

PUBLIC SAFETY COMMUNICATIONS SITE LEASE AGREEMENT

This Public Safety Communications Site Lease Agreement (this “Agreement”) is made and entered into this 15th day of February 2024 and is effective as of February 15, 2024 (the “Effective Date”) by and between Weber County (“Landlord”), and the Utah Communications Authority, an independent agency of the State of Utah (“Tenant”). Landlord and Tenant are sometimes referred to individually as a “Party” or collectively as the “Parties” herein.

RECITALS

A. WHEREAS, Landlord is the owner of a certain communication sites located in Weber County, State of Utah, commonly referred to as the Monte Cristo Site, which are more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference (the “Sites” or “Premises”).

B. WHEREAS, Tenant desires to lease space at the Site for the primary purpose of facilitating emergency communications as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the “Leased Premises” of the “Facilities”).

NOW, for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

AGREEMENT

1. Leased Premises and Access. Landlord hereby leases to Tenant the Leased Premises described in Exhibit B for the uses described therein. Landlord, during the Lease Term (as defined herein), hereby grants to Tenant reasonable access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, for the construction, installation, operation, maintenance, and repair of Tenant’s equipment therein. Landlord shall provide Tenant with the keys or code necessary to gain access to the Leased Premises. Upon Landlord’s written request, Tenant shall provide information to Landlord concerning Tenant’s employees, agents, contractors, representatives, and subtenants who will have access to the Leased Premises.

2. Use of the Leased Premises. Tenant may use the Leased Premises for constructing, installing, operating, maintaining and repairing Tenant equipment used for the transmission and reception of radio communication signals, as more specifically described on Exhibit C attached hereto and incorporated herein by this reference. Tenant shall comply with all laws, orders, and regulations of federal, state and local authorities with respect to the Leased Premises, including the rules and regulations of the Federal Communications Commission. Tenant shall obtain and maintain, at Tenant’s sole expense, all licenses and permits required under applicable federal, state, and local statutes, ordinances, rules, regulations, and other legal requirements imposed by applicable governmental and regulatory entities related to the Tenant’s equipment and/or the public safety services Tenant provides. Upon Tenant’s request, Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, to assist in obtaining governmental approvals. In the event Tenant is unable to obtain or maintain any license or permit to use the Facilities, Tenant may terminate this Agreement upon written notice to Landlord and any prepaid Rent shall be

refundable to Tenant. During the Lease Term, Tenant shall have the right to maintain, repair, replace or otherwise make minor alternations to Tenant equipment, including any like-for-like exchanges of equipment, and modify its utilities and the frequencies over which the equipment operates ("Minor Change"), without Landlord's prior approval. Other than a Minor Change, Tenant must provide Landlord a description of a proposed alternation to the Leased Premises and receive written approval from Landlord before Tenant makes any such alternation, such approval not to be unreasonably withheld, conditioned or delayed.

3. Lease Term. The initial term of this Agreement shall commence on the Effective Date and expire on June 30, 2029 (the "Initial Term"). This Agreement will automatically be renewed for three (3) additional terms of five (5) years (the "**Renewal Term**"), unless Tenant provides Landlord written notice of its intention not to renew, which notice shall not be sent less than one hundred eighty (180) days prior to the expiration of the Initial Term. The Initial Term and Renewal Terms shall be referred to as the "Lease Term" herein.

4. Rent.

a. Monthly Rent Obligations. Tenant shall pay to Landlord rent for each calendar month that this Agreement is in effect in the amount of Zero Dollars (\$0.00) ("Rent").

5. Interference.

a. Interference by Tenant. Tenant shall not use the Leased Premises in any way that interferes with the Landlord's use of the Leased Premises or the use of Landlord's other tenants.

b. Interference by Landlord. Landlord shall not use or permit any of Landlord's other tenants to use the Leased Premises or any other ground space on the Landlord's property that interferes with Tenant's use of the Site or Leased Premises, specifically radio or other telecommunications equipment and use, by Tenant.

c. Remedy. If either Tenant or Landlord determines that an interference precluded by this Section is occurring, the applicable Party shall give written notice to the other Party of the interference, which Party, upon receiving such notice, shall take all reasonable action, in a reasonable time period under the circumstances, to terminate such interference.

6. Assignment. Tenant may assign this Agreement without Landlord's prior written consent to any entity which: (i) is controlled by, or controlling, or under common control with the Tenant; (ii) shall merge or consolidate with or into Tenant; or (iii) shall succeed to all or substantially all the assets, property and business of the Tenant. All other assignments require the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. An assignment approved by Landlord shall not constitute a new lease agreement but shall be a continuation of the existing Agreement.

7. Default; Termination. This Agreement may be terminated, with cause by either Party, in advance of the specified expiration date, The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by Tenant, upon thirty (30) days written termination notice being given to the Landlord.

On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein prior to date of termination. In no event shall the Tenant be liable to the Landlord for compensation goods. In no event shall the Tenant's exercise of its right to terminate this Agreement for convenience relieve the Landlord of any liability to the Tenant for any damages or claims arising under this Agreement.

8. Tenant's Facilities upon Termination or Expiration. Upon the expiration or earlier termination of this Agreement, Tenant shall have ninety (90) days, weather permitting, to remove its equipment from the Leased Premises, repair any damages and return the Leased Premises to Landlord in good and usable condition, except for (i) damage due to causes beyond Tenant's control or not due to its fault or negligence; (ii) reasonable wear and tear. Landlord acknowledges and agrees that during the Lease Term, all of the equipment on the Leased Premises constitute personal property of the Tenant. In the event Tenant does not remove its equipment and other personal property within such ninety (90) day period following notice from the Landlord regarding the expiration or termination of this Agreement, then Tenant's equipment and any other personal property shall be considered abandoned, and Landlord may remove and dispose of any such property at Tenant's expense. If access to the Site is prohibited to four-wheel drive vehicles by weather and road conditions during said ninety (90) day period, Tenant may postpone removing its equipment until access to the Site is restored to four-wheel drive vehicles, at which time Tenant shall have an additional ninety (90) days to remove its equipment and restore the Leased Premises. Tenant agrees to reimburse Landlord for any cost to repair damage to the Leased Premises or Site caused during installation or removal of Tenant's equipment with thirty (30) days of Landlord's notice of damage and invoice therefore. Notwithstanding, Tenant shall not be required to make any repairs or maintenance to the Site or Leased Premises unless such repairs shall be necessitated by the fault or negligence of Tenant, in which case if Tenant does not make any necessary repair or maintenance within a reasonable period of time after being requested to do so by Landlord, not to exceed one hundred eighty (180) days, then Landlord may make such necessary repairs or maintenance and bill Tenant, and Tenant shall reimburse Landlord, for the reasonable and actual costs of such repairs or maintenance.

9. Maintenance and Repairs. During the Lease Term, Landlord shall keep the Site and Leased Premises in good condition and repair. Landlord must maintain a safe working environment, including structural analysis must be maintained with proof of passing status. A structural analysis must be conducted whenever equipment is added to the tower located on the leased premises. Specific maintenance responsibilities for both Tenant and Landlord are assigned as specified Exhibit C.

10. Nonappropriation of Funds, Reduction of Funds, or Changes in Law. Upon thirty (30) days written notice delivered to the Landlord, this Agreement may be terminated in whole or in part at the sole discretion of the Tenant, for any reason, including but not limited to if the Tenant reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under this Agreement. This includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or Governor. If a written notice is delivered under this section, Tenant will pay Landlord the Rent called for through the thirty (30) day period. Tenant will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

11. Rights and Remedies. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

12. Limitation of Liability. Neither Party shall be liable to the other Party for any incidental, punitive, indirect, special, or consequential damages relating to or in connection with any claim or dispute arising under this Agreement.

13. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

14. Survival. All clauses of this Agreement which require performance beyond the termination or expiration date shall survive the termination or expiration date of this Agreement. Damage to or Destruction of Leased Premises. If at any time during the Lease Term of this Agreement, some or all of the Leased Premises are damaged by fire or other casualty, either Party shall have the right to, and may give notice of, its election to terminate this Agreement. In the event of damage to or destruction of the Leased Premises and if neither Party elects to terminate this Agreement, this Agreement shall continue in full force and effect and the Landlord shall restore the Leased Premises to substantially the same condition as immediately prior to the damages within a reasonable time, not to exceed one hundred eighty (180) days and during the restoration period, Tenant's Rent obligation shall be abated in proportion and duration, equal to the partial area of the Leased Premises that the Tenant does not have the ability to lease.

15. Security Incident Notification. Landlord shall immediately inform the Tenant of any "Security Incident", defined as the potentially unauthorized access by non-authorized persons to the property of Tenant. Landlord may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law, or contained in this Agreement. Discussing Security Incidents with the Tenant should be handled on an urgent, as-needed basis as part of Landlord's communication and mitigation processes, defined by law or contained in this Agreement.

16. Notices. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight delivery service, addressed to the Landlord and Tenant at the following addresses, or to such other addresses as either Party may designate to the other in writing delivered in accordance with the provisions of this Section:

If to Landlord: Weber County
Attn: Lieutenant Mark Horton
1400 S Depot Drive
Ogden, Utah 84404

If to Tenant: Utah Communications Authority
c/o Executive Director
5215 Wiley Post Way, Suite 550
Salt Lake City, UT 84116

All notices shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received or rejected, if notice is given by personal delivery or by overnight delivery service, or on the third day after mailing if notice is sent through the United States mail.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Leased Premises that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it brings onto the Leased Premises. Landlord agrees to be responsible for all losses or damages caused by any Hazardous Substances it brings (or has brought) on to the Leased Premises and will indemnify Tenant for all such losses or damages, including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Leased Premises.

18. Force Majeure. The Tenant's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Tenant's control and without the fault or negligence of the Tenant, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

19. Public Information. Landlord agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Landlord gives the Tenant express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. The Tenant is not obligated to inform Landlord of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

20. Laws and Regulations. At all times during this Agreement, Landlord will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

21. Records Administration. Landlord shall maintain or supervise the maintenance of all records necessary to properly account for its performance and the payments made by Tenant to Landlord under this Contract. These records shall be retained by Landlord for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Landlord agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interview of any employees or others who might reasonably have information related to such records. Further, Landlord agrees to include a similar right of the Tenant to audit records and interview staff in any subcontract related to performance of this Agreement.

22. Permits. If necessary, Landlord shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Agreement.

23. Work on Leased Premises. Landlord shall ensure that personnel working at the Leased Premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. Tenant may request that any individual violating these provisions hereunder be prohibited from entering the Leased Premises and Landlord agrees to enforce this.

24. Conflict of Interest. Landlord represents that none of its officers or employees are officers or employees of the Tenant or the State of Utah, unless the adequate disclosures have been made.

25. Indemnity. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

26. Employment Practices. Landlord agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Landlord's employees.

27. Waiver. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

28. Dispute Resolution. Prior to either party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The Tenant, after consultation with Landlord, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Tenant appoints such an expert or panel, the Parties agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

29. Attorneys' Fees. In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

30. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by either Party hereto, or to any employee, officer, or agent of any Party hereto, which is not contained herein, shall be binding or valid. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing and executed by the Parties hereto.

31. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall prove to be invalid, unenforceable, void, or illegal, the

remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

32. Governing Law and Venue. The terms, conditions, covenants, and agreements contained herein shall be governed, construed, and controlled according to the laws of the state of Utah, without reference to conflict of law principals. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be Salt Lake City, in the Third Judicial District Court for Salt Lake County.

33. Authorization; Counterparts. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement.

34. Amendments. This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.

35. Errors and Omissions. Landlord shall not take advantage of any errors and/or omissions in this Agreement. The Landlord must promptly notify the Tenant of any errors and/or omissions that are discovered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth in the first paragraph.

Landlord:

WEBER COUNTY

By: _____

Tenant:

UTAH COMMUNICATIONS AUTHORITY
An Independent Entity of the State of Utah

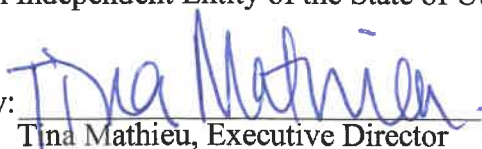
By: 
Tina Mathieu, Executive Director

EXHIBIT A

Description of Site

A portion of the Norther tip of parcel 230460036 Section 16 of Twp 8N R 4E in Weber County Utah, located at 41°25'22" N 111°30'40" W.

This permit covers .25 acres, and/or 0.1 miles and is described as: as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: Construction operation and maintenance of a single-user public service communication site. Located in the SE ¼, SE ¼, Section 17, T. 8 N., R. 4E. Facilities include a single 40' tower with cement foundation, one 12'x20' concrete aggregate equipment building. Use of the existing road #20066 with installation of a gate. A security fence. A propane tank for backup power.

EXHIBIT B

DESCRIPTION LEASED PREMISES

(1) 800 MHz conventional LMR antenna

(1) 3ft 2.4 GHz Microwave Dish at 20 ft.

(½) 19 in. rack

EXHIBIT C

Generator/ATS System - Ownership/Repair/Replacement	Tenant
Generator Maintenance Oil/Filters	Tenant
Propane Fueling (5 Day Reserve)	Landlord
Propane Tank - Ownership/Repair/Replacement	Landlord