RESOLUTION APPROVING TOWER LEASE WITH SINCLAIR TELEVISION OF OMAHA, LLC (KPTM)

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has been leasing space on the tower presently owned by Sinclair Television of Omaha, LLC ("KPTM") since approximately June 1995; and,

WHEREAS, a lease agreement has been proposed to continue the provisions of space on KPTM’s tower for placement and operation of County E911 equipment, a copy of which is attached hereto; and,

WHEREAS, entering into this lease agreement with KPTM is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the lease agreement with Sinclair Television of Omaha, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Sinclair Television of Omaha, LLC, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of February, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: KPTM Tower Lease

Since 1995 the County has leased space on the KPTM tower for 911 equipment. The previous lease was approved in September 2015 (Resolution 2015-364). The 911 equipment upgrade includes new equipment to be placed on this tower. Therefore, a new lease was requested. The new lease is under the same terms and conditions as the previous lease, but extends the lease until June 30, 2032. The annual rent will be $30,759.72 with 3% annual increases.

Please contact me with any questions at bgarber@sarpy.com.

February 13, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Stu DeLaCastro
February 9, 2018

VIA OVERNIGHT MAIL, UPS

Beth Garber
Purchasing/Contract Administrator
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

RE: Tower Lease Agreement between Sinclair Television of Omaha, LLC dba KPTM-TV ("Station") and County of Sarpy (Tenant") for the Premises located at 19801 Pflug Road, Gretna, Nebraska 68028

Dear Ms. Garber:

Enclosed is the above agreement, signed by Station. Please have the appropriate party for Tenant sign the document where indicated, and return one (1) copy to my attention for our files.

Thank you for your cooperation, and feel free to contact me should you need anything further.

Sincerely,

[Signature]
Jennifer Amato
Real Estate Paralegal
SINCLAIR TELEVISION GROUP, INC.
Tower Lease Agreement

Station/Market (referred to as “Station”): KPTM-TV – Omaha, NE

Legal Entity: Sinclair Television of Omaha, LLC

Contracting Party (referred to as “Tenant”): County of Sarpy

Site Address: 19801 Pflug Road, Gretna, Nebraska 68028

Current Effective Date: July 1, 2017

Current Term Expiration Date: June 30, 2032

By signing below, Station and Tenant agree that pursuant to the Terms and Conditions and Exhibits A through E attached hereto and incorporated herein (all of which constitute, and shall be referred to herein, as the “Agreement” or “Lease”): (i) Station shall lease certain tower and building space (as applicable) to Tenant; (ii) Station and Tenant shall comply with all of the terms of the Agreement; and (iii) the attached Terms and Conditions and Exhibits A through E form the entire agreement between the parties to which each party agrees to be bound.

STATION
Sinclair Television of Omaha, LLC

[Signature]
David R. Bochenek
Authorized Signatory
Date: 12/5/17

TENANT
County of Sarpy

[Signature]
Don Kelly
Name:
Its: Chairman
Date: 12/7/17

Approved as to form:

[Signature]
Deputy Sarpy County Attorney

KPTM – Sarpy County 2017 New Tower Lease 12/5/17
1. **Lease Commencement.** The term of the Lease shall commence on the date specified in Exhibit A ("Commencement Date") and shall continue for the term also specified in Exhibit A.

2. **Leased Premises.** Station hereby leases to Tenant, and Tenant leases from Station, with a reasonable right of access thereto: (i) space on Station’s Tower exclusively for Tenant’s equipment, all as described in Exhibit C and diagramed on Exhibit D; and (ii) storage/housing space in the Building exclusively for the purposes of operation and maintenance of Tenant’s equipment, all as described in Exhibit C and diagramed on Exhibit E. Tenant's space in the Building shall be constructed and maintained and any necessary tenant improvements shall be performed at Tenant's sole expense, and all plans and specifications related to Tenant's Building space are subject to Station's prior written approval. Exhibits C through E contain a detailed description and drawing of the space on Station’s Tower and Building (if applicable), all of which shall be defined as the "Leased Premises". Except as otherwise provided for herein below as "Tenant's Property", all tenant improvements, including all fixtures and trade fixtures shall become the property of the Station, and shall remain with the "Leased Premises", as defined below, after the Tenant vacates same.

2.1. Tenant's antenna, transmission line, and other equipment shall be and remains Tenant's Property, and are hereinafter referred to as "Tenant's Property". Tenant will be solely responsible for the installation of Tenant's Property, including all expenses associated with such installation.

2.02 Tenant shall have, upon prior written request to Station, a reasonable right of access to the Leased Premises at all times in emergency situations and whenever reasonably necessary for equipment maintenance and repair, provided such access is consistent with the needs of Station and other tenants of Station.

3. **Term.**

3.1. **Term.** The term of the Lease shall be as specified in Exhibit A.

3.2. **Extension Terms.** See Exhibit A.

4. **Rent.**

4.1. **Rental.** The monthly or annual rent, as applicable, is specified in Exhibit A. A security deposit is required at the amount stated in Exhibit A. Said security deposit is to be paid, along with the first month's rent.
Providing that the Leased Premises is left in good condition and repair, reasonable wear and tear excepted, and no other obligations are owed by the Tenant to the Station, said security deposit shall be returned to the Tenant within thirty (30) days after the expiration of the tenancy; otherwise, said security deposit shall be applied against any unpaid obligations of the Tenant to Station or any repairs to said Leased Premises necessitated by Tenant's failure to surrender the Leased Premises in good condition and repair as provided for herein. Any application of the security deposit or any portion thereof by Station shall not be considered liquidated damages, nor shall it in any way relieve Tenant from the responsibility to pay any additional sums to Station for any other obligations owed or for the repair of the Leased Premises occasioned by the failure to surrender the Leased Premises in good condition and repair.

Tenant shall pay rent as stated in Exhibit A, payable in equal successive monthly installments as stated in Exhibit A, beginning with the Commencement Date and continuing thereafter on the first day of each month during the term of this Lease, such rental payments to be made without any setoff or deduction whatsoever. This rent does not include any utilities consumed by the Tenant's equipment unless otherwise noted in Exhibit A.

The rent stated herein shall be increased beginning with the second (2nd) year of the Lease term and each and every year thereafter as further specified in Exhibit A.

4.2. Payment of Rentals. Unless otherwise specified herein, monetary rentals to be paid hereunder shall be paid monthly in lawful money of the United States of America and shall be paid in advance of the first day of each month during the term of this Lease by Tenant by mailing payment to Station at address specified in Exhibit A, or to such other person or address as Station may in writing direct.

4.3. Electricity and Other Utilities. In addition to the payments prescribed under Section 4.01 of this Lease, Tenant shall pay for its own utilities, including electricity (unless otherwise noted in Exhibit A) and telephone service.

5. Permitted Uses.

5.1. By Tenant.

(a) Subject to Station's prior written approval and to all appropriate government approvals, including the Federal Communications Commission ("FCC"), the Leased Premises may be used only for television and/or radio transmitting and/or general single, or two-way types of communication equipment as specifically disclosed and requested in writing by Tenant prior to the signing hereof and for no other operations. Such operations, as have been approved by Station in writing, shall be conducted in accordance with the standards imposed by the Station, the FCC, and any other governmental body with authority over such transmission and operations.

(b) Except as expressly permitted by this Lease and unless prior written approval of Station has been given, Tenant shall not construct or make any improvements or install any equipment on the Leased Premises. Station's Tower and Building space, interior and exterior equipment, and all other improvements shall be maintained in an orderly and professional manner.

5.2. By Station.

(a) Subject to the rights elsewhere granted to Tenant in this Lease, Station reserves the right to use the Tower, at its own expense, as it sees fit; to, among other things, with thirty (30) days written notice to Tenant and Tenant approval, change the wiring and location of any of
Tenant's equipment (including any transmission wires) pertaining thereto; and to fasten additional equipment thereto for any purpose, including the right to install transmitting and/or receiving antennas of others.

(b) Subject to the rights elsewhere granted to Tenant in this Lease, Station shall have the right to use for itself or lease to others the remainder of the Antenna Site, space on the Tower or in the Building constructed by Station for any purpose, including, but not limited to; any kind of broadcasting or communication using XM transmissions.

(c) Station shall have no liability for any action or omission taken upon reasonable reliance on recommendation of its engineering personnel.

(d) Station also reserves the right to erect one (1) or more towers on the Tower Site. If another tower is erected, Station may require, at Tenant’s expense, relocation of its antenna and transmission line to the new tower.

6. Authority.

6.1. Quiet Enjoyment. Station represents and warrants that it has the authority to enter into this Lease, and covenants and agrees that Tenant, upon paying the rents described herein and observing and keeping the covenants, agreements, and stipulations of this Lease on Tenant's part to be observed and kept, shall lawfully, peaceably, and quietly hold, occupy, and enjoy the Leased Premises, and all other rights and privileges granted herein, without hindrance, eviction, or molestation by Station.

6.2. Tenant’s Approval. If Tenant is a corporation, Tenant represents and warrants that it has the full corporate power and authority to enter into and perform this Lease. If Tenant is a Partnership, it shall supply the Station with all appropriate verification of its authority to enter into this Lease. In any event, any and all corporate or partnership resolutions, encumbrance certificates, etc., shall be supplied by Tenant upon the request of Station.

7. Permits.

7.1. Permits. Tenant shall obtain, at its own expense, any and all necessary licenses or permits (including building permits, if necessary) from such governmental authorities as shall have jurisdiction in connection with the (a) leasehold improvements; (b) the operations, installation, repair, alteration, or replacement of Tenant's equipment (including, without limitation, Tenant's antenna and transmission and/or receiving equipment); or (c) with any of Tenant's activities thereon or contemplated by this Lease. Tenant shall furnish Station with copies of same, and shall abide by the terms and provisions of such licenses and permits. If, for any reason, any governmental authority should fail to issue, extend, or renew a license or permit to Tenant to begin or continue use of the Tower for television and/or radio broadcast and/or receiving purposes, or should prohibit the use of the Tower for such purposes so that the purpose of this Lease is substantially frustrated, then, and in that event, this Lease shall terminate. This Lease shall terminate in its entirety if Tenant is unable to use the Tower due to failure to acquire, or loss of, such license or permit. In the event of termination of this Lease in its entirety due to such failure to acquire, or loss of, such license or permit, if such failure or loss has occurred through no fault or act (or failure to act) on the part of Tenant, then Tenant shall be relieved of any further obligations to make rental payments for any period after the date of termination of this Lease, and (subject to offset or withholding by Station to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination) Tenant shall be entitled to a refund of any advance rentals which it has paid out in proportion to the period of the Lease through such date of termination. In the event that Tenant's failure to acquire, or loss of, its license or permit is due to any fault or act (or failure to act) on the part of Tenant, then Tenant shall not be entitled to any refund of rental payments previously made, and Tenant shall continue with all
8. **Maintenance of Leased Premises and Tenant's Property.**

8.1. **During Term of Lease.**

(a) Tenant, at its own cost and expense, shall maintain and repair its antenna, related equipment, transmission lines, transmitters, and other equipment. All such maintenance shall be conducted by Tenant in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over the Tenant and its property, including, without limitation, any rules, regulations, or guidelines of the FCC implementing the National Environmental Policy Act of 1969 pertaining to electromagnetic or radiofrequency radiation ("RF Emissions"). This Lease shall terminate in its entirety if Tenant's equipment is determined to be source of RF Emissions and Tenant fails to minimize such RF Emissions to an acceptable degree within the earlier of the time established by (i) the FCC and (ii) Station. Tenant shall take all reasonable precautions to avoid interference or hindrance to and with the operations of Station or any other tenant or user of the Tower and Antenna Site or any other broadcaster. In this regard, Tenant agrees to eliminate, without cost to Station, any interference or hindrance to Station's operation, the operation of other tenants, and the operation of any other broadcast facility. Maintenance and repair of Tenant's Property shall be performed only by a reputable contractor and in accordance with the provisions of subsections (d), (e), and (f) hereof.

(b) Station retains the right to inspect the property and equipment of Tenant at any time during the term of this Lease. In the event that Station, in its sole discretion, determines in good faith that Tenant has not maintained Tenant's Property and equipment in good order and repair according to industry standards, and that such repairs are necessary for the safety of the Tower, the Building, or the prevention of interference with Station or any other user of the Tower or any other broadcaster, Station may, at its option, make such emergency repairs as it deems reasonably necessary, and any amount expended by Station therefor shall be reimbursed to it by Tenant immediately upon presentation of a statement and shall be deemed additional rent. Station shall not be liable for inconvenience, disturbance, loss of business, or other damage to Tenant by reason of repairing the property and equipment of Tenant which Tenant has failed to properly maintain.

With respect to the non-emergency repairs which Station, in its discretion, determines that Tenant should make to maintain Tenant's Property and equipment in good order, Station shall so notify Tenant in writing, specifying the maintenance and repairs required to be performed by Tenant. In the event that, within thirty (30) days following such written notice, Tenant shall not have performed such maintenance and repairs, Station may, at its sole option, make such repairs as it deems reasonably necessary, and any amount expended by Station therefor shall be deemed additional rent. Station shall not be liable for inconvenience, disturbance, loss of business, or other damage to Tenant by reason of repairing the property and equipment of Tenant which Tenant has failed to properly maintain.

(c) No work (including electrical work) will be performed by Tenant in connection with the installation, alteration, maintenance, repair, or removal of any of Tenant's equipment and the transmission lines on the Tower or in Leased Premises unless Tenant submits to Station a copy of the proposed contract and also detailed plans and specifications of the work to be done, and both the contract and the plans and specifications have been approved in writing by Station. Tenant, upon demand therefor by Station, agrees to pay Station as additional rent all amounts reasonably expended by Station in connection with review of any such contract, plans, and specifications.
(d) For any work to be performed by or on behalf of Tenant in connection with the installation, alteration, maintenance, repair, or removal of any equipment on the Tower (including any ascension of the Tower), the Leased Premises, or in or about the Antenna Site, Tenant may only employ a contractor who has been approved in writing and in advance by Station. Station agrees that it will not unreasonably withhold its approval of any contractor who has the requisite experience and financial qualifications and who will, at the sole option of Station, provide a bond to cover any work which it has been retained to perform. Station agrees to consult on call in any emergency situation and immediately give its approval or disapproval.

(e) All work by or on behalf of Tenant shall be carried out (i) in a good and workmanlike manner; (ii) in accordance with established engineering standards and public ordinances, rules, and regulations applicable to such work, including, without limitation, any rules, regulations, or guidelines of the FCC implementing the National Environmental Policy Act of 1969, pertaining to electromagnetic or radiofrequency radiation; (iii) in accordance with plans and specifications, including mechanical and electrical drawings, which have been submitted to and approved in writing and in advance by Station; and (iv) in accordance with Station's security procedures with respect to protection of the Antenna Site.

(f) Notwithstanding the receipt of the approvals by Station as required in this paragraph, Tenant shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Station under this Lease.

(g) In the event that any notice of lien or lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Tenant, the same shall be dismissed, withdrawn, or discharged by Tenant within thirty (30) days thereafter at Tenant's expense; and if Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days, Station may, at its option, discharge the same by deposit or by bonding proceedings. Station may require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Station shall give immediate notice to Tenant of such pending action or proceeding so that Tenant may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Tenant, a judgment is recovered on the claim, Station, at its sole option, may pay the judgment. Any amount paid or expense incurred or sum of money paid by Station (including attorney's fees) by reason of the failure of Tenant to comply with the foregoing provisions of this paragraph, or in defending any such action, shall be paid to Station by Tenant, and shall be treated as additional rent hereunder.

8.2. **At Expiration or Termination.** At the expiration or termination of this Lease, Tenant shall promptly surrender possession of the Leased Premises to Station in as good a condition as the same were received at the commencement of the term, reasonable wear and tear excepted.

9. **Use and Maintenance of Common Premises.**

9.1. **Use of Common Premises.** Tenant, at its own risk and without any liability on the part of Station for the maintenance thereof, shall have the right to use in common with Station and its licensees, invitees, and other tenants, and in connection with Tenant's permissible activities and operations (a) the primary access road on the Antenna Site from the public highway to the Tower and Building; (b) any parking lot constructed by Station on the Antenna Site; and (c) all common areas in the Building housing the Tenant's Space (as shown on Exhibit "E").

9.2. **Maintenance of Common Premises.** Station shall maintain the exterior of the Building and the fence around the Tower and Building in good repair, including shared equipment not limited to the generator, elevator, and cooling systems. Tenant shall comply with any security policies established from time to time by Station.
Station assumes the obligation and responsibility for complying with the requirements of the FCC regarding obstruction, marking and lighting of the Tower.

Station shall maintain the Tower and support systems in good repair and in good operating condition in accordance with the requirements of governmental authorities.

In the event that Station determines that repairs, alterations, or improvements are necessary or desirable to the Tower or the Building constructed by Station on the Antenna Site, any common areas, or the leased spaces of other tenants, Station may, upon reasonable written notice (except for emergency situations), close entrance doors, common areas, drive-ways, rights-of-way, service areas, parking areas, or any other facilities at its discretion without being liable to Tenant. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations, or improvements described herein shall, under no circumstances, constitute an eviction of Tenant or be grounds for termination of this Lease or the withholding of any rental payments or other payments or performances required to be paid or made by Tenant under the terms hereof. Under no such circumstances shall Tenant be entitled to terminate this Lease nor shall it be entitled to compensation for any loss or damage it may sustain (including loss of use, loss of advertising/sponsorship revenues, and consequential damages) by reason of such changes or alterations. Tenant reserves the right to have emergency access to any of Tenant’s equipment during Station’s repairs, alterations, or improvements, so long as such access does not impede or interfere with Station’s repairs, alterations or improvements.

9.3. Maintenance Standards. At all times during the term of this Lease, Tenant shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of the Federal Communications Commission (“FCC”) and the standards of manufacturers of the equipment including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (b) maintain and operate its equipment in accordance with good engineering practice; and (c) employ “state of the art” equipment (although “state of the art” equipment shall not be construed necessarily to require the use of the most recent technical innovations).

10. Alterations by Tenant.

10.1. Alterations. Tenant may have the right, at its own expense, to make such changes and alterations in the Tenant's Property situated on the Tower, subject to Paragraph 8.01 and Paragraph 11 hereof, as its operations may require, including the renovation, replacement, or removal of its antenna; provided, however, that such changes or alterations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over Tenant; and provided further, that plans and specifications are first submitted to and approved in writing by Station. Tenant shall make no changes in the equipment or equipment position without such approval, and Station shall not unreasonably fail to give such approval.

This Lease is based upon carefully computed tower loading capacity. If any change proposed by Tenant in the type, location, or positioning of Tenant's Property should, in Station's judgment, require a computer or other type of feasibility study to determine Tower loading capacity, such study shall be performed by an engineer chosen by Station, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Station in determining the feasibility of any proposed change or alteration in the type, location, or positioning of Tenant's Property shall be borne entirely by Tenant.

11. Interference.
11.1. **Preliminary Steps to Avoid Interference.** Before Tenant shall make any installation on the Leased Premises or on the Tower, notification of the particulars of such proposed installation shall be submitted.
to Station and any other tenants or users of Tower space whose names and addresses are supplied to Tenant by Station, and Station and such other users will be requested to advise, in writing, Tenant and Station, as applicable, within fifteen (15) days after receipt of such notification, whether they have any objections thereto on the grounds that objectionable interference may result. If Station or any other user shall object within this period to such plans and Tenant is unwilling to alter its plans to meet the objections, the dispute shall be submitted to an independent professional engineer chosen by Station, and such engineer's decision shall be final and binding upon all parties. Tenant shall pay reasonable cost associated with any such study.

11.2. **Interference with Station, Tenant, or Others.** Notwithstanding the provisions of Paragraph 11.01, should any change in the facilities or mode of operation of Tenant or Tenant's failure to comply with the Maintenance Standards, as defined in Paragraph 11.05, cause any objectionable electrical or physical interference (including interference from any other structure erected on the Antenna Site) to the television and/or radio broadcasting and/or receiving operations of any other tenant, then, immediately upon notification of such interference, Tenant, at its sole expense, will take such steps as may be reasonably required to correct such interference, including, but not limited to, changing frequency, ceasing transmission, reducing power, and/or the installation of any filters or other equipment, provided that, if such interference is caused by the failure of any other Tenant suffering the interference to comply with the Maintenance Standards, as defined in Paragraph 11.05, then the other tenant suffering the interference will, at its sole expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Paragraph 11.02, shall be submitted to an independent professional engineer chosen by Station, and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or operations, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Station shall use its reasonable efforts to insert such language in all subsequent leases and/or agreements to lease space at the Antenna Site.

11.3. **Interference by Other User.** Any subsequent agreement under which Station allows any other person to occupy any portion of the Tower, Building, or Antenna Site shall provide that, should the installation, operation, or maintenance of the equipment or the activities of such other person cause any objectionable interference with the operations of Station or Tenant, then, immediately upon notification of such interference, such other tenant or user, at its sole expense, will take such steps as may be reasonably necessary to correct such interference, including, but not limited to, changing frequency, ceasing transmission, reducing power, and/or the installation of any filter or other equipment, provided that if such interference is caused by the failure of any other tenant to comply with the Maintenance Standards, as defined in Paragraph 11.05, such other tenant will, at its sole expense, comply with such Maintenance Standards. To the best of its ability, Station shall not permit any operations by other tenants, the effect of which would be to prohibit Tenant from operating in the manner contemplated herein, without the prior written consent of Tenant. Station shall have no liability for any action or omission taken upon reasonable reliance on the recommendation of qualified engineering personnel. Station shall use its reasonable efforts to insert such language in all subsequent leases and/or agreements to lease space at the Antenna Site.

11.4. **Interference with Subsequent Users.** Should the equipment of Tenant or its operations cause any objectionable interference with the broadcasting operations of a subsequent tenant or user of the Antenna Site or Building (i.e., any person who commences broadcasting or other operations from the Antenna Site after the Tenant begins its broadcasting operations from the Antenna Site), then, upon notification of such interference, Tenant will take such steps as may be reasonably required to correct such interference, provided that the same shall be at the sole cost and expense of the subsequent user; provided that, if Tenant is not in compliance with
Maintenance Standards, as defined in Paragraph 11.05, Tenant will take such steps as may be necessary, at its own cost and expense, to comply with such Maintenance Standards.

11.5. **Definition of "Maintenance Standards".** For the purposes of this Lease, compliance with "Maintenance Standards" shall mean that Tenant and any other tenant shall (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, and guidelines of the FCC, and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with good engineering practice; and (c) employ "state of the art" equipment (although "state of the art" equipment shall not be construed necessarily to require the use of the most recent technical innovations).

12. **Utilities.**

12.1. **Utilities.** Subject to the required approvals and cooperation of any governmental authority or public utilities, Tenant shall arrange and be responsible for the installation and provision of electrical and telephone lines serving Tenant's Property and Tenant's use of the Building. Tenant shall be responsible for procurement of and payment for all telephone services as described in Paragraph 4.03. Tenant understands that it may be sharing space in the Building with other tenants of Station. Station shall only be responsible to bring electricity to a meter panel at the Building. Tenant shall incur the cost and expense to bring the electricity from said common meter panel to its space in the Building. Any electrical work to be done by Tenant must first be approved in writing by Station.

13. **Taxes.**

13.1. **Payment of Taxes.** Station shall pay all real estate taxes, assessments, or levies assessed or imposed against the Antenna Site (including the Leased Premises), and all taxes which may be assessed against the Tower and any buildings thereon. Tenant shall pay all personal property or other taxes assessed or imposed on Tenant's Property, and shall cooperate with Station to ensure that such property is properly separated from that of Station or other tenants for assessment purposes.

14. **Insurance.**

14.1. **Public Liability.** Tenant shall procure and maintain comprehensive public liability insurance, naming Station as an additional insured as its interests shall appear, covering all of Tenant's operations and activities on the Leased Premises, including but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment (including the Tower elevator), with limits of liability for the term of this Lease of not less than Five Million Dollars ($5,000,000.00) in the aggregate for personal injury or death in any occurrence and not less than Five Million Dollars ($5,000,000.00) to cover property damage, with a liability umbrella of not less than One Million Dollars ($1,000,000.00). Such coverage is primary and non-contributory and shall provide a Waiver of Subrogation is provided in favor of the Station. Certificates evidencing such insurance shall be furnished to Station upon its request. The amounts specified hereunder shall be revised every five (5) years to such years to such amounts as Station may reasonably require upon the advice of its insurance consultants.

14.2. **Workers Compensation.** Tenant shall procure statutory workers' compensation insurance and employers liability insurance with limits of liability for the term of this Lease of not less than One Million Dollars ($1,000,000) for bodily injury and One Million Dollars ($1,000,000) for disease, including subcontractors and/or independent contractors. A waiver of subrogation shall be provided in favor of the Station.
14.3. **Contractor Liability.** Tenant shall also cause the contractors erecting, installing, or maintaining Tenant's Property or performing any other work for Tenant on the Antenna Site to procure reasonable public liability insurance acceptable to Station and naming the Tenant and Station as named insureds, using endorsement Form CG2037 or its equivalent providing Completed Operations coverage. Certificates evidencing such insurance shall be furnished to Station in advance of any work being performed.

14.3. **Tower and Building Insurance.** Station shall procure and maintain physical damage insurance on the Tower and Building in an amount sufficient to repair or replace the Tower and Building, with such coverage to be on an "All Risks" basis, generally, as deemed reasonable by Station, in its sole discretion. Station's coverage shall not extend to any of Tenant's Property, and Tenant shall be solely responsible for its insurance on such equipment and personal property, together with business interruption insurance.

14.4. **Tower and/or Building Damage.** In the event that the Tower and/or Building is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft, or other vehicle damage or other casualty covered by insurance, Station shall promptly reconstruct or repair the Tower and/or Building to such good condition as existed before the destruction or damage, and give possession to Tenant of substantially the same space leased hereunder. If the Tower and/or Building is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse, or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Tenant's antenna, then Station may remove any such antenna and interrupt the signal activity of Tenant, but will use its reasonable efforts to have the antenna replaced as soon as reasonably possible. Station agrees to provide Tenant alternative space, if available, on the Tower and/or in the Building during such reconstruction/repair period. If such space is not available, then Tenant shall be responsible for procuring its own alternative space and Tenant, upon thirty (30) days’ written notice to Station, may terminate this Lease. No monetary or other rental shall be due pursuant to the terms of this Lease for such time as Tenant is unable to conduct its broadcasting activities on the Tower without significant diminution of signal quality as a result of such total or partial destruction or damage or need of repair, and Station shall refund to Tenant any rent paid in advance for such time. Tenant agrees that it shall maintain adequate business interruption insurance at all times during the term of this Lease to adequately protect it from any interruption of signal activities due to Tower and/or Building damage (including costs of reinstallation of its equipment and lines), and Station shall have no liability on account of such business interruption or reinstallation costs due to damage or destruction under this paragraph.

15. **Eminent Domain.** In the event that all of the Antenna Site (or any portion of the Antenna Site necessary for the Tower, guy wires, or other appurtenances necessary to Tenant's broadcasting operations) is acquired or transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligation of the parties under this Lease shall be terminated as of the date of acquisition or transfer. Station shall be entitled to the entire condemnation award. If Station determines to build a new tower as a replacement for the Tower on the condemned property, Station agrees to provide space on the new tower reasonably comparable to the space leased to Tenant pursuant to this Lease on terms reasonably equivalent to the terms of this Lease.

In the event that this Lease is terminated due to eminent domain proceedings, then Tenant shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this Lease; and subject to offset or withholding by Station to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Tenant shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the Lease through such date of termination.
16. **Successors and Assignment.**

16.1. **Successors.** All rights and liabilities herein given to or imposed upon the respective parties shall, to the extent that such are assignable, extend to and bind the several and respective successors and assigns of the parties.

16.2. **Assignment.** Tenant shall not assign, sublet, or transfer this Lease or any interest herein, or permit or allow through any act or default of itself, or of any other person, any transfer hereof by operation of law or otherwise without the prior written consent of Station except:

(a) Tenant may assign this Lease to any bona fide third party purchaser of substantially all the assets of Tenant, who shall execute an assumption agreement in form acceptable to Station; and

(b) Tenant may assign or transfer all or a portion of the assets of Tenant, including this Lease, to any subsidiary corporation owned or controlled by Tenant.

Any assignment or subletting by Tenant except as permitted herein shall be void and of no effect.

Station may assign or transfer this Lease without the consent of Tenant, but shall promptly notify Tenant following any transfer or assignment.

17. **Right to Remove Tenant's Property in Event of Termination.** In the event either party elects to terminate this Lease in accordance with the provisions herein or at the expiration of the term hereof, Tenant shall have the right to remove Tenant's Property, except any fixtures (it being specifically understood and agreed that Tenant's antenna, transmitters, transmission line, and similar broadcasting equipment shall not be deemed fixtures) on the Leased Premises within thirty (30) days of such termination. Such removal shall be conducted in accordance with Paragraph 8.01 hereof. Tenant shall promptly repair any and all damage caused by such removal. Any of Tenant's Property remaining on the Leased Premises after the expiration of the thirty (30) day period shall be deemed to be the property of Station, which Station may have removed at Tenant's expense.

18. **Station's Protection.**

18.1. **Default by Tenant.** If Tenant shall default in making any payment herein provided for and any such default shall continue for a period of five (5) days, or if Tenant shall default in the performance of any obligation of Tenant herein (other than as to payment of money) and any such default shall continue for a period of fifteen (15) days after written notice to Tenant, or if the Leased Premises or any part thereof shall be abandoned, or if Tenant shall file a voluntary petition in bankruptcy, or if Tenant shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any Amendment thereto hereafter made, seeking to effect its reorganization or a composition or arrangement with its creditors, or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the Leased Premises, or if any proceedings shall be commenced for the reorganization of Tenant, or if the leasehold estate created hereby shall be taken on execution or by any process of law, or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Station may, at its option, terminate this Lease without notice, and declare all amounts due or to become due hereunder immediately due and payable, and Station's employees, agents or contractors may immediately, or at any time thereafter, reenter the Leased Premises by reasonably necessary force, summary proceedings, or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution, or damage therefor, and Tenant hereby expressly waives the service of any notice in writing of intention to reenter said Leased Premises. Station may, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Leased Premises (or any part thereof)
on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and, second, to the payment of the costs of placing the premises in rentable condition, including any leasing commission, and, third, to the payment of rent due hereunder, and any other damages or expenses due to Station. Any surplus remaining thereafter shall be paid to Tenant, and Tenant shall remain liable for any deficiency in rental, the amount of which deficiency shall be paid upon demand therefor to Station.

Should Station reenter and terminate according to the provisions of this subparagraph, Station may remove and store the Tenant's Property at the expense and for the account of Tenant. Alternatively, Station may sell, or cause to be sold, Tenant's Property at public sale to the highest bidder for cash, and remove from the proceeds of such sale any rent or other payment then due Station under this Lease. Any disposition of the Tenant's Property pursuant thereto shall be made in a manner that is commercially reasonable within the meaning of the Uniform Commercial Code as in effect in the State of Nebraska at the time of such disposition.

19. **Indemnification.** Each party warrants and represents that it has the authority to enter into this Lease and to grant the rights it grants hereunder, and that performance of its obligations pursuant to this Lease will not violate the rights of any third party whatsoever. Tenant agrees to indemnify and defend Station against any claim for damages, losses, liabilities, costs, or expenses, including reasonable attorney's fees, arising (a) out of any breach by Tenant of its warranties, representations, or covenants under this Lease; (b) out of the use, management, or occupancy of the Leased Premises by Tenant, its agents, or invitees; (c) out of any acts, omissions, neglect, or fault of Tenant, its agents, servants, employees, licensees, or invitees; (d) out of failure of Tenant to comply with any laws, statutes, ordinances, or regulations; (e) out of Tenant's failure to maintain equipment in proper working order; and (f) out of Tenant's failure to comply with any of its other obligations under the terms of this Lease.

Station will indemnify and defend Tenant against any claim for damages, losses, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of any breach by Station of its warranties, representations, or covenants under this Lease.

Any party seeking indemnification hereunder ("Indemnified Party") shall provide the other party ("Indemnifying Party") reasonably prompt notice of known claims giving rise to any claim for indemnity, and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations, or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested without charge.

20. **Estopel Certificate, Attornment, and Subordination.**

20.1. **Estopel Certificate.** Within ten (10) days after Station's request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Station (a) ratifying this Lease; (b) stating the commencement and termination dates; and (c) certifying (i) that this Lease is in full force and effect, and has not been assigned, modified, supplemented, or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Station have been satisfied (stating exceptions, if any); (iii) that no defenses or offsets against the enforcement of this Lease by Station exist (or stating those claimed); (iv) advance rent, if any, paid by Tenant; (v) the date to which rent has been paid; (vi) the amount of security deposited with Station (if hereafter applicable for any reason); and (vii) such other information as Station reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

20.2. **Attornment.** Tenant shall, in the event of a sale or assignment of Station's interest in the Leased Premises, the Tower, or the Antenna Site, or, if the Leased Premises or such Tower, Building, or Site comes into
the hands of any Trustee under a Deed of Trust or a mortgagee or any other person, whether because of a foreclosure, exercise of a power of sale under a mortgage or Deed of Trust, or otherwise, attorn to the purchaser or such mortgagee, Trustee, or other person, and recognize the same as Station hereunder. Tenant shall execute at Station's request any attornment agreement reasonably required by any mortgagee, Trustee, or other such person to be executed containing such provisions as such mortgagee, Trustee, or other person reasonably requires.

20.3. **Subordination of Lease.** It is agreed that the rights of Tenant hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or Deed of Trust placed upon the Leased Premises and/or Antenna Site by Station during or before the term of this Lease; and if requested by Station, Tenant will execute a Subordination Agreement. The Station shall use its reasonable efforts to cause any and all mortgages or Deeds of Trust executed by Station to contain a provision to the effect that so long as Tenant is not in default under this Lease or any renewal thereof, no foreclosure or any other proceeding in respect thereof shall divest, impair, modify, abrogate, or otherwise adversely affect any interests or rights whatsoever of Tenant under this Lease.

20.4. **Failure to Execute Instruments.** Tenant's failure, without good and reasonable cause, to execute instruments or certificates provided for in this Paragraph 20, within fifteen (15) days after the mailing by Station of a written request, shall be a default under this Lease.

21. **Miscellaneous.**

21.1. **Relationship of Parties.** Nothing contained herein and no acts of the parties shall be deemed or construed as creating any relationship between the parties other than the relationship of Station and Tenant or landlord and tenant.

21.2. **Governing Law.** This Lease shall be governed and construed and enforced in accordance with the laws of the State of Nebraska.

21.3. **Captions.** The captions contained in this Lease are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Lease.

21.4. **Amendments.** This Lease may be amended or modified only by written instrument mutually agreed and executed by the parties.

21.5. **Interest and Attorney's Fees.** The prevailing party shall be entitled to its reasonable attorney's fees to collect any payment or to compel any performance ultimately held to be due under the provisions of this Lease.

21.6. **Brokers and Third Parties.** Each party represents that it has not had dealings with any real estate broker or other person who may claim a commission or finder's fee with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other person with whom the indemnifying party has or purportedly has dealt.
21.7. **Notices.** Any notices or other communications hereunder shall be in writing; addressed to parties as specified in Exhibit A.

A. All notices shall be effective when delivered in person or mailed by overnight or certified mail, return-receipt requested, to these addresses, or to such other persons and addresses as may be specified from time to time in writing.

21.8. **Waiver.** It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance, and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21.9. **Accord and Satisfaction.** No receipt of money by Station after the termination of this Lease or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this Lease or affects any such notice or suit.

21.10. **Limitation of Liability.** Station shall not be liable or responsible to Tenant or to anyone claiming under or through Tenant for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower, Building, or Antenna Site, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice, or materials falling from the Tower, or the malfunction of any utility, facility, or installation, or by reason of any other existing condition or defect in the Leased Premises; nor shall Station be liable or responsible to Tenant for any injury or damage suffered by Tenant and allegedly caused by technical interference with Tenant's operations, by the activities of any other tenants or users of the Tower, Building, and Antenna Site, or any other broadcasters. Except for Station's own negligent acts, Station shall not be liable to Tenant, or to any other person for property damage or personal injury, including death, and then Station shall be liable only to the extent of repairing any property of Tenant which might have been damaged. Station shall not be liable under any circumstances for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by Tenant.

21.11. **Partial Invalidity.** The invalidity of any provision, clause, or phrase contained in this Lease shall not serve to render the balance of this Lease ineffective or void; and the same shall be construed as if such had not been herein set forth.

21.12. **Documentary Stamps.** Tenant shall bear the cost of any documentary stamps occasioned by this Lease should it wish to record this Lease.

21.13. **Rules and Regulations.** Station may from time to time issue such rules and regulations in writing which it might consider necessary and desirable. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Leased Premises or conflict with this Lease.

21.14. **Force Majeure.** Station assumes no responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Station furthermore assumes no responsibility for losses or damages caused by any person other than employees of Station. In the event that Station shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood, or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees of Station, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
21.15. **Entire Agreement.** This Lease, together with its Exhibits (which are incorporated herein by reference), constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous offers, negotiations, and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this Lease.
EXHIBIT A

Station Call Letters: KPTM-TV

Legal Name of Tenant: County of Sarpy

Tenant State of Incorporation: Nebraska

Nature of Tenant’s Business: Emergency Management System

Commencement Date: July 1, 2017

Term of the Lease: This Lease shall have an initial term of fifteen (15) years from the Commencement date established above. Tenant shall have the option to extend this lease for two (2) additional five (5) year terms by giving written notice of its intention to do so at least six (6) months prior to the end of the current term. Station may terminate this Lease by giving six (6) months’ written notice to Tenant at any time. Tenant may terminate this Lease by giving six (6) months’ written notice to Tenant at any time.

Security Deposit: $0

Annual Rent: $30,759.72

Monthly Installments: $2,563.31

Annual Increase: 3%

Notice Address for Station: KPTM-TV
4625 Farnam Street
Omaha, Nebraska 68132
Attn: General Manager

Notice Address for Tenant: Sarpy County Clerk
1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

With a copy of all notices to: Sarpy County Communications Department
1210 Golden Gate Drive
Papillion, NE 68046

Mailing Address for Rent Payment: Sinclair Broadcast Group
e/o KPTM
P.O. Box 206270
Dallas, Texas 75320-6270

With a copy of all notices to: Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road,
Hunt Valley, Maryland 21030
Attn: General Counsel
Does Station own the tower? Yes
Does Station own the ground beneath the tower? Yes
Is electricity included in rental amount? Yes
EXHIBIT B
LEGAL DESCRIPTION OF TOWER (ANTENNA) SITE

Height of the Tower above Ground Level (not including height of antenna at top): 1,452.5 feet

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) and the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), Section 30, Township 13 North, Range 11 East, Sarpy County, Nebraska, consisting of approximately 73.3 acres, more or less; and the South Half (S ½) of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), Section 30, Township 13 North, Range 11 East, Sarpy County, Nebraska, consisting of approximately 116.0 acres, more or less.
EXHIBIT C

Description of Leased Premises and Tenant’s Equipment
prior to Enhancement Project as hereinafter defined.

This Exhibit C contains a detailed description of what is referred to in the Agreement as the “Leased Premises” which consists of Station’s Tower located at the Antenna Site described in Exhibit B. The Leased Premises also includes any and all buildings, equipment sheds, storage areas, ground space, roads, thoroughfares or any other area which Tenant uses or occupies as part of the Lease. Also, this Exhibit C contains a detailed description of Tenant’s equipment which is referred to in the Agreement as “Tenant’s Property.”

Pursuant to the terms of the Agreement, Station is leasing to Tenant space on the Tower for the purpose of operation and maintenance of Tenant’s equipment which is described as follows:

**HPD System**

- Antenna: TXRX 10183809003
  - Line: 3’ Air line (reused KPTM line)
  - Antenna Height: 300’

**Trunked Radio**

- RX Antenna: TXRX 10183809003
  - Line: LDS5-50A
  - Height: 670’

- RX TTA: TXRX TXR-429-83H-01-M
  - Height: 670’
  - Test Line: 7/8” Andrew VXLS-50

- TX Antenna: PD101832E
  - Line: Andrew LD7-50A
  - Height: 670’

**VHF**

- VHF Antenna: Telwave ANT15006
  - Line: 7/8” Andrew Airline
  - Height: 775’

  20’ Dipole Antenna at 762’
  15’ Whip Antenna at 675’
  15’ Whip Antenna at 650’
  8’ Microwave Dish at 229’

- RX Antenna: TXRX 10183809003
  - Line: LDS5-50A
  - Height: 670’

**Trunked Channels**

- TX: 854.5375, 854.2625, 859.9875, 858.2375, 857.9875, 856.9875, 855.7125, 145.235
- RX: 809.5375, 809.2625, 814.9875, 813.2375, 812.9875, 811.9875, 810.7125, 144.625

**Mutual Aid**

- Data: 773.5375, 855.7125
  - RX: 803.5375, 810.7125

- Other: 145.235
  - RX: 144.625

Does Tenant have space in a building or storage shed owned by Station? (“Building”) Yes If yes, Tenant’s space to be located in the Building at the Antenna Site is shown on Exhibit E. If no, does Tenant have an outdoor cabinet or their own building on site? No

If applicable, Station shall lease space at the Tower Site to Tenant to maintain a generator or satellite dish during the term, which shall be in a size acceptable to Station and installed by Tenant in a location determined by Station in its sole and absolute discretion. Please check if applicable, and provide description below:

In cases of extended electrical outage, in the event both the utility provider and Station’s backup generator fail, Tenant shall have the option of pulling in a generator on a trailer, parking it next to Sation’s building on the east side of the northeast corner of the building, and connecting into an electrical plug that is to be located at the northeast corner of the building.

KPTM – Sarpy County 2017 New Tower Lease 12/5/17 Page 18
The parties acknowledge that Tenant intends to make certain alterations to Tenant's Equipment and Tenant's Property located at the Leased Premises. Such alternations are described and defined in that certain Sarpy Count P25 Capacity and Coverage Enhancement Project, a copy of which is attached as Exhibit F and made a part hereof ("Enhancement Project") and shall be completed by the Tenant at its cost without contribution on the part of Station.

The Enhancement Project is hereby approved by Station, and no changes shall be made in or to the Enhancement Project without the express prior written consent of Station in each instance first obtained.

Upon completion of the Enhancement Project, Exhibit C, Exhibit D and Exhibit E shall be as modified and referenced in Exhibit F.
EXHIBIT D

TOWER PROFILE
DIAGRAM, DRAWING OR OTHER DEPICTION
(SHOWING THE HEIGHT LOCATION OF EACH ANTENNA)
prior to Enhancement Project.

Exhibit "D" must be a formal construction drawing and must disclose all plans and specifications in any way related to the installation and location of Tenant's equipment, including, but not limited to, the method of installation and securing the Tenant's equipment onto the Tower. Exhibit "D" is subject to Station's review and prior written approval.
EXHIBIT E

DIAGRAM, DRAWING OR OTHER DEPICTION
BUILDING LAYOUT
(SHOWING LOCATION OF TENANT'S EQUIPMENT)
prior to Enhancement Project.
EXHIBIT F

Sarpy County P25 Capacity and Coverage Enhancement Project
KPTM Site transition Plan

This project will upgrade Sarpy County’s 800 MHz voice radio system from a legacy analog/digital Motorola Smartzone system with three sites to a Motorola Astro 25 all digital P25 system with six sites. Orderly transition of user radios from the old format to the new format will be accomplished by having both the old and new base station networks on line concurrently. Because the KPTM site is used by the existing system and will continue to be used by the new system, the site must support both sets of base stations for a period of time. Accordingly, this migration plan has been developed to allow uninterrupted, continued operation of the existing system during the installation of and migration to the new system.

Site pre-work

Prior to beginning the installation of the new equipment, Sarpy County will relocate the Trak clock from its existing location in the rack containing the mutual aid and HPD stations. This rack will then be moved to a temporary spot in the same equipment room. The new microwave equipment rack will be installed in the location vacated by the mutual aid/HPD rack. As soon as the new microwave antenna installation is completed, the entire microwave system will be tested and verified. Once microwave connectivity is available at all sites, the mutual aid/HPD equipment will be relocated to the Gretna monopole site.

A new electrical panel will be installed in the equipment room to provide circuits for several new outlets for the new Sarpy Astro 25 equipment. At that time, a manual transfer switch and an exterior generator hookup will also be installed. This will make it possible for Sarpy to connect a trailer generator to provide power to the Sarpy site equipment in the event that the KPTM generator is unavailable.

The electrician will also install a new 8 foot panel light fixture behind the equipment rack location. Two Axis P3224 cameras will be installed. One will cover the inside of the equipment room and the other will cover the outside of the equipment room entrance.

Microwave system migration

The existing microwave system has antennas at the 236 foot and 626 foot levels on the tower to communicate with the JFK Bellevue and Courthouse sites. The existing dish antennas will be left in place while the new microwave system is installed and tested.

The new microwave system will communicate with the Platteview and Gretna monopole sites. The new dish antenna antennas and waveguides will be installed at the 55 foot level by the microwave system vendor (Nokia). The new microwave system will be configured by Nokia to
provide an Ethernet connection from the Courthouse site to the KPTM site. This Ethernet connection will be used to support a pair of RAD converters that will provision a virtual T-1 circuit.

After the new microwave network is in place and available for use, Sarpy will transfer the existing system's T-1 communications from the old microwave to the new virtual T-1 circuit. Once it has been verified that the KPTM remote site is communicating correctly with the Smartzone 3.0 prime site through the virtual T-1, the old microwave system will be shut down. The old microwave equipment will be removed from the equipment room along with the old Smartzone RF and control equipment after the user migration is completed.

**New antenna system installation**

First, the old microwave dishes, and waveguides will be removed. The existing VHF antenna at the 752 foot level will be removed and stored for later re-installation. The existing 7/8" heliax for that VHF antenna will also be removed. The HPD antenna and sidearm bracket located at the 300 foot level will be removed. A Sinclair UHF panel antenna will be installed near the 300 foot level and oriented to provide paging coverage in the city of Springfield. This antenna will be connected to the 3" transmission line formerly used for the HPD antenna. (Ex-KPTM DTV coax)

The new 800 receive antenna system comprised of a diversity TTA, two antennas, two main lines and one test transmission line will then be installed at the 752 foot level. One of these antennas will be installed on a new sidearm bracket and the other will re-use the former HPD sidearm bracket. An Axis Q6055-C MkII PTZ camera will also be installed at the 752 foot level along with a weatherproof enclosure housing the power supply and media switch associated with the camera.

While the work on the tower is in progress, the equipment room portion of the receive system (multi-coupler) will be installed. Once the receive antenna installation work is completed the receive sub-system will be completely tested and configured. The existing Smartzone 3.0 base station receiver multi-coupler will then be reconfigured to become a sub-feed from the new 800 receive antenna system.

After the existing 10 channel system is verified to be working properly on the new receive system, the existing Smartzone 800 receive antenna at the 633 foot level will be removed along with the existing 800 TTA. The new 800 transmit antenna and its transmission line will then be installed at the 633 foot level in place of the old receive antenna. The existing 800 transmit antenna at the 662 foot level will remain in place during the transition.
Next, the two new GTR8000 ESS racks and the new network rack will be placed in temporary locations in front of the existing racks in the equipment room. The punch-blocks for the new MOSCAD site alarm inputs will be located on the wall behind the equipment.

The new Astro 25 site equipment will then be activated and tested. Then testing of the entire new Astro25 six site system can take place. When new system is completely proven and stable, user migration can begin.

After the radio user migration is completed, the existing 800 transmit antenna and its 1-5/8” transmission line will be removed. The old 800 receive 7/8” transmission line will also be removed at that time. The VHF antenna that was previously at the 752 foot level will then be installed on the vacated mount at the 662 foot level. The existing 7/8” TTA test transmission line will be used for the VHF antenna.

Finally, the existing Smartzone RF and control equipment can be removed from the site and the new Astro 25 equipment racks permanently installed in the vacated space.
### SARPY COUNTY FREQUENCY PLAN FOR THE KPTM SITE

#### FREQUENCIES CURRENTLY IN USE

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#### FREQUENCIES IN USE AFTER UPGRADE

<table>
<thead>
<tr>
<th>Transmit Frequency</th>
<th>Receive Frequency</th>
<th>Used For</th>
</tr>
</thead>
<tbody>
<tr>
<td>11200 MHz band</td>
<td>TBD</td>
<td>Microwave to Gretna W.T.</td>
</tr>
<tr>
<td>6175 MHz Band</td>
<td>TBD</td>
<td>Microwave to Platteview</td>
</tr>
<tr>
<td>859.7875 MHz</td>
<td>814.7875 MHz</td>
<td>Astro 25 Channel 1</td>
</tr>
<tr>
<td>859.2375 MHz</td>
<td>814.2375 MHz</td>
<td>Astro 25 Channel 2</td>
</tr>
<tr>
<td>858.9875 MHz</td>
<td>813.9875 MHz</td>
<td>Astro 25 Channel 3</td>
</tr>
<tr>
<td>858.2375 MHz</td>
<td>813.2375 MHz</td>
<td>Astro 25 Channel 4</td>
</tr>
<tr>
<td>857.9875 MHz</td>
<td>812.9875 MHz</td>
<td>Astro 25 Channel 5</td>
</tr>
<tr>
<td>857.2375 MHz</td>
<td>812.2375 MHz</td>
<td>Astro 25 Channel 6</td>
</tr>
<tr>
<td>856.8375 MHz</td>
<td>811.8375 MHz</td>
<td>Astro 25 Channel 7</td>
</tr>
<tr>
<td>856.2375 MHz</td>
<td>811.2375 MHz</td>
<td>Astro 25 Channel 8</td>
</tr>
<tr>
<td>855.7125 MHz</td>
<td>810.7125 MHz</td>
<td>Astro 25 Channel 9</td>
</tr>
<tr>
<td>855.3875 MHz</td>
<td>810.3875 MHz</td>
<td>Astro 25 Channel 10</td>
</tr>
<tr>
<td>855.1375 MHz</td>
<td>810.1375 MHz</td>
<td>Astro 25 Channel 11</td>
</tr>
<tr>
<td>854.6125 MHz</td>
<td>809.6125 MHz</td>
<td>Astro 25 Channel 12</td>
</tr>
<tr>
<td>453.900 MHz</td>
<td>458.900 MHz</td>
<td>UHF Fire Paging</td>
</tr>
<tr>
<td>145.235 MHz</td>
<td>144.635 MHz</td>
<td>VHF Repeater</td>
</tr>
</tbody>
</table>

**Notes:**
- Smartzone system license is WPYQ729
- Astro 25 system license is WQYQ806
- New microwave frequencies are pending coordination and licensing
- UHF paging frequency at this site is pending modification of WPIK695
SARPY COUNTY P25 CAPACITY AND COVERAGE ENHANCEMENT PROJECT

Summary of work to be performed on the KPTM tower.

All work will be performed by crews acceptable to KPTM and in accordance with their policies.

First visit

A tower crew provided by Nokia will start by installing a new coax entry port (e.g. Site Pro E220) in the outside wall of the transmitter building adjacent to the existing coax entry. They will also install a new port in the interior wall of the Sarpy equipment room. Next they will install two new dish antennas and ice shields at the 55 foot level. The exact mounting heights and azimuths will be provided by Motorola engineering. The tower crew will also install the RFS E105 and RFS E60 waveguide lines from the dish antennas into the equipment shelter through the new entry port, sweep and document the installation, and connect the lines to the new microwave radios.

Second visit

A crew provided by PDQ Tower Services will remove the old microwave antennas, ice shields, and waveguides from the 626 foot and 236 foot levels on the tower. Next they will remove the HPD antenna and sidearm from the 300 foot level on the tower. They will also remove the VHF antenna and 7/8” transmission line from the 752 foot level. This antenna will be retained for future re-use.

They will install one new 800 receive antenna and new sidearm bracket at the 752 foot level (East) and a second new 800 receive antenna at that level (Northwest) on the bracket removed from the 300 foot level. They will also install a new TTA at the 752 foot level and three new 7/8” transmission lines from there into the equipment shelter using the coax entry port vacated by the removal of the old waveguides. The new lines will be terminated with new Polyphasers at the equipment room entry point, then tested, swept and documented.

Also at the 752 foot level (Northwest) the PDQ crew will install the new Axis PTZ camera along with its media switch and power supply in the weatherproof enclosure. AC power for the camera will be run down from the platform at the 1135 foot level. The fiber optic data cable from the media switch will be run along with the receive transmission lines into the equipment room.

Next the tower crew will install the new UHF panel antenna at the 300 foot level (East). This antenna will be connected to the existing transmission line that was used by the HPD antenna. While they are performing that work, Sarpy County and Motorola will verify and configure the new 800 receive system and connect it to the existing Smartzone 800 system. The tower crew can then remove the existing 800 receive antenna at the 633 foot level and replace it with the new 800 transmit antenna. They will also install a new 1-5/8” transmission line from the
transmit antenna and route this coax through the coax entry port vacated by the removal of the old line to the 752 foot level. They will install a new Polyphaser at the entry point, sweep and document the installation.

Third visit

A crew provided by PDQ Tower Services will remove the old 800 system’s transmit antenna from the 662 foot level and replace it with the VHF antenna that was previously at the 752 foot level. They will install a jumper to connect the VHF antenna to the existing 7/8” receive test cable. They will then remove the old 1-5/8” transmission line from the 662 foot level.

Site clean-up

At the conclusion of the project all old antennas, transmission lines, components and materials will be removed from the site.

Equipment lists

The following page provides a listing of the equipment that Sarpy currently has on the KPTM tower and a listing of the equipment that Sarpy will have on the KPTM tower after the transition project is completed.

Following that is a sheet showing the technical data for the equipment. This data was provided to Stainless for use in performing the structural analysis.
**Sarpy County Equipment Currently on the KPTM Tower**

<table>
<thead>
<tr>
<th>Elevation</th>
<th>Description</th>
<th>Model Number</th>
<th>Coax</th>
</tr>
</thead>
<tbody>
<tr>
<td>752</td>
<td>VHF Antenna</td>
<td>Telewave ANT150D6</td>
<td>Andrew HJ5-50</td>
</tr>
<tr>
<td>662</td>
<td>800 Transmit Antenna</td>
<td>Celwave PD 101832E</td>
<td>Andrew LDF7-50A</td>
</tr>
<tr>
<td>633</td>
<td>800 Receive Antenna</td>
<td>TXRX 10183B09003</td>
<td>Andrew LDF5-50A</td>
</tr>
<tr>
<td>633</td>
<td>Tower Top Amplifier</td>
<td>TXRX TXR-429-83H-01-M</td>
<td>Andrew VXLS-50³</td>
</tr>
<tr>
<td>626</td>
<td>6' Microwave Dish and Ice Shield</td>
<td>Andrew P6-65D</td>
<td>Andrew EW63</td>
</tr>
<tr>
<td>300</td>
<td>700 Mobile Data Antenna</td>
<td>TXRX 10183B09003</td>
<td>Andrew HJ8-50B²</td>
</tr>
<tr>
<td>236</td>
<td>6' Microwave Dish and Ice Shield</td>
<td>Andrew P6-65D</td>
<td>Andrew EW63</td>
</tr>
</tbody>
</table>

**Sarpy County Equipment on the KPTM Tower After Upgrade**

<table>
<thead>
<tr>
<th>Elevation</th>
<th>Description</th>
<th>Model Number</th>
<th>Coax</th>
</tr>
</thead>
<tbody>
<tr>
<td>752</td>
<td>800 Receive Antenna</td>
<td>TXRX 10183B09003</td>
<td>Andrew AVA5-50FX</td>
</tr>
<tr>
<td>752</td>
<td>800 Receive Antenna</td>
<td>TXRX 10183B09003</td>
<td>Andrew AVA5-50FX</td>
</tr>
<tr>
<td>752</td>
<td>Tower Top Amplifier</td>
<td>TXRX 432E-83I-01-T</td>
<td>Andrew AVA5-50FX</td>
</tr>
<tr>
<td>752</td>
<td>PTZ Camera</td>
<td>AXIS Q6055-C MkII</td>
<td>(Fiber Optic Cable)</td>
</tr>
<tr>
<td>752</td>
<td>AXIS Surveillance Cabinet Series</td>
<td>AXIS T98A-VE</td>
<td>(AC Power Conduit)</td>
</tr>
<tr>
<td>662</td>
<td>VHF Antenna</td>
<td>Telewave ANT150D6</td>
<td>Andrew VXLS-50</td>
</tr>
<tr>
<td>633</td>
<td>800 Transmit Antenna</td>
<td>SC412-HF3LDF(D04-E5608)</td>
<td>Andrew AVA7-50</td>
</tr>
<tr>
<td>300</td>
<td>UHF Panel Antenna</td>
<td>SP304V-SF2P70LDF(D00)</td>
<td>Andrew HJ8-50B</td>
</tr>
<tr>
<td>55</td>
<td>6' Microwave Dish and Ice Shield</td>
<td>PAD6-59B</td>
<td>RFS E105</td>
</tr>
<tr>
<td>55</td>
<td>3' Microwave Dish and Ice Shield</td>
<td>SC3-W100AC</td>
<td>RFS E60</td>
</tr>
</tbody>
</table>

Notes:

1) Elevations in feet to the bottom of vertical antennas
   Elevations in feet to the center line of dish antennas

2) This coax will remain in place and be re-used
   All other existing coax lines will be removed from the tower

3) All new transmission lines will be provided with new Polyphasers
Add Two (2) NEW RX Dual O.versity Antennas, One (1) NEW TX Antenna for NEW P25 System.

Add Two (2) NEW新型冠状 型 in the Top of the Tower. Due to extreme weather conditions that can be present at high up the tower, make sure to use metal cable brackets to secure line-up and ensure stability. The new ANT.