

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 _____ 2013, between Cuyahoga County, Ohio, on behalf of the 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: 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 Thirty-six (36) months and shall commence on January 1, 2013 and shall terminate on December 31, 2015.

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 Five Hundred Ninety Dollars and Twenty Cents (\$8,590.20) annually payable in advance including Thirty-five Dollars (\$35.00) per month for electric and Fifty Dollars (\$50.00) per month for generator power.

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:

Landlord acknowledges that as an Ohio political subdivision, the Tenant is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Lease or any other contract or agreement between Landlord and Tenant may be interpreted to obligate the Tenant to indemnify or defend Landlord or any other party. The parties agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of the covenants of the 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.

16. Governing Law and Jurisdiction. This Lease shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Lease, and each party consents to the exclusive jurisdiction of such courts. Landlord hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

17. No Apparent Authority/Proper Approvals. Landlord recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the Tenant to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance. The Tenant's failure to require performance of any provision of this Lease, or if it requires performance and does not follow through, shall not affect the Tenant's right to require performance at any time thereafter.

18. Public Records. All parties hereto acknowledge that Tenant is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the Tenant and any and all documents in any format or media.

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: 2/13/2013

STATE OF Ohio) SS. ACKNOWLEDGMENT
COUNTY OF Lorain

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 13th day of February 2013

Notary Public in and for the State of Ohio

Notary: Karen M. Kruke KAREN M. KRUBE

My Commission Expires: 12/8/2017

COUNTY OF CUYAHOGA, OHIO

Ed FitzGerald

Edward FitzGerald, County Executive

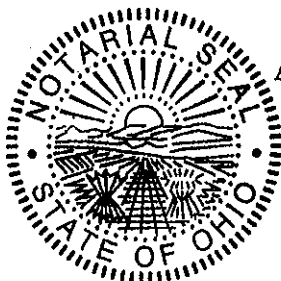
Date: 3/4/13

In, Cleveland (city/town), County of Cuyahoga, State of Ohio, on the 4th day of March, 20 13, before me, a Notary Public in and for the above state and county, personally appeared Matt Carroll—on behalf of County Executive Edward FitzGerald pursuant to Executive Order O2011-0002—known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument in his authorized capacity for the purposes therein contained as his free and voluntary act and deed.

Andria Richardson

NOTARY PUBLIC

My Commission Expires: July 27, 2015



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