

## COMMUNICATIONS SITE LEASE AGREEMENT

COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into as of 2014 ("Execution Date") between City of O'Fallon, Illinois, a Municipal Corporation ("Landlord") and St. Clair County, Illinois ("Tenant").

### 1. Premises

(a) Landlord is the owner of the real property (the "Property"), described on the attached Exhibit A and commonly known as the spheroid water tower located at 892 North Seven Hills Road , in O'Fallon, Illinois. Tenant wishes to lease certain space on the spheroid water tower and certain ground level area described and depicted on the attached Exhibit B (the "Premises"), together with non-exclusive easements for access and utilities, described and depicted on the attached Exhibit C ("Easement Areas"), on the terms and conditions set forth herein.

(b) Subject to the following terms and conditions, including the contingencies set forth herein, Landlord hereby leases the Premises to Tenant and permits use of the Easement Areas. Tenant shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating a communications facility including (without limitation) antennae and radios (including microwave antennae and radios); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling as shown on Exhibit D (collectively the "Communications Equipment") subject to the qualifications, requirements and conditions set forth herein.

(c) Until the Commencement Date of this Lease, Tenant and its agents, engineers, surveyors and other representatives upon prior reasonable notice to and consent of landlord, which consent shall not be unreasonably withheld, shall have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Tenant's use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's use, all at Tenant's expense. Tenant shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant shall return all areas of the Property disturbed by Tenant in the exercise of Tenant's rights under this section to the condition existing prior to such disturbance. Tenant agrees to and does indemnify and hold Landlord harmless from any and all claims, demands, liabilities, damages and costs, including attorneys' fees, arising out of or resulting from any activity of Tenant pursuant to this section. In the event Tenant is not satisfied with the Property, Tenant shall have the right to terminate this Lease by so notifying Landlord in writing on or before the Commencement Date.

2. Term.

(a) The initial term of this Lease shall be five years, commencing upon the start of installation of the Communication Equipment (the "Commencement Date") and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

(b) Tenant shall have the right to extend this Lease for four successive five year terms (each an "Extension Term"). Each Extension Term shall be on the same terms and conditions as set forth herein.

(c) The term of this Lease shall automatically extend for each successive Extension Term unless Tenant or Landlord shall notify the other in writing of an election not to extend the term, at least 120 days prior to the expiration of the initial term or the first Extension Term (as the case may be).

(d) If Tenant remains in possession of the Premises for more than thirty (30) days after the expiration of this Lease without a written agreement, or is found to have used the premises for any non-public or other purposes not expressly authorized herein, such tenancy shall thereby be deemed a month-to-month tenancy under the same terms and conditions of this Lease except that during such period rent shall be paid at the rental rate of \$2000 per month.

3. Permitted Use.

(a) The Premises may be used by Tenant only for permitted uses, which are solely for the public and non-commercial use by Tenant of the Premises for (i) the transmission and reception of communication signals, and (ii) the installation, maintenance, repair, replacement and relocation of antennas, equipment and related facilities for the transmission and reception of communication signals (collectively, "Equipment and Facilities") (also referred to as "Communications Equipment") as the Equipment and Facilities are described on the attached Exhibit D, all limited solely for maintenance and operation of communications system for government use only, including for emergency services, public safety and other governmental purposes, including the Illinois State Police and other State agencies, St. Clair County and its agencies and any federal, state, county, municipality or other governmental body, including any department or agency thereof, only (collectively, "Tenant's Permitted Use"). The parties acknowledge that the Communications Equipment will be owned or leased by Tenant. Tenant may contract with a third-party to construct, operate, manage and maintain such system provided that in no event shall commercial use of the system be permitted or undertaken without the express consent of the Landlord at its discretion. No equipment or attachments on the Premises shall be added or altered other than that set forth in Exhibit D without the express written approval of the Landlord subject to applicable permitting requirements.

(b) Tenant represents and warrants to Landlord that the Equipment and

Facilities will be operated now and shall continue in the future to be operated, managed and maintained in compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Laws"), including without limitation Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written Request, with all documentation evidencing current compliance with the FAA and the FCC on an ongoing basis during the Term of this Lease and any Extension Term. Landlord agrees to operate and maintain the Property except for the Premises in compliance with all applicable Laws and shall provide notice of any FCC or FAA non-compliance notices; provided that Tenant's sole remedy for any noncompliance shall be termination of this Lease.

4. Consideration.

(a) In consideration of the strictly public use and purpose of Tenant's proposed use, and such other consideration set forth herein, Landlord agrees to accept \$1.00 as monetary consideration hereto;

(b) In further consideration for Landlord to execute this Agreement, Tenant agrees that Landlord shall have the right to purchase, at the Tenant's negotiated discount rate, subscriber mobile and portable radios and accessories and operate such radios on the 800MHz Trunked radio system being built by Motorola, Inc. on behalf of and under contract to Tenant. Landlord agrees to provide the means and capability to program the said radios to be used on said radio system. Tenant agrees to allow Landlord ability to program said radios. Landlord agrees to coordinate radio programming with the tenant and with Motorola, Inc. Tenant agrees to provide programming keys, encryption keys, and radio identification numbers to Landlord for the purpose of programming radios Landlord shall be permitted operate said subscriber radios on said radio system at no cost to the Landlord with all the privileges and duties afforded to and/or required of any other subscriber agency to said radio system by Tenant and/or any successor agency acting in the role of radio system owner. Landlord acknowledges that among these potential duties may be the duty to limit the number of subscriber units operated by Landlord due to unforeseen system loading in the future. Tenant agrees that Tenant will assume the administrative burden and costs of configuring said radio system to provide service to subscriber radios being operated by Landlord or Landlord's agents. Landlord acknowledges that any costs for creating the capability for Landlord's dispatch or control points to be able to access the radio system shall be borne by the Landlord.

5. Interference.

(a) Tenant shall not use the Premises or the Easement Areas in any way which interferes with the use of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property on the date of this Lease of which Tenant has been notified in writing, except as otherwise provided by applicable laws. Landlord represents and warrants that there is no communications equipment located on the Property as of the date of this Lease.

(b) Subject to the provisions set forth herein, Landlord reserves the right, privilege and authority to continue to use and occupy the Premises and Property for any

purpose whatsoever, including without limitation the modification, maintenance, repair, remodeling or replacement of the facilities on the Premises or Property, or the sale or lease of the Property or any portion of the Property, including leases or licenses with third parties to use part of the Property and Premises for communications purposes; except Landlord hereby covenants that it shall not enter into any lease, license or other agreement pursuant to which a third party would use the Property or other properties owned by Landlord so as to interfere with Tenant's Permitted Use at the time of such lease, license or agreement. Landlord agrees that its future agreements with other users of the Property will require the other users to remedy interference with Tenant's operations and Landlord will use its best efforts to enforce these provisions if needed. Landlord also reserves the right to install and operate new or modified communications equipment on the Tower or Property for its own uses ("Future Equipment"). Landlord agrees to cooperate with Tenant so such Landlord's activities, and the activities described in Subsection (f), have a minimal impact on Tenant's operations and will not cause interference with Tenant's operations, if reasonably possible. In addition, Landlord agrees to give Tenant at least one hundred eighty (180) days written notice, except in the event of an emergency, then Landlord shall provide reasonable notice, prior to installing any Future Equipment, which notice shall provide Tenant with the proposed frequencies, locations and other relevant information relating to the Future Equipment. If the cost to eliminate any interference from any other use is unreasonable, then Tenant's sole remedy shall be the right to terminate this Lease by so notifying Landlord in writing.

(c) Tenant accepts the Lease with the reservation in Subsection (b) and agrees that, subject to the provisions in Subsection (b), if Landlord's use or occupancy interferes with Tenant's Permitted Use, Tenant shall have the option, if practicable and reasonably acceptable to Landlord, and at Tenant's sole cost and expense, modify or relocate the Equipment and Facilities on the Property to make Tenant's Permitted Use compatible with Landlord's use or occupancy, and such modified or relocated site shall constitute the Premises. If modification or relocation is impracticable or unacceptable to Tenant, then this Lease shall terminate upon notice of such from Tenant or Landlord.

(d) If the interference in Subsection (b), (c) or (f) is temporary, for example, the need to remove the Equipment and Facilities for Landlord to repair or maintain the Premises, then Tenant may install temporary or mobile facilities on the Property or on other property owned by Landlord, in a location reasonably acceptable with Landlord, to accomplish Tenant's Permitted Use.

(e) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC.

(f) It is understood that Landlord from time to time, will need to repair the water tank and/or remove and re-coat the tank with a new paint system. Landlord agrees to cooperate with Tenant so that such activities have a minimal impact on Tenant's operations, provided that Landlord shall not be required to bear any additional cost. Landlord agrees to provide Tenant with one hundred eighty (180) days prior written notice

of such repair and/or maintenance work, along with a schedule showing dates and duration of such repair and/or maintenance work. Following notification of the need and schedule for tank maintenance, the Tenant shall at its cost remove, secure, relocate, and/or protect its facilities during the entire duration of the maintenance activities. The cost of re-coating the tank shall be borne by the Landlord, but any additional costs incurred to perform such coating or maintenance due to the installation or presence of the Equipment and Facilities shall be borne by the Tenant. If Tenant's costs are unreasonable, then Tenant shall have the right to terminate this Lease by so notifying Landlord in writing.

6. Maintenance, Repair and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair or replace the Equipment and Facilities. Tenant shall also be responsible for repairing any damage Tenant causes to the Premises, the Property or the Easement Areas **within 60 days of reported damage (weather permitting)**. All improvements shall be subject to all applicable codes, permits, and approvals of the Landlord which shall not be unreasonably withheld.

(b) Tenant shall have the right to modify, supplement, replace or upgrade the Equipment and Facilities within the Premises at any time during the term of this Lease, subject to the design, location, and orientation limitations identified by Section I (b) of this Lease; provided, however, that any such modification, supplement, replacement or upgrade shall first be reviewed by Landlord for Landlord to determine and approve that such complies with all of Landlord's health and safety considerations with regard to the Premises and the Property, such approval not to be unreasonably withheld or denied. The Equipment and Facilities shall remain the exclusive property of St. Clair County, and St. Clair County shall have the right to remove all or any portion of the Equipment and Facilities at any time during the term of this Lease and at the end of the term and St. Clair County shall repair any and all damage to the Premises, the Property and any other property of Landlord resulting therefrom.

(c) Tenant shall bear the costs for inspection services required to ensure Tenant work performed in installation, modification, or maintenance of equipment and facilities, has not caused or created operational or other damages affecting the Landlord's property, premises, or easement areas at the time of initial installation and in the future upon Landlord concern. All repairs as a result of the inspection report attributed to work performed by the Tenant will be at the Tenant's cost until fully remediated.

7. Utilities. Tenant shall pay any utilities charges to the Property incurred as a result of Tenant's use of the Premises. Tenant shall have the right, at Tenant's expense, to install utilities within the Premises or the Easement Areas and to install or improve utilities on the Premises or the Easement Areas (including, but not limited to, the installation of emergency power generators and fuel tanks) as shown in Exhibit D and subject to approval by the City. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the charges for all utilities attributable to Tenant's use within thirty (30) days of being billed by Landlord for such charges.

8. Access. Landlord hereby grants Tenant the rights for ingress, egress and access to the Premises and the Easement Areas to service the Premises and the Equipment and Facilities at all times 24-hours-a-day, 7 days-a-week during the term of this Lease or any Extension Term. Any rights provided hereunder shall have the same term as this Lease. Tenant may, at Tenant's option, install a security fence and other security measures at and around the Communications Equipment; provided however that any security measures installed by Tenant must not interfere with Landlord's operations or the operations of Landlord's other pre-existing tenants and licensees at the Property and Landlord shall have immediate access thereto at request of Landlord.

9. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Tenant fails to provide the services required any other consideration obligations of Tenant in Paragraph 4 of this Lease; within thirty (30) days of its receipt of written notice that such consideration has not been rendered;

(b) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period;

(c) if the Equipment and Facilities or Tenant's use of the Premises are not in compliance with the Laws beyond the applicable cure period in subparagraph (b).

10. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) by either party upon ten (10) days' written notice in the event of a Default beyond the applicable cure period;

(b) by either party upon one hundred twenty ( 180) days' written notice for any other reason;

(c) by Tenant if it at any time ceases operation of its wireless public emergency communications system for which the Lease has been secured by Tenant;

(d) by Tenant immediately upon written notice if the Property, Premises, Easement Areas or Equipment and Facilities are destroyed or damaged so as to substantially and adversely affect the effective use of the Equipment and Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction;

(e) at the time title of all or a portion of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Property unsuitable for Tenant's use. Tenant shall not be entitled to any

condemnation award. Sale of all or part of the Property to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain. Landlord shall notify Tenant in writing within ten (10) days after it receives notice of any actual or contemplated condemnation proceedings.

11. Obligations upon Termination or Expiration. Upon termination of this Lease, including termination upon expiration of this Lease, Tenant shall remove the Equipment and Facilities from the Premises, repair any damage caused thereby and shall surrender the Premises and the Easement Areas in as good order and condition as when first occupied by Tenant, ordinary wear and tear and damage not caused by Tenant excepted. Any property which is not removed by Tenant within thirty (30) days after the expiration or earlier termination of this Lease shall, upon the expiration of thirty (30) day period, become the property of Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property.

12. Taxes. Tenant shall pay when or before due any personal property taxes assessed on, or any portion of such taxes attributable to, the Equipment and Facilities. However, Tenant shall pay within thirty (30) days of being billed by Landlord, as additional consideration, any increase in real property taxes levied against the Property or the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date) which is directly attributable to Tenant's use of the Property or the Premises, and Landlord agrees to furnish proof of such increase to Tenant. Landlord agrees to reasonably assist Tenant (if and to the extent necessary), at Tenant's cost, in any appeal of such tax assessment.

13. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance is an aggregate amount of \$2,000,000.00, and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain and by providing a certificate of insurance to Landlord. All such policies or certificates shall provide that they may not be canceled except upon thirty (30) days prior written notice to Landlord. A certificate of self-insurance may be used by Tenant to satisfy this insurance requirement.

14. Hold Harmless.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair or removal of the Equipment and Facilities or Premises, or the breach of this Lease, except to the extent attributable to the wrongful acts, omissions or negligence of Landlord, its employees, agents or independent contractors. Landlord shall be responsible for liability that results solely from the wrongful acts, omissions or negligence of

Landlord; provided that the parties agree that under no circumstances shall Landlord or Tenant be deemed to have waived sovereign immunity, nor shall Landlord be subject to any action in damages arising from breach of this Lease. Nothing in this agreement, however, shall preclude the Tenant from pursuing equitable and legal remedies for an alleged breach by Landlord including but not limited to administrative appeal, specific performance, or injunctive relief except as otherwise expressly limited herein.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given (and deemed delivered upon receipt) if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Landlord, to:

City of O'Fallon, Illinois  
255 S. Lincoln  
O'Fallon, Illinois 62269  
c/o City Engineer  
Phone Number: (618) 624-4500

If to Tenant, to:

St. Clair County Illinois  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord owns the Property and Premises and has good, marketable title to the Property and Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of the Premises; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

17. Environmental Laws.

(a) Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in the attached Exhibit E).

(b) Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Property.



(c) Landlord is aware of no pre-existing environmental contamination on or about the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Landlord's activities on the Property.

(d) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

18. Assignment and Subleasing. Landlord hereby consents to and agrees that Tenant may from time to time assign this Lease or transfer rights and obligations or grant licenses for the Premises to St. Clair County ETSB or other county related entity. An assignment to St. Clair County ETSB or other county related entity can be completed by written notice from St. Clair County or other county related entity to Landlord. In the event of such a permitted assignment or transfer, this Lease shall continue as a direct lease between Landlord and transferee, and the original Tenant shall be released from any and all future liability hereunder provided that the permitted transferee agrees in writing to be bound by the terms of this Lease and is legally so bound.

Tenant may not otherwise assign this Lease or sublease the Premises or any portion thereof without first obtaining Landlord's prior written consent, which consent Landlord may withhold, condition or delay in its sole discretion.

19. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

20. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment and Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord agrees that St. Clair County may file a security interest under the Uniform Commercial Code in its personal property and the Equipment and Facilities.

21. Miscellaneous.

(a) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in

writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(t) This Lease shall be construed in accordance with the laws of the state in which the Property is located. Any court action brought under the Lease must be brought in , St. Clair County, Illinois.

(g) If any term of this Lease if found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

EXHIBIT A

Legal Description

N. Seven Hills Road and Moye School  
O'Fallon, Illinois 62269  
Lat 38-37-29 Long 89-53-55

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 16, T. 2 N., R. 7 W. OF THE THIRD PRINCIPAL MERIDIAN.

Permanent Parcel # 04-16-0-100-003

## **EXHIBIT B**

### Premises

The location and orientation of the Premises is as follows:

N. Seven Hills Road and Moye School  
O'Fallon, Illinois 62269  
Lat 38-37-29 Long 89-53-55

See the attached Drawing.

Notwithstanding anything herein to the contrary, Tenant acknowledges and agrees that its use of the Premises are non-exclusive and shall be in conjunction with other communications providers and other users, whether existing at the time of commencement of the lease or thereafter, and Tenant and all such other users collocating on the Premises shall avoid interference with each other and shall be required to coordinate placement antennae, cables and other facilities so as to reasonably avoid interference and maximize the available space for such collocation.

## **EXHIBIT C**

### Easement Areas

The location and orientation of the Easement Areas are as follows:

See the attached Drawing.

## EXHIBIT D

### Equipment and Facilities

The Equipment and Facilities are described as follows:

See the attached Drawing.

## EXHIBIT E

### Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Illinois state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.

