'	(1) 7/8" Coax
(1) Proposed	S-300 3' Standoff Brackett	CommScope	175'	N/A
(1) Existing	ASPA-685 Omni w/mt.	CommScope	230'	(1) 7/8" Coax
(1) Existing	HP3-11RR 3' MW Dish	Radio Waves	220'	(1) CNT-400
(1) Existing	PTP11-810 ODU	Cambium	220'	N/A
(1) Existing	HP3-11RR 3' MW Dish	Radio Waves	184'	(1) CNT-400
(1) Existing	PTP11-810 ODU	Cambium	184'	N/A
(1) Existing	ASPA-685 Omni w/mt.	CommScope	167'	(1) 7/8" Coax
(1) Existing	HP3-11RR 3' MW Dish	Radio Waves	130'	(1) CNT-400
(1) Existing	PTP11-810 ODU	Cambium	130'	N/A
(1) Existing	HP2-11RR 2.5' MW Dish	Radio Waves	120'	(1) CNT-400
(1) Existing	PTP11-810 ODU	Cambium	120'	N/A