EASEMENT AGREEMENT

The Monroe County Community School Corporation (hereinafter called “Owner”) and the Board of Commissioners of Monroe County on behalf of the Monroe County Sheriff (hereinafter called “Tenant”) enter into the following Easement Agreement, effective on the date last written below.

WITNESSETH:

In consideration of the agreements of the parties hereafter set forth, the Owner hereby grants easement to Tenant and Tenant hereby agrees to maintain from the Owner certain premises, hereinafter referred to as “Tower” on the terms and conditions as follows:

1. **Tower.** A 170’ communications tower located at Lakeview Elementary School, 9090 S. Strain Ridge Rd. Bloomington Indiana 47401.

2. **Licensed Premises.** Tenant is granted a non-exclusive easement to use any reasonable means of access to the tower over the real estate of the Owner, provided however, that such access does not interfere with the Owner’s right to use said property or safety of students using property.

3. **Original Term.** The term of this Lease shall be for a period of five years commencing April 1, 2009 and ending March 31, 2014.

4. **Renewal Term.** This Easement shall be extended for indefinite additional terms of one year each, unless Owner or Tenant gives written notice to the other party of its intention not to renew this Easement at least 180 days prior to the expiration of the original term, or any renewal term.

5. **Consideration.** In consideration of enhanced protection to its property and as a service to the community, Owner is willing to make available a portion of the Owner’s communication tower real estate to the County for the purpose of installing communication equipment.

6. **Use.** The Tower shall be used for communication equipment for County Government offices.

7. **Disposition of Improvements.** If Owner elects not to renew this Easement upon expiration of any term, or if the parties mutually agree to terminate this agreement before the expiration of any term, the Tenant shall be responsible for removal of the Tower within 180 days. If Tenant elects not to renew this Easement upon expiration of any term, or earlier notifies Owner of its abandonment of the improvements, the Tenant shall be responsible for removal of the Tower within 180 days or as otherwise agreed upon between the Owner and Tenant.
8. **Maintenance.** Tenant will maintain the Tower as well as structures intended to prevent unauthorized access in a safe condition.

9. **Insurance.** As long as Tenant uses the Tower, tenant shall have the Tower added as a rider to its current insurance policy. The Tenant must provide a Certificate of Insurance indicating the liability coverage of the Tower, adding the Owner as an Additional Insured. To the owner, the cash value of the Tower is the cost of its removal. For the Tenant, the cash value of the Tower is its replacement cost.

10. **Indemnification.** Tenant assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold Owner harmless from any and all claims, liabilities, losses, costs and expenses (including attorneys’ fees) arising from or in connection with the condition, use or control of the Tower and any improvements thereon during the term of this lease. Tenant shall be liable to the Owner for any damages to the Tower and any act done by Tenant or any person coming on the Tower by the license or invitation of Tenant, express or implied (except Owner, its agents or employees).

11. **Assignment and Subletting.** Tenant will not assign this easement, in whole or in part, nor sublet all or any part of the Tower without first obtaining the written consent of the Owner. Consent by the Owner to an assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If such consent is granted, Tenant shall remain fully and primarily liable on this Easement and shall not be released from performing any of its terms, covenants or conditions.

12. **Quiet Enjoyment.** Upon contractual agreement of Tenant of the terms provided herein and upon its observance and performance of all other covenants, terms and conditions of this lease, Tenant shall peaceably and quietly hold and enjoy the Tower without hindrance or interruption by the Owner, subject nevertheless to the terms and conditions of the Lease.

13. **Waiver.** No waiver of any default or breach by the Tenant shall be effective unless in writing, nor shall it be deemed a waiver of any subsequent breach or default.

14. **Notices.** All notices required or permitted by any provision of this Easement Agreement shall be directed to the following addresses, or to such other addresses as may be designated in writing by either party:

   **To Owner:** Monroe County Community School Corporation.
   505 E. North Dr.
Bloomington, IN 47401

To Tenant: Board of Commissioners of Monroe County
Courthouse, Room 322
Bloomington, IN 47404

15. **Captions.** The captions of this Easement are for convenience only, and do not in any way limit or amplify its terms.

16. **Governing Law.** This lease shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Owner and Tenant have executed this Easement as dated below in four counterparts each of which shall be deemed an original.

**MONROE COUNTY COMMUNITY SCHOOL CORPORATION.**

_____________________________

Date: _______________________

ATTEST:

____________________________

**BOARD OF COMMISSIONERS OF MONROE COUNTY**

____________________________

Patrick Stoffers, President

Date: 3/16/09

ATTEST:

____________________________

Amy Gerstman, Auditor

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Monroe County Sheriff,
James Kennedy
SHERIFF COMMUNICATION EQUIPMENT AGREEMENT AND EASEMENT

Agreement between The Monroe County Community School Corporation (hereinafter called "Owner") and the Board of Commissioners of Monroe County on behalf of the Monroe County Sheriff (hereinafter called "County") effective on the date last written below. Owner and County agree as follows:

1. The County must maintain a communication system for use by the Sheriff’s deputies and other public safety employees.

2. In consideration of enhanced protection to its property and as a service to the community, Owner is willing to make available a portion of the Owner’s communication tower real estate to the County for the purpose of installing and maintaining communication equipment.

3. The Board of Commissioners of Monroe County, on behalf of the Monroe County Sheriff’s Department will install and maintain Communications Equipment including equipment intended to support Communications Equipment on a communication tower to be mutually agreed upon at the Owner’s property which is located as follows:

   Unionville Elementary School
   8144 E. St. Rd 45
   Unionville, Indiana 47468

4. The Owner grants this Easement to the County for a period of 5 years, automatically renewable for a period of one year every year afterward.

5. Owner does hereby grant a non-exclusive easement to the County on and across the foregoing real estate for the placement and operation of Communications Equipment at such location, and an easement of ingress and egress through and across such property for the purpose of maintaining, repairing or replacing communications and related equipment maintained by the County. The Owner retains final approval over equipment installation design including grounding method and testing.

6. The Owner retains the right to perform any and all maintenance required (including replacement) of the tower and communications equipment that is property of the Owner.

7. As long as the County maintains this easement, the County shall have the Easement added as a rider to its current insurance policy. The Tenant must provide a Certificate of Insurance indicating the liability coverage of the Easement, adding the Owner as an Additional Insured.
8. County will repair and maintain it’s Communication Equipment for as long as it remains situated upon owner’s property. This maintenance may not interfere with the safety of students using the Owner’s property.

9. County agrees to indemnify and save harmless the Owner from all claims, costs or suits related to the operation including weather, installation, maintenance, and repair of the communications equipment on the Owner’s property.

10. Owner may request the removal of the communication equipment from the Owner’s property by 180 days advance written notice to the County and County shall removed is equipment within the time designated by the Owner. After removal of the County’s equipment, the easement hereby granted shall be extinguished.

11. County may remove the communication equipment from Owner’s property by 7 days advance written notice to the Owner in which event the easement hereby granted shall be extinguished at the expiration of the notice.

Owner represents and warrants that it owns the foregoing property in fee simple, and that the signatory below is authorized to sign this Agreement and Easement.

MONROE COUNTY COMMUNITY SCHOOL CORPORATION.  

__________________________  

Date: ______________________  

ATTEST:  

__________________________  

Amy Gerstman, Auditor  

MONROE COUNTY SHERIFF,  

BOARD OF COMMISSIONERS  
OF MONROE COUNTY  

__________________________  

Patrick Stoffers, President  

Date: 3/14/09  

ATTEST:  

__________________________  

James Kennedy