

ANTENNA SITE  
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this first day of July, 1983, by and between the City of Sunset Hills located at 3939 So. Lindbergh, St. Louis, Missouri, hereinafter referred to as "Lessor", and The Metropolitan St. Louis Sewer District with offices at 2000 Hampton Avenue, St. Louis, Missouri; hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessee desires to establish and maintain radio equipment and antennas on the property, owned by the Lessor, at 3939 So. Lindbergh, St. Louis County, Missouri, and Lessor is willing for Lessee to erect and maintain said radio equipment and antennas thereon under the terms and conditions herein below set forth.

NOW, THEREFORE, it is mutually agreed as follows:

1. Lessor hereby leases to Lessee the property described as tower, and space in equipment room, 3939 South Lindbergh, St. Louis County, Missouri, upon which Lessee will install, maintain, use and operate radio equipment and antennas together with related equipment, which Lessee agrees will be kept in a safe and presentable appearance at all times.

2. The term of this Agreement shall be for one (1) year, commencing on the first day of July, 1983, and terminating on the 30th day of June, 1984.

3. Lessee hereby agrees to pay Lessor in advance on the first day of each lease term hereunder the sum of ten dollars ~~per month~~ *JH* for rent of the above described property, and electricity used by the equipment listed in Paragraph #1 above.

4. This Agreement shall be personal to the Lessee, and no assignment or sublease in whole or part shall be valid without the written consent of the Lessor, and shall auto-

*\$120.00*

atically be renewed from year to year. However, either Party may terminate this Agreement upon ninety (90) days written notice at any time during the length of this Agreement.

5. Lessee shall not install any additional equipment without written permission of Lessor.

6. Lessee's antennas, and supporting wires, cables, and other equipment used in connection therewith, shall be constructed and maintained in such a manner as to not impair the structural safety or usability of said property of the First Party as hereinabove described.

7. Lessor shall have the right and privilege to inspect any installations made by Lessee, and Lessee covenants that it will conform its installation to comply with any reasonable requirements of the representatives of Lessor.

8. All materials and equipment placed upon the premises of the Lessor by Lessee shall be and remain the property of Lessee; and before, at, or within a period of ninety (90) days after the cancellation of this Agreement, Lessee shall remove the same and leave said premises of Lessor in the same condition, insofar as is reasonably possible, as at the inception of this Agreement.

9. Lessor agrees that should the premises as hereby leased be used for any additional radio equipment by any other party than Lessee, Lessor shall take such precautions as necessary to prevent any interference with Lessee's use and operations on said premises.

10. Lessor does not in any way, and does not at any time, warrant the safe condition of its property, or other facilities or appurtenances now installed on said property.

11. This Agreement constitutes the entire agreement between the parties hereto and any oral agreements or understandings between any of the representatives of either party hereto at variance with or in addition hereto are void and of no effect.

12. This Agreement shall extend to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

*William A. Hendrick*  
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LESSOR

*[Signature]*  
\_\_\_\_\_  
LESSEE

\$120<sup>00</sup>