

## RADIO TOWER LEASE AGREEMENT

State of Ohio  
County of Cuyahoga

KNOW ALL MEN BY THESE PRESENTS, THAT: This Radio Tower Lease Agreement, hereinafter referred to as "Lease", is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, between Cuyahoga County, Department of Public Safety & Justices Services, Cuyahoga Emergency Communications System (CECOMS), hereinafter referred to as "Tenant" and Alan L. Vasu, dba/Vasu Systems, with offices at:

Alan L. Vasu, dba  
Vasu Systems  
2432 Ridgeland Dr.  
P.O. Box 236  
Avon, OH 44011

hereinafter referred to as "Landlord".

### WITNESSETH:

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, space on a radio tower structure and associated real property owned and operated by Landlord, hereinafter referred to as "Leased Premises". Said Leased Premises being located at 351 Pearl Rd., Brunswick, County of Medina, State of Ohio and said tower being located at Latitude 41° 15' 58" N, Longitude 081° 50' 18" W, more or less.

2. Communications Equipment: Landlord hereby grants permission to Tenant to install and operate the following described communications equipment, and associated equipment on or in the Leased Premises:

- A. Two (2) Sinclair SRL-410C9 antennas not to exceed two (2) square feet of wind load at approximately the One Hundred Seventy Foot (170') level and the One Hundred Eighty Foot (180") level and two (2) cabinets of floor space in landlord's building.

For the purpose of this agreement, all of Tenant's equipment, building, panels, cables, wires, antennas, and accessories shall hereinafter collectively be referred to as "Communications Equipment or Communications Center".

3. Term: The primary term of the Lease shall be for Twelve (12) months and shall commence on January 1, 2012 and shall terminate on December 31, 2012.

4. Rent: During the term of the Lease, as rental for the Leased Premises, Tenant will pay Landlord at the address designated in Paragraph number 1, the sum of Eight Thousand Three Hundred Forty Dollars (\$8,340.00) payable in advance including Thirty-five Dollars (\$35.00) per month for electric and Fifty Dollars (\$50.00) per month for generator power. The yearly rental rate shall be adjusted at the end of each one (1) year term and each adjustment shall be 3% per year.

5. Use: Tenant will use the Leased Premises for the purpose of constructing and operating a Communications Center. Tenant will abide by all Local, State and Federal Laws and obtain all permits and licenses necessary to operate its system. Tenant shall use the Leased Premises for no other purpose, without the prior written consent of Landlord.

6. Access: Landlord agrees that during the term of this Lease or its extensions as hereinafter provided, Tenant shall have reasonable ingress and egress on a 24 hour basis to the Leased Premises for the purpose of maintenance, installation repair and removal of said Communications Equipment. It is agreed, however, that only authorized engineers or employees of Tenant, or persons under Tenant's direct supervision, will be permitted to enter the said Leased Premises.

7. Utilities: Landlord shall supply power for Tenant. Tenant requirements will be 110 V and not to exceed 200 watts per hour.

8. Holding Over: If Tenant should remain in possession of the Leased Premises after the expiration of the primary term or any extension of this Lease, without the exercise of an option or the execution by Landlord and Tenant of a new Lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Lease and at a monthly rental of one and one-half (1.5) the per month rental then provided hereby.

9. Notice: Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addresses as follows:

**Tenant:**

Cuyahoga County  
CECOMS  
1255 Euclid Ave., #102  
Cleveland, OH 44115  
216-443-5700

**Landlord:**

Alan L. Vasu, dba  
Vasu Systems  
P. O. Box 236  
Avon, OH 44011  
440-934-5268

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of Tenant or Tenant's agents, employees or contractors occurring during the term of this Lease or any extensions in or about the Leased Premises. Landlord in turn agrees to indemnify and save Tenant harmless from all claims (including cost and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors or other tenants of Landlord occurring during the term of this Lease.

11. Termination: Tenant shall have the right to terminate this Lease at any time upon thirty (30) days written notice of termination of this lease. Upon termination, neither party will owe any further obligation under the terms of this Lease, except for Tenant's responsibility of removing all of its Communications Equipment from the Leased Premises and restoring the areas occupied by Tenant to as near as practicable to its original condition, save and except normal wear and tear and acts beyond Tenant's control.

12. Defaults and Remedies: Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this lease until:

- A. In the case of a failure to pay rent or other sums due under this lease, thirty (30) days after receipt of written notice thereof from Landlord, or;
- B. In the case of any other default, thirty (30) days after however, where any such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under the Lease if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals, and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney, or by other legal procedures, Landlord shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred upon said collection.

13. Fixtures: Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be and remain the property of the Tenant.

14. Other Conditions:

- A. Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
- B. Landlord covenants that the Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Landlord, any person or persons claiming under the Landlord or any other tenant of the Landlord.

- C. Landlord assumes no responsibility for the license, operation and/or maintenance of Tenant's antennas. However, Landlord does have the responsibility of maintaining the tower and of observing tower lights and maintaining records including notification to Federal Aviation Administration of any failure and repairs and correction of same.
- D. Landlord covenants and agrees that, at all times during the continuance of this lease, Tenant shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this lease or the leaseholder's interest of the Tenant created hereby, together with all of the Tenant's right, title and interest in and to improvements hereinafter constructed, erected or placed on the leased Premises by Tenant, provided always that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the Landlord, as provided herein. Tenant shall have the right to assign the lease to an affiliate without the consent of the landlord.
- E. Tenant covenants and agrees that Tenant's Communications Equipment, its installation, operation and maintenance will:
  - 1) Not irreparably damage the radio tower structure and accessories thereto.
  - 2) Not interfere with the operation of Landlord's radio equipment or the radio equipment of other tenants currently on said tower. In the event there is interference by Tenant, Tenant will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If Tenant is unable to eliminate such interference caused by it within a reasonable period of time, Tenant agrees to remove its antennas from Landlord's property and this agreement shall terminate.
  - 3) Not interfere with the maintenance of Landlord's tower and the tower lighting system.
  - 4) Comply with all applicable rules and regulations of the Federal Communications Commission and electrical codes of the City and/or State concerned.

- F. If the Leased Premises is damaged for any reason so as to render it substantially unusable for Tenant's use, rent shall abate for such period not in excess of ninety (90) days while Landlord, at its expense, restores Landlord's Tower and/or Building to its condition prior to such damage. Provided however, in the event Landlord fails to repair the Leased Premises within said ninety (90) day period, Tenant shall have the right to terminate this lease with no further obligations hereunder.
- G. During the term of this Lease, Landlord will not grant a similar lease to any other party if such grant would in any way adversely affect or interfere with Tenant's use of its Communications Equipment. In the event of any interference, Landlord shall take all steps necessary to correct and eliminate same within a reasonable period of time. If Landlord is unable to eliminate the interference within a reasonable period of time, Landlord shall be obligated to remove subsequent tenant's antenna(s) from Landlord's property.

15. Entire Agreement and Binding Effect: This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit, nor amplify the provisions of this Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment and subletting by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year above written.

LANDLORD

WITNESS: Karen M. Kruke BY: Alan L. Vasu Alan L. Vasu

DATE: 2/8/2012

STATE OF Ohio ) SS. ACKNOWLEDGMENT  
COUNTY OF Columbiana

BEFORE ME, the above signed authority, on this day personally appeared known to me to be those whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that they/he being duly authorized to execute said instrument executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8<sup>th</sup> day of February 2012


Notary Public in and for the State of Ohio

Notary: Karen M. Kruke KAREN M. KRUBE NOTARY  
My Commission Expires: 12/8/2012

TENANT

County of Cuyahoga, Ohio

By: X   
Edward FitzGerald, Cuyahoga County Executive

WITNESS: ✓ BY: 

PRINT: ANDRIA RICHARDSON

DATE: March 19, 2012

STATE OF OH ) SS. ACKNOWLEDGMENT

COUNTY OF CUYAHOGA


The legal form and correctness of the within  
instrument is hereby approved.  
William D. Mason,  
Prosecuting Attorney

  
Assistant Prosecuting Attorney

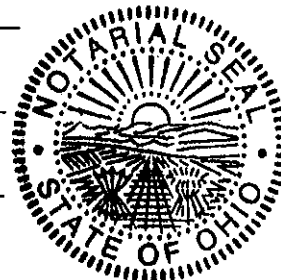
BEFORE ME, the above signed authority, on this day personally appeared known to me to be those whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that they/he being duly authorized to execute said instrument executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of March 2012

Notary Public in and for the State of Ohio

Notary: 

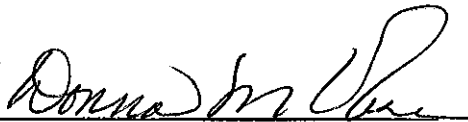
My Commission Expires: July 27, 2015



ANDRIA RICHARDSON  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 7/27/15



BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF VASU SYSTEMS, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

A handwritten signature in black ink, appearing to read "Donna M. [unclear]", is written over a horizontal line.

PROVIDER

**CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.**

Check all applicable boxes.

**BUSINESS NAME:** Alan L. Vasu, dba/Vasu Systems

☒ **CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:**

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(I)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

☐ **CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:**

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

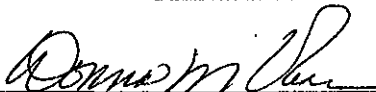
- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(I)(1) or 3517.13(J)(1) of the Ohio Revised Code, or

☐ **IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(I)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.**

Donna M. Vasu

PRINTED NAME



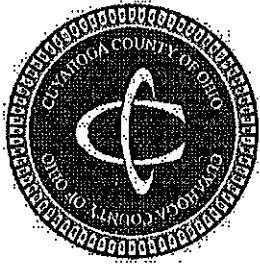
SIGNATURE

Owner

TITLE

1-16-2012

DATE



## MEMORANDUM

### MULTIPLE VENDOR PRINCIPAL OWNER (S) IDENTIFICATION SHEET

Please complete the following information:

If there is more than one (1) owner, please complete information for those person(s) as well.

Vendor's Legal Name	Alan L. Vasu, dba/Vasu Systems
Primary Owner	Alan L. Vasu
Title	Owner
Address	P. O. Box 236
	Avon, OH 44011-0236

Vendor's Legal Name	Alan L. Vasu, dba/Vasu Systems
Primary Owner	Donna M. Vasu
Title	Owner
Address	P. O. Box 236
	Avon, OH 44011-0236

Vendor's Legal Name	
Primary Owner	
Title	
Address	

Vendor's Legal Name	
Primary Owner	
Title	
Address	

Vendor's Legal Name	
Primary Owner	
Title	
Address	

# Audit Search - Results

Entity Name or Report Title    County

VASU Systems                      Cuyahoga

Your search returned 0 records

\* Denotes Findings for Recovery

<u>Entity Name</u>	<u>County</u>	<u>Report Type</u>	<u>Entity Type</u>	<u>Report Period</u>	<u>Release Date</u>
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[Back to Search](#)  
[Back to Search](#)

*Juan Ortiz*  
1/13/2012



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/16/2009	200934900886	TRADE NAME RENEWAL (RNR)	25.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

VASU SYSTEMS  
PO BOX 236  
AVON, OH 44011

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner****1144917**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**VASU SYSTEMS**

and, that said business records show the filing and recording of:

Document(s)

**TRADE NAME RENEWAL**

Document No(s):

**200934900886**

United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 14th day of December,  
A.D. 2009.

**Ohio Secretary of State**



Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

RECEIVED  
DEC 1 4 2009

SECRETARY OF STATE

## RENEWAL OF TRADE NAME REGISTRATION

1. The Registration Number to be renewed is: **1144917**
2. The trade name to be renewed is:  
**VASU SYSTEMS**
3. The date of original registration is: **April 3, 2000**
4. The applicant is: (check appropriate item)
  - ☒ an individual
  - ☐ an Ohio corporation, Charter Number: \_\_\_\_\_
  - ☐ a foreign corporation, incorporated in the state of: \_\_\_\_\_
  - ☐ a General Partnership
  - ☐ a Limited Liability Company
  - ☐ a Limited Partnership; County in Ohio where certificate /application of limited partnership is filed: \_\_\_\_\_
  - ☐ a Professional association
  - ☐ an association
  - ☐ a Society, Foundation, Federation or other organization

5. The name of the applicant designated in Item 4 is:

Alan L. Vasu

(Note: When the applicant is a partnership, the name of the partnership must appear on this line)

6. The business address of the applicant is:

2636 Center Rd., Avon, OH 44011

(Street address only, P.O. Box not acceptable)

Avon

Lorain

OH

44011

(City, Village or Township)

(County)

(State)

(Zip Code)

7. Complete only if applicant is a partnership:

Names of All General Partners

Complete Residence Address

_____	_____
_____	_____
_____	_____

This document is signed by a corporate officer, general partner, association member or officer, or the individual applicant.

By: Alan L. Vasu