

RADIO TOWER RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of July, 2005 by and between the City of Bushnell (hereinafter referred to as "Lessor"), and the Board of Sumter County Commissioners, D.B.A Sumter County Transit, (hereinafter referred to as "Lessee"), for the purpose of setting forth the rights, duties and obligations concerning rental space on the Bushnell radio tower according to the following terms and conditions:

WHEREAS, the City of Bushnell has erected a radio tower to provide radio communication services within the City of Bushnell and surrounding areas upon property owned by the City of Bushnell, and

WHEREAS, the Lessee has requested to install a 800 Mhz trunking duplexer to the City's radio system and to replace the City's existing antenna with a new UHF antenna and also to install a new repeater for lessee use.

WHEREAS, the Lessee shall donate the new duplexer to the City.

WHEREAS, the City of Bushnell has determined that it is in the best interest of the City to enter into a rental agreement with the Lessee for the placement of the radio equipment at the tower.

NOW THEREFORE, in exchange of consideration and mutual covenants as contained herein the parties agree as follows:

1. Lessor shall lease to Lessee that portion of the radio tower and operations building necessary for installation and operation of the Lessee's radio equipment.

2. As consideration for the utilization of such tower, space and equipment, Lessee shall pay the Lessor the sum of \$1338 per year, payable in advance with the payment due upon execution of this Agreement by the parties. Any such payment not paid within ten (10) days of its due date shall be grounds to suspend utilization for said tower and antenna and grounds for termination of the rental agreement upon written notice thereof.

3. This rental agreement shall be for a term of one (1) year, beginning with the execution of this agreement, and such term shall automatically renew for additional one (1) year increments until terminated by either party upon sixty (60) days written notice. Lessor reserves the right to adjust the consideration annually and with 60 days notice.

4. Lessor shall require that only duly authorized and qualified personnel perform any work at the tower site or in the control or equipment room and that all work performed on said site be with a quality workmanship like manner and that upon completion of any installations, repairs or other work performed on the site, that the area be left in a neat and orderly fashion. Lessor shall also require that any personnel conducting any work at the tower site will be properly licensed and insured with verification of same to be provided by Lessee or their authorized agent as required from time to time.

5. Lessee shall be responsible for obtaining all FCC licensing and shall receive all necessary authorizations and approval prior to the effective date of this rental agreement or any installations on the tower site.

6. Lessee shall furnish to Lessor the name of any business organizations or technicians who will be performing any work on the site in order to provide that proper security is maintained as well as to provide information concerning proper liability and that the parties performing the work are properly licensed and insured.

7. Lessor may from time to time require lessee to have an engineered survey completed with indication of the proper wind loading and that the tower is being maintained consistently with proper engineering standards.

8. Lessor reserves the right to require the removal and/or modification of the installation in the event that the utilization and equipment creates a hazard to the tower or control room or in the event that it creates interference with other existing systems as properly determined by communication specialists and with proper notification to allow the Lessee the least amount of interference with the modifications as required from time to time.

In Witness Whereof, the parties hereto have set their hands and seals on the above-mentioned date.

Signed, sealed and delivered
In the presence of:

G. Jay Coleman
Shelley Barnes

CITY OF BUSHNELL- "Lessor"

By: [Signature]

Board of Sumter County Commissioners -
"Lessee"

Melissa [Signature]
Jani Kuxpatwa

By: Jay A Chandler
Jay A. Chandler, Chairman