

WAYNE TOWNSHIP, BUTLER COUNTY, OHIO  
SPECIAL MEETING JANUARY 30<sup>TH</sup> 2019

TRUSTEES

MIKE TRUSTER

ED TRUSTER

BILL JONES

ZONING

DANIEL HOIT

FISCAL OFFICER

LAURA DALEY

Mike Truster called the meeting to order at 5:30pm.

Roll Call was held; All three trustees were present, along with Daniel Hoit.

Mike Truster read the lease agreement for the 73/127 property.

Bill Jones made a motion to accept the lease agreement as read and to add two additional conditions; with proof of insurance supplied to Township and for Wayne Township to be listed as additionally insured on policy. Ed Truster seconded motion.

Roll Call was held; 3 Ayes, 0 Nays, 0 Abstain.

Mike Truster motioned to adjourn meeting; meeting adjourned.

## TEMPORARY FACILITY LEASE

This lease is made and entered into on [1/29/19] by and between [Wayne Township Board of Trustee's] ("LANDLORD"), and [Service Electric Company] ("TENANT").

1. Subject to the terms, provisions, and conditions and covenants hereinafter set forth, LANDLORD hereby leases to the TENANT that certain real property (including the improvements thereon), further described as [gravel lot at 4180 Hamilton Eaton Rd] and is located at [4180 Hamilton Eaton Rd. Wayne Township, OH 45011 ] and which is more specifically described on Exhibit "A" attached hereto (the "Property"), together with access over and through all access drives, driveways and common areas for the use and enjoyment of the Property.
2. This lease shall commence on [2/1/19] and shall continue in full force and effect on a month-to-month basis and may be cancelled by either party by providing the other party thirty (30) days' written notice of its intent to terminate the lease.
3. As "Rent" hereunder, TENANT shall pay LANDLORD, on the first day of each month the sum of \$[1,000.00].
4. TENANT shall use the Property for the purpose of [crew & equipment show-up].
5. TENANT, at its own expense, shall provide and maintain in force during the term of this lease all insurance required to be carried by TENANT, including, but not limited to, commercial general liability insurance, workers' compensation insurance, and automobile liability insurance. Upon request, TENANT shall furnish LANDLORD with copies of all applicable certificates of insurance.
6. Upon the termination of this lease, TENANT shall surrender the Property to LANDLORD in the same condition as when delivered to TENANT, except for (a) normal wear and tear, (b) liens, encumbrances and other claims for which LANDLORD is responsible, and (c) conditions for which TENANT is not obligated under this lease.
7. TENANT agrees to indemnify, defend and hold LANDLORD harmless from and against any claims, damages, demands, costs and expenses arising from the conduct or management of TENANT'S business on the Property or from any breach on the part of TENANT of any conditions of this lease, or from any act of negligence of TENANT, its agents, contractors, employees, or licensees in or about the Property.
8. LANDLORD agrees to indemnify, defend, and hold TENANT harmless from and against any and all claims, damages, demands, costs, losses, expenses, or liabilities for any injury or damage to any person or property whatsoever occurring in, on, or about the Property to the extent the injury or damage was caused by the act, neglect, fault of, or omission of any duty by LANDLORD, its agents, contractors, or employees.
9. LANDLORD covenants, warrants and represents that the Property (including the land thereunder) does not contain any environmental hazards, except which

have been specifically disclosed to TENANT. LANDLORD agrees to indemnify, defend and hold TENANT harmless from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, or liabilities (including the cost of cleanup and reasonable professional fees, including fees of TENANT'S attorneys, environmental consultants, contractors, inspectors, laboratory fees and the like) incurred by TENANT as a result of any contamination of the Property by any environmental hazard to the extent the presence of any environmental hazard was on the Property prior to the date TENANT took possession of the Property or was not a result of the acts or omissions of TENANT or its agents or contractors. Nothing in this paragraph 9 shall limit LANDLORD'S duty of indemnification or contribution imposed by any other provision in this lease or by applicable law. The indemnity and other duties provided for in this paragraph 9 shall survive the expiration or termination of this lease.

IN WITNESS WHEREOF, this lease is hereby executed as of the date first above set forth.

LANDLORD:

TENANT:

By: Daniel Hoit

By: David Greene

Name: Daniel Hoit

Name: DAVID GREENE

Title: Road Superintendent (Point of Contact)

Title: PROJECT MANAGER

Address for Notices:

Address for Notices:

Wayne Twp. Board of Trustees

PO Box 3656

5967 Jacksonburg Rd.

1631 EAST 25<sup>TH</sup> STREET

Trenton, OH 45067

CHATTANOOGA, TN 37404

Phone: 513-783-3157

Phone: 423-265-3161

Fax: —

Fax: 423-490-7524

Email: dhoit@waynetownship.net

Email: dgreene@serviceelectricco.com

With copy to:  
Quanta Services, Inc.  
2800 Post Oak Blvd., Suite 2600  
Houston, TX 77056  
Attn: General Counsel

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**  
(Legal Description or Site Plan, if applicable)

Gravel lot located at 4180 Hamilton Eaton Road Wayne Township, OH 45011 as identified in satellite image below:



TEMPORARY FACILITY LEASE