

COMMUNICATIONS TOWER LEASE (FOR COMMUNICATIONS EQUIPMENT)

THIS LEASE AGREEMENT is made and entered into this 1st day of _____, 2026 by and between The City of Lorain (hereinafter referred to as “Lessor”) and Cleveland Communications Inc., an Ohio corporation (hereinafter referred to as “CCI” or “Lessee”); and

WHEREAS, Lessee provides communications services to the City of Lorain and other local governments for use by their Police, Fire, EMS, and Dispatchers; and

WHEREAS, Lessee desires to Lease space on the Lessor’s water tower roof top located at 1217 Plant St. Lorain, OH 44054, for the purpose of locating communication antennas and related apparatus that Lessee utilizes to facilitate communications between safety forces that service to Lessor’s community and other local governments; and

NOW THEREFORE, LESSOR AND LESSEE AGREE AS FOLLOWS:

1. PREMISES LEASED. Pursuant to the provisions set forth herein, Lessor hereby agrees to lease unto the Lessee a space for locating Lessee’s antenna and related apparatus on the Lessor’s water tower located at 1217 Plant St. Lorain, OH 44054

2. TERM. The initial term of this Lease shall be for a period of Five (5) years and commence on the 1st day of _____, 2026.

3. EQUIPMENT INSTALLATION. Lessee shall be responsible for installation of its own equipment on and in the building and such installation of said equipment shall be within the accepted engineering standards for placement of such equipment. Lessee shall have the transmission cable permanently affixed between the antenna mount and the entry access by means of a messenger cable, tray or other such suitable method. Its installation as well as the antenna placement must be planned with and approved by Lessor prior to commencement of the work. Lessor reserves the right to inspect Lessee’s installation work.

4. EQUIPMENT TO BE INSTALLED. Lessee may install that equipment listed in Schedule A, attached. Changes from this schedule must be approved in advance by Lessor prior to installation. Lessee will provide as built drawings and pictures of the installation.

5. REMOVAL OF EQUIPMENT. Upon termination of this lease, the Lessee shall, within sixty (60) days from the date of termination, remove any and all of Lessee’s equipment from the premises of the Lessor. Such removal shall be made within the accepted engineering standards for removal of such equipment and such removal shall be made in such a manner as to not damage the tower or any of the Lessor’s equipment located in or on said tower. Any damage caused by the removal of such equipment shall be repaired immediately by Lessee or its contractor at Lessee’s expense. All removal work must be approved prior to commencement and once again upon completion.

6. RENT & RENEWAL. In light of the hole fill nature of this site, no rental amount is contemplated. This Lease shall automatically renew for successive terms of Five (5) years each, unless Lessee notifies Lessor of its intent to terminate such Lease on or before sixty (60) days prior to the expiration of the then current term of the Lease. If no notification is received by Lessor from Lessee sixty (60) days prior to the expiration of the term, then the Lease shall automatically renew for an additional term. Such notification by Lessee to Lessor shall be by certified mail with return receipt requested or by overnight delivery through U.S.P.S., FedEx, UPS or similar overnight delivery service, with tracking, at the address shown on the signature page.

7. TERMINATION OF LEASE. This Lease may be terminated by either party for cause, provided the terminating party provides the other with a One Hundred Eighty (180) Day cure period with written notice of said termination. If the Lessor intends to terminate the lease, Lessor will negotiate in good faith for the use of the assets provided by Lessee through the remainder of the lease term.

8. ACCESS TO PREMISES. Lessee and/or properly authorized and technically trained personnel whose names shall be supplied in writing to the Lessor, shall have access to Lessee's equipment at all times in order to maintain and repair said equipment.

9. MAINTENANCE AND REPAIR. Lessee shall be responsible for all maintenance and repair in connection with its equipment installed on/in the building. Lessor shall not be responsible for any such upkeep or repair of said equipment. Lessor agrees to keep and maintain the building in a good condition at its own expense.

10. EQUIPMENT. Lessee may install equipment as described in the attached "Schedule A".

11. DESTROYED OR STOLEN EQUIPMENT. Lessor shall not be responsible for any of Lessee's equipment, which may be destroyed, stolen or damaged. Lessee shall carry adequate insurance coverage for such equipment.

12. LESSEE'S INSURANCE. Lessee shall obtain and maintain sufficient liability insurance to protect against loss, damage or injury in an amount agreed to by the Lessor and Lessee. Lessee shall add Lessor as an additional insured on its policy.

13. ASSIGNMENT. Lessee may not assign this Lease without the consent of the Lessor, and Lessor may not assign this Lease without the consent of Lessee, said consent not to be unreasonably withheld by Lessor. Said Lease shall be enforceable against a successor Lessee. This Lease shall run with the land and be enforceable against any successor owner or assignee in perpetuity.

14. DEFAULT. The following event shall constitute a default on the part of the Lessee hereunder: The breach or failure of Lessee to observe or perform any of its obligations

hereunder. Prior to declaring said default, the Lessor shall give notice to Lessee of its default and give Lessee sixty (60) days to correct the condition(s) that Lessor has determined constitutes default. Said cure period may be extended by agreement of the parties.

16. MARKING AND LIGHTING REQUIREMENTS. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking requirements, which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Should Lessee be cited by either the FCC or the FAA because its site is not in compliance, and if Lessor does not cure the conditions of non-compliance within the time frame allowed by the citing agency, Lessee may terminate its Lease immediately upon notice to Lessor.

17. ELECTRICAL POWER. Lessor shall provide adequate current service to operate Lessee's equipment at Lessee's expense. Lessee shall if necessary, install such electrical circuitry required to supply its equipment.

19. INVALID PROVISION. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

20. COMPLETE AGREEMENT. This Lease, executed by the parties hereto, contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing and signed by the parties hereto. Each party executing this Lease affirms it has the necessary authority to act on behalf of the entity it represents.

WITNESS OUR HANDS on this _____ day of _____ 2026.

LESSOR:

LESSEE:

City of Lorain
200 E. Erie St.
Lorain, OH. 44052

Alan L. Close, President
Cleveland Communications, Inc.
5220 Hauserman
Parma, Ohio 44130

Approved as to form:

Patrick D. Riley
Lorain Law Director

STATE OF OHIO, COUNTY OF LORAIN

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026
by Alan L. Close.

Notary Public

STATE OF OHIO, COUNTY OF LORAIN

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2026 by the City of Lorain

Notary Public

EXHIBIT "A"

- 1- Contract for installation/maintenance.