

RECORD OF RESOLUTIONS

Resolution No. 2021-01R

Passed January 19, 2021

**A RESOLUTION AUTHORIZING THE CITY
MANAGER TO ENTER INTO A LEASE
AGREEMENT WITH AT&T WIRELESS (DBA
CINGULAR WIRELESS PCS, LLC) FOR A
WIRELESS TOWER LOCATED AT 1111 GRAY
DRIVE**

WHEREAS, the Law Director's office at the direction of City staff negotiated a lease agreement with AT&T wireless to allow for the installation of a cellular antenna and associated equipment; and

WHEREAS, Council finds it is in the best interest of the City to enter into such an agreement, which is attached hereto as Exhibit "A"

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A
MAJORITY OF ITS MEMBERS CONCURRING:**

Section 1. Council hereby authorizes the City Manager to execute the Lease Agreement with AT&T attached hereto as Exhibit "A".

Section 2. This resolution shall become effective at the earliest period authorized by law.

APPROVED BY: _____

Lee A. Gray, Mayor

DATE OF APPROVAL: _____

January 19, 2021

EFFECTIVE DATE: _____

January 19, 2021

ATTEST: _____

Heather Moore, City Clerk

SPONSOR: CONSENT AGENDA

APPROVED AS TO FORM &
LEGALITY OF PURPOSE: _____

Philip K. Hartmann, Law Director

Exhibit A

Market: OHPA
Cell Site Number: SOH3572
Cell Site Name: Refugee Rd
Fixed Asset Number: 12687809

OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Pickerington, an Ohio municipal corporation, having a mailing address of 100 Lockville Road, Pickerington, Ohio 43147 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE - 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land (the "**Property**"), as described on **Exhibit 1**, improved with a water tower (the "**Water Tower**"), together with all rights and privileges arising in connection therewith, located at 1111 Gray Drive, Pickerington, in the County of Fairfield, State of Ohio (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the outside surface of the Water Tower and certain interior and/or exterior space at or immediately adjacent to the Water Tower ("**the Tower Space**") on the Landlord's Water Tank together with a parcel of land approximately 336 square feet near the base of the Water Tower (the "**Equipment Space**") sufficient for the installation of Tenant's equipment building; together with the non-exclusive right ("**the Right of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way of appropriate width as reflected in the survey to be attached as **Exhibit 2** extending from the nearest public right-of-way, to the Equipment Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Equipment Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Equipment Space, Right of Way and Further Rights of Way, if any, are substantially described in **Exhibit 2**, attached hereto and made part hereof and are collectively referred to hereinafter as the "**Premises**."

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion 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 Permitted Use, all at Tenant's expense. Prior to such entry, Tenant will provide Landlord with forty-eight (48) hours' notice of its intended entry and activities on the Property, with contact information including name, title, and phone number for

a Tenant representative or agent who will be on-site for such entry and activity. Tenant will 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 will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Thousand and No/100 Dollars (\$5,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of six (6) months commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for one additional term of six (6) months (the "**Renewal Option Term**") only upon written notification to Landlord, the payment of an additional Five thousand and No/100 Dollars (\$5,000.00) to Landlord no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant (but only in conjunction with a complete assignment of this Agreement) to (i) an Affiliate (as that term is hereinafter defined) of Tenant, or (ii) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located... Otherwise, the Option may only be sold, assigned or transferred with the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant as set forth in (i) or (ii) above or a third party agreeing to be subject to the terms hereof and consented to by Landlord, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property,**") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE

Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories, improvements, equipment shelters or cabinets as shown in more detail on **Exhibit 3** attached hereto (collectively, the "**Communication Facility**") The portion of Tenant's Communications Facility mounted to the top of the Water Tower shall be a custom Pod Mount with a self-contained antenna platform for a mini-monopole located thereon as shown on **Exhibit 4** attached hereto (hereinafter the "**Pod System**"). Tenant further has the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord (collectively, the "**Permitted Use**"). **Exhibit 3 and/or Exhibit 4** includes drawings of the initial installation of the Communication Facility including the Pod System, and shows any additional requirements of Landlord for the Communication Facility such as techniques to minimize the visual impact of Tenant's installations and equipment, including but not limited to painting to match the Water Tower or installing lines underground. Thereafter, Tenant has the right

to modify, supplement, replace, upgrade, expand the equipment, except for any additional antennas, at any time during the term of this Agreement without Landlord's consent (but with coordination of such work with Landlord as set forth herein) provided that such changes are all located exclusively on the Pod System or in Tenant's Equipment Space and have received applicable Government Approvals (as defined in Section 5 of this Agreement). For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") which includes without limitation, the remainder of the Water Tower not in use by other Tenants) as may reasonably be required during construction and installation of the Communication Facility; provided, however, that prior to commencement of construction activities Tenant shall meet and confer with personnel selected by Landlord to develop a mutually acceptable plan for construction activity and staging areas. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet provided, however, that Tenant shall be solely responsible for repair of disturbed ground or other Landlord property as reasonably practicable to the condition that existed prior to the disturbance. Tenant will be allowed to make such alterations to the Premises, in consultation with Landlord, in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

The Pod System should not interfere with Landlord's maintenance of the Water Tower. However, in the event that any portion of the Communications Facility does interfere with Landlord's maintenance, Tenant acknowledges that upon written request of Landlord with reasonable advance notice and at Tenant's expense Landlord may require Tenant to remove certain equipment at the Communication Facility temporarily for Landlord to paint the Water Tower but in no event shall Tenant be required to remove the Pod System.

Tenant shall maintain the Premises including, but not limited to keeping the area clear of trash, debris, unused/obsolete equipment, and the like. Additionally, Tenant shall maintain and upkeep the Premises in a manner and with a frequency that fully satisfies the reasonable requirements of Landlord.

Notwithstanding anything to the contrary contained in this Agreement, Tenant understands, acknowledges and agrees that Tenant's use of the Premises shall not interfere with the Landlord's use of the Water Tower as part of the Landlord's water distribution system on Landlord's Property. Tenant acknowledges that Tenant's use of the Premises shall at all times be subordinate to Landlord's use of the Water Tower as a water distribution facility.

No construction on the Property will be commenced without coordination with and written approval from Landlord's representative (or his successor or appointee). To facilitate this approval, Tenant shall meet with Landlord's representative to develop a construction schedule and plan which will coordinate with and accommodate Landlord's programming of surrounding facilities and the construction of the Communications Facility as set forth on **Exhibit 3**.

Further, upon Tenant's completion of construction, Tenant shall provide Landlord with "as-built" drawings detailing any and all utility installations and/or modifications.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Rent during such Annual Terms shall be equal to one hundred three percent (103%) of the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to payment of rent due on the first of each month in an amount equal to one-twelfth of one hundred three percent (103%) of the previous annual rent, and further subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT**

(a) Tenant will pay Landlord an annual rent in advance in the amount of Thirty Two Thousand and No/100 Dollars (\$32,000.00) (the "**Rent**"), commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**") and annually each year thereafter no later than the fifth (5th) calendar day following the anniversary of the Rent Commencement Date, at the address set forth above. Notwithstanding the foregoing, Landlord and Tenant acknowledge that the Rent payment for the first lease year will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) On each anniversary of the Rent Commencement Date during the Initial Term, and during any Extension Terms exercised, Tenant agrees to pay Landlord an annual rent increase of three percent (3%) over the Rent paid during the previous year. For the avoidance of doubt, (i) Tenant will pay Landlord on or before the fifth (5th) calendar day following each anniversary of the Rent Commencement Date, the total annual rent for that year, calculated as the previous year's rent plus a three (3) percent increase; and (ii) the 3% annual increase shall also apply upon commencement of any Extension Term. The annual Rent payment schedule for the Initial Term and any Extension Terms is stated and incorporated herein in **Exhibit 5**.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to Rent, which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) As an additional condition of this Agreement, Tenant shall be required to pay Landlord a one-time only payment of Two Thousand Five Hundred Dollars (\$2,500.00) for Landlord's costs associated with the Landlord's use of its preferred engineering, technical, architectural, legal and/or other technical service firms in

providing assistance to Landlord in reviewing and negotiating the terms of this Agreement and any revisions to the site location. Tenant shall make such payment within forty-five days after full execution of this Agreement.

5. APPROVALS

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and excepting City of Pickerington approvals, agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION.

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant during any Extension Term upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty. The termination right set forth in this Section 6(d) is not available to Tenant during the Initial Term.

7. INSURANCE

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Upon written request of Landlord,

Tenant shall provide Landlord a certificate of insurance for proof of such insurance. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant will interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within forty-eight (48) hours after receipt of written notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" means degradation of radio frequency signals which is measurable in accordance with then existing industry standards applicable to the then existing equipment of Tenant as well as any physical obstruction with or of Tenant's Communications Facility.

9. INDEMNIFICATION.

(a) 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 attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) When seeking indemnity, Landlord: (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when written notice is given.

10. WARRANTIES

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Water Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL

(a) Landlord represents and warrants, except as may be identified in **Exhibit 6** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, written notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. Landlord agrees the Tenant shall have free access to the Premises and the Water Tower at all times for pedestrian and vehicular access for the purpose of installing and maintaining the Communication Facility at no additional charge to Tenant. Landlord grants to Tenant an easement for access over Landlord's Property to the Communications Facility in those areas as shown on **Exhibit 2** attached hereto. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to this site and Water Tower location and, if requested by Tenant, Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 7**. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted to enter said Premises. It is understood that during construction or maintenance, Tenant will utilize, or cause to be utilized, heavy trucks and equipment which may cause some damage to Landlord's Property. As such, it shall be the Tenant's sole responsibility to repair and/or replace, at Tenant's sole cost and expense, to the Landlord's specifications and reasonable satisfaction, any and all damaged portions of Landlord's Property. In addition, Tenant will post a sign, approved by Landlord's staff, stating an emergency telephone number for the purpose of contacting Tenant or Tenant's agents.

13. REMOVAL/RESTORATION . All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days after the termination of this Agreement, Tenant shall remove all of Tenant's above-ground improvements including all of Tenant's equipment located on the Water Tower (including but not limited to the Pod System) and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and other causes beyond Tenant's control excepted.

14. MAINTENANCE/UTILITIES

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance written notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If

the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the reasonable costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE

Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement or sublet the Premises without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES.

All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #SOH3572; Cell Site Name: Refugee Rd (OH)
Fixed Asset No.: 12687809
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #SOH3572; Cell Site Name: Refugee Rd (OH)
Fixed Asset No.: 12687809
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: AT&T Mobility
Attn: Manager Real Estate and Construction – C83
Re: Cell Site #SOH3304; Cell Site Name: Pickerington North (OH)
Fixed Asset No.: 12934525
8372 E. Broad Street
Floor 2 – South
Reynoldsburg, OH 43068

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Pickerington
100 Lockville Road
Pickerington, OH 43147

Either party hereto may change the place for the giving of written notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide written notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorated basis.

19. CASUALTY Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, at locations to be approved by Landlord, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional

Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within ninety (90) days, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may not exercise such right without having provided to Landlord written notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as

Exhibit 8. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state of Ohio, without regard to conflicts of law. Parties agree to jurisdiction in federal or state courts situated in Fairfield County, Ohio.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution,

acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

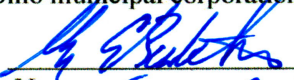
(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

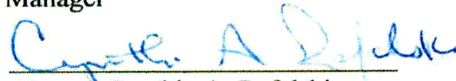
City of Pickerington,
an Ohio municipal corporation

By: 
Print Name: Gregory C. Butcher
Its: City Manager
Date: 1/21/21

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Cynthia A. Rafalski
Its: Manager Real Estate and Construction
Date: 12-15-2020

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss:

On the 15th day of December, 2020, before me personally appeared Cynthia A Rafalski, and acknowledged under oath that she is the Sr. Mgr. RE/Const of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Corena L. Rickel, Notary Public
Neshannock Twp., Lawrence County
My Commission Expires Oct. 4, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Corena L Rickel
Notary Public: Corena L Rickel
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Ohio)
COUNTY OF Fairfield) ss:

I CERTIFY that on January 21, 2021, Greg Butcher [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the City Manager [title] of the City of Pickerington, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

Heather Moore
Notary Public: Heather Moore
My Commission Expires: March 29, 2021



HEATHER M. MOORE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 29, 2021

EXHIBIT 1

DESCRIPTION OF PROPERTY

To the Option and Structure Agreement dated January 21, 2020¹, by and between the City of Pickerington, an Ohio municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situated in the State of Ohio, County of Fairfield, City of Pickerington, Section 5, Township 15, Range 20, Congress Lands, being part of an original 54.980 acre tract of land conveyed to Rockford Homes, Inc., and BGM Development Corp., by Official Record 687, Page 31 in the records of the Fairfield County Recorder's Office and more particularly described as follows:

BEGINNING at an iron pipe set at the northwest corner of Lot 80, WINDMILLER PONDS SECTION 2, also being a northwest corner of said subdivision, as recorded in Plat Cabinet 2, Slot 30 of the records of the Fairfield County Recorder's Office;

Thence along the easterly line of a 79 acre tract as conveyed to Carl E. Smith, et al, as recorded in Deed Book 338, Page 582 and Miscellaneous Record 44, Page 460, in the Recorder's Office, Fairfield County, **North 04°17'09" East** a distance of **776.92 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence along the south line of WINDMILLER SQUARE COMMERCIAL SUBDIVISION as recorded in Plat Cabinet 1, Slot 189 and along the south line of Lot 1, Lot 2 and part of Lot 3, **South 86°01'02" East** a distance of **441.74 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south line of Lot 3, and part of Lot 4, **North 80°49'46" East** a distance of **308.16 feet** to an iron pipe set on the south line of lot 4;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south line of Lot 4, and part of Lot 5, **South 80°15'00" East** a distance of **256.87 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south of Lot 5, **South 65°39'13" East** a distance of **221.16 feet** to a 5/8" rebar with cap inscribed Rolling 5569 and a point on the westerly line of 1.633 acre ingress/egress easement also known as Windmill Farm Boulevard as shown on said Windmill Square Commercial Subdivision;

Thence continuing along the west line of said ingress/egress easement the following courses:

South 08°02'16" East a distance of **95.66 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

South 86°01'58" East a distance of **42.10 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

along a curve to the right having a Radius of **320.00 feet**, a Delta of **10°30'13"**, a Tangent

Length of 29.41 feet, a Chord Bearing of South 04°25'13" East, and a Chord of 58.58 feet, an arc length distance of 58.66 feet, to a point, referenced by a 3/4" iron pipe found South 89°49'00" East at a distance of 0.52 feet;

Thence leaving the west line of said ingress/egress easement and along the north line of a 5.001 acre tract as conveyed to R.C.L. World, LLC as recorded in OR. 1131, Page 2532, **North 89°49'00" West a distance of 569.37 feet to a 3/4" iron pipe found with cap inscribed EMH&T;**

Thence along the west line of said R.C.L. World LLC, **South 00°10'09" West a distance of 514.68 feet to a 3/4" iron pipe found with cap inscribed EMH&T on northerly right-of-way line of Gray Drive as shown on WINDMILLER DRIVE AND GRAY DRIVE DEDICATION AND EASEMENTS as recorded in Plat Cabinet 2, Slot 15;**

Thence along said northerly right-of-way line of Gray Drive with a **curve to the left having a Radius of 380.00 feet, a Delta of 40°54'57", a Tangent of 141.76 feet, a Chord Bearing of South 66°32'18" West, and a Chord Distance of 265.63 feet, an Arc Length of 271.36 feet,** to an iron pipe set;

Thence continuing along said northerly right-of-way line of Gray Drive, **South 46°04'49" West a distance of 14.92 feet to an iron pipe set at the northeasterly corner of Lot 36 of Windmill Ponds Section 1 as recorded in Plat Cabinet 2, Slot 15;**

Thence along the north line Lot 36, **North 44°18'03" West a distance of 135.16 feet to a 3/4" iron pipe found with cap inscribed Hoy 7313, being the northeast corner of Lot 82 of said Windmill Ponds Section 2;**

Thence along the north line of Windmill Ponds Section 2 and along the north line of Lot 82, Lot 81 and Lot 80, **North 85°43'10" West a distance of 398.91 feet to the TRUE POINT OF BEGINNING, passing a 3/4" iron pipe found at a distance of 154.98 feet and a 3/4" iron pipe found at a distance of 273.00 feet.**

Containing 16.096 acres, more or less

EXHIBIT 2
DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

LEASE SITE

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), thence along the west line of said Trinity Place, N 0° 10' 09" E for a distance of 393.87 to a point, witnessed by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, N 0° 10' 09" E at 120.81 feet, thence N 89° 56' 37" W for a distance of 75.56 feet to the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence N 89° 56' 37" W for a distance of 29.00 feet;

Thence N 0° 00' 00" E for a distance of 15.00 feet;

Thence S 89° 56' 37" E for a distance of 29.00 feet;

Thence S 0° 00' 00" E for a distance of 15.00 feet to the Point of Beginning and containing 0.0100 acres (435 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.

ACCESS AND UTILITY EASEMENT

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), said corner witnesses by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, LLC, N 0° 10' 09" E at 514.68 feet, thence along said north right of way line along the arc of a curve to the left with a radius of 380.00 feet, having a chord bearing of S 80° 13' 13" W, a chord distance of 89.67 feet, a central angle of 13° 33' 05" and an arc length of 89.88 to a point, said point being the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence along said north right of way line along the arc of a curve to the left with a radius of 380.00 feet, a chord bearing of S 71° 56' 04" W, a chord distance of 20.03 feet, a central angle of 3° 01' 12" and an arc length of 20.03 feet;

Thence N 21° 03' 50" W for a distance of 50.67 feet to a point of curvature;

Thence along the arc of a curve to the right to the right with a radius of 95.00 feet, having a chord bearing of N 14° 11' 19" E, a chord distance of 109.66 feet, a central angle of 70° 30' 20" and an arc length of 116.90 to a point of tangency;

Thence N 49° 26' 29" E for a distance of 60.81 feet to a point of curvature;

Thence along the arc of a curve to the left with a radius of 85.00 feet, a chord bearing of N 24° 48' 19" E, a chord distance of 70.87 feet, a central angle of 49° 16' 20" and an arc length of 73.10 feet to a point of tangency;

Thence N 0° 10' 09" E for a distance of 91.64 feet;

Thence N 11° 13' 36" W for a distance of 27.77 feet;

Thence N 23° 58' 58" W for a distance of 25.97 feet;

Thence N 42° 27' 09" E for a distance of 41.06 feet;

Thence N 89° 56' 37" W for a distance of 31.69 feet;

Thence N 0° 00' 00" E for a distance of 36.58 feet;

Thence S 67° 00' 50" E for a distance of 10.86 feet;

Thence S 0° 00' 00" E for a distance of 12.35 feet;

Thence S 89° 56' 37" E for a distance of 30.51 feet;

Thence S 42° 27' 09" E for a distance of 53.11 feet;

Thence S 23° 58' 58" E for a distance of 31.46 feet;

Thence S 11° 13' 36" E for a distance of 32.00 feet;

Thence S 0° 10' 09" W for a distance of 93.63 feet to a point of curvature;

Thence along the arc of a curve to the right with a radius of 105.00 feet, a chord bearing of S 24° 48' 19" W, a chord distance of 87.54 feet, a central angle of 49° 16' 20" and an arc length of 90.30 feet to a point; to a point of tangency;

Thence S 49° 26' 29" W for a distance of 60.81 feet to a point of curvature;

Thence along the arc of a curve to the left with a radius of 75.00 feet, a chord bearing of S 14° 11' 19" W, a chord distance of 86.58 feet, a central angle of 70° 30' 20" and an arc length of 92.29 feet to a point of tangency;

Thence S 21° 03' 50" E for a distance of 51.72 feet to the Point of Beginning and containing 0.2479 acres (10,797 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.

10 FOOT ACCESS AND UTILITY EASEMENT

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), thence along the west line of said Trinity Place, N 0° 10' 09" E for a distance of 393.87 to a point, witnessed by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, N 0° 10' 09" E at 120.81 feet, thence N 89° 56' 37" W for a distance of 75.56 feet to southeast corner of a proposed lease site, thence on the south line of said proposed lease site, N 89° 56' 37" W for a distance of 29.00 feet to the southwest corner of said proposed lease site, thence on the west line of said proposed lease site, N 0° 00' 00" E for a distance of 2.33 feet to the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence N 90° 00' 00" W for a distance of 22.92 feet;

Thence S 0° 10' 09" W for a distance of 31.26 feet;

Thence S 89° 55' 13" E for a distance of 94.02 feet to the west line of a proposed Access and Utility Easement;

Thence on the west line of said proposed Access and Utility Easement, S 23° 58' 58" E for a distance of 10.95 feet;

Thence N 89° 55' 13" W for a distance of 108.50 feet;

Thence N 0° 10' 09" E for a distance of 163.25 feet;

Thence S 89° 43' 07" E for a distance of 135.49 feet;

Thence 2 feet west of and parallel with said Trinity Place parcel, S 0° 10' 09" W for a distance of 30.00 feet;

Thence N 89° 49' 51" W for a distance of 10.00 feet;

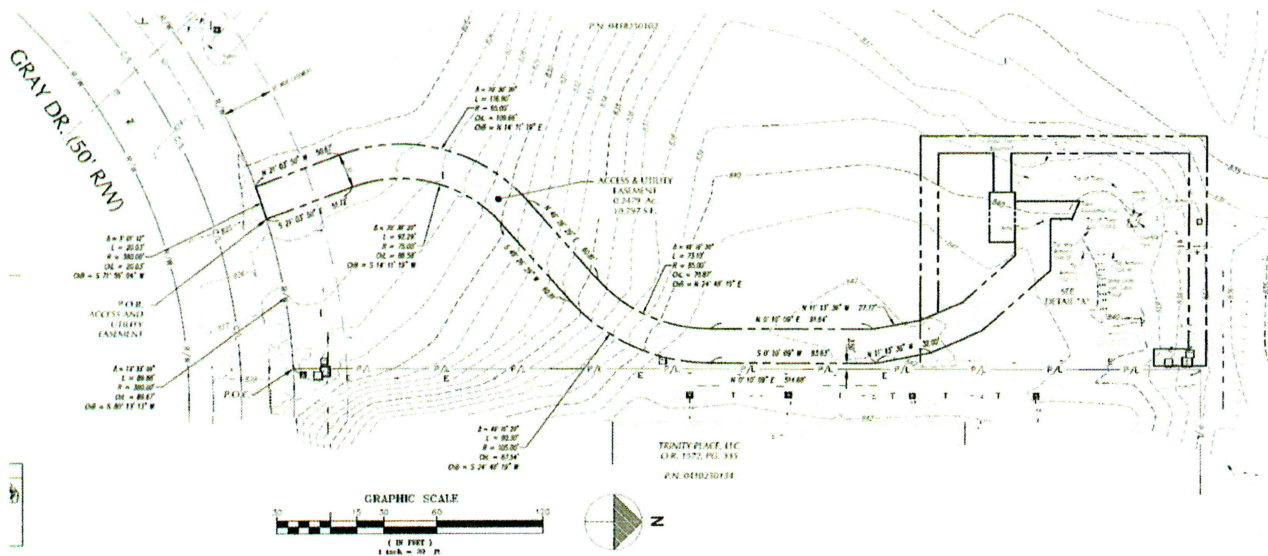
Thence N 0° 10' 09" E for a distance of 20.02 feet;

Thence N 89° 43' 07" W for a distance of 115.49 feet;

Thence S 0° 10' 09" W for a distance of 101.95 feet;

Thence N 90° 00' 00" E for a distance of 22.89 feet to the west line of said proposed lease site;

Thence on the west line of said proposed lease site, S 0° 00' 00" W for a distance of 10.00 feet to the Point of Beginning and containing 0.0982 acres (4,279 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

Note: Refer to the complete set of construction drawings prepared by GPD Group dated 11/13/20.



- 23

EXHIBIT 4 POD SYSTEM DRAWINGS

Note: Refer to the complete set of construction drawings prepared by GPD Group dated 11/13/20.

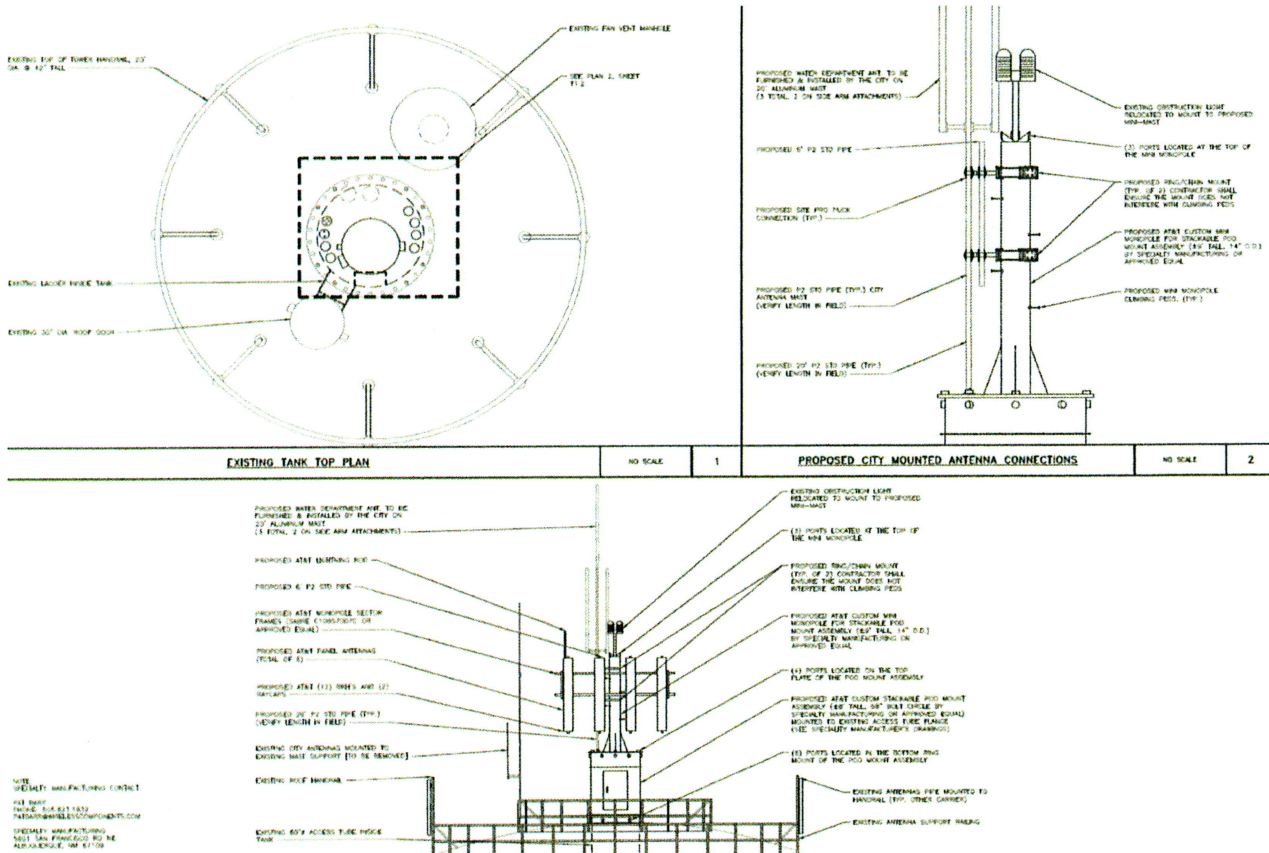


EXHIBIT 5 PAYMENT SCHEDULE

Initial Term – (Note- due on the Rent Commencement Date and annually on the anniversary of the Rent Commencement Date)

Year 1 - \$32,000
Year 2 - \$32,960
Year 3 - \$33,949
Year 4 - \$34,967
Year 5 - \$36,016

First Automatic Renewal Term – (Note- due on the Rent Commencement Date and annually on the anniversary of the Rent Commencement Date)

Year 1 - \$37,097
Year 2 - \$38,210
Year 3 - \$39,356
Year 4 - \$40,537
Year 5 - \$41,753

Second Automatic Renewal Term – (Note- due on the Rent Commencement Date and annually on the anniversary of the Rent Commencement Date)

Year 1 - \$43,005
Year 2 - \$44,295
Year 3 - \$45,624
Year 4 - \$46,993
Year 5 - \$48,403

Third Automatic Renewal Term – (Note- due on the Rent Commencement Date and annually on the anniversary of the Rent Commencement Date)

Year 1 - \$49,855
Year 2 - \$51,351
Year 3 - \$52,891
Year 4 - \$54,478
Year 5 - \$56,112

Fourth and Final Automatic Renewal Term – (Note- due on the Rent Commencement Date and annually on the anniversary of the Rent Commencement Date)

Year 1 - \$57,796
Year 2 - \$59,529
Year 3 - \$61,315
Year 4 - \$63,155
Year 5 - \$65,049

EXHIBIT 6

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 7

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]



CITY OF
PICKERINGTON

January 21, 2021

City of Pickerington Staff
1111 Gray Drive
Pickerington, Ohio 43147

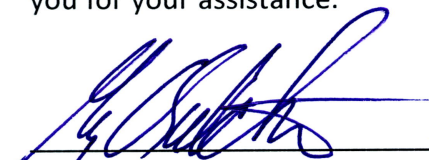
Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hours per day, 7 days per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.



Greg Butcher, City Manager

EXHIBIT 8

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC
8372 E. Broad Street
Floor 2 – South
Reynoldsburg, OH 43068
Attn: Real Estate – C8

Re: Cell Site #SOH3572;
Cell Site Name: Refugee RD
Fixed Asset #12687809
State: Ohio
County: Fairfield

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 21 day of January, 202~~0~~¹, by and between City of Pickerington, an Ohio municipal corporation, having a mailing address of 100 Lockville Road, Pickerington, Ohio 43147 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE - 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

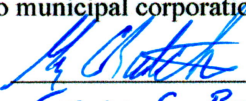
1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the 21 day of January, 2021, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Pickerington,
an Ohio municipal corporation

By: 
Name: Gregory C. Butcher
Its: City Manager
Date: 1/21/21

"TENANT"

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Cynthia A. Rafalski
Its: Manger Real Estate and Construction
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2020, before me personally appeared - _____, and acknowledged under oath that she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Ohio)
) ss:
COUNTY OF Fairfield)

I CERTIFY that on January 21, 2020, Greg Butcher [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the City Manager [title] of the City of Pickerington, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

Heather Moore
Notary Public: Heather Moore
My Commission Expires: 03/29/2021



HEATHER M. MOORE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 29, 2021

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 7

To the Memorandum of Lease dated January 21, 2020, by and between the City of Pickerington, an Ohio municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situated in the State of Ohio, County of Fairfield, City of Pickerington, Section 5, Township 15, Range 20, Congress Lands, being part of an original 54.980 acre tract of land conveyed to Rockford Homes, Inc., and BGM Development Corp., by Official Record 687, Page 31 in the records of the Fairfield County Recorder's Office and more particularly described as follows:

BEGINNING at an iron pipe set at the northwest corner of Lot 80, WINDMILLER PONDS SECTION 2, also being a northwest corner of said subdivision, as recorded in Plat Cabinet 2, Slot 30 of the records of the Fairfield County Recorder's Office;

Thence along the easterly line of a 79 acre tract as conveyed to Carl E. Smith, et al, as recorded in Deed Book 338, Page 582 and Miscellaneous Record 44, Page 460, in the Recorder's Office, Fairfield County, **North 04°17'09" East** a distance of **776.92 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence along the south line of WINDMILLER SQUARE COMMERCIAL SUBDIVISION as recorded in Plat Cabinet 1, Slot 189 and along the south line of Lot 1, Lot 2 and part of Lot 3, **South 86°01'02" East** a distance of **441.74 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south line of Lot 3, and part of Lot 4, **North 80°49'46" East** a distance of **308.16 feet** to an iron pipe set on the south line of lot 4;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south line of Lot 4, and part of Lot 5, **South 80°15'00" East** a distance of **256.87 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

Thence continuing along the south line of said Windmill Square Commercial Subdivision and along the south of Lot 5, **South 65°39'13" East** a distance of **221.16 feet** to a 5/8" rebar with cap inscribed Rolling 5569 and a point on the westerly line of 1.633 acre ingress/egress easement also known as Windmill Farm Boulevard as shown on said Windmill Square Commercial Subdivision;

Thence continuing along the west line of said ingress/egress easement the following courses:

South 08°02'16" East a distance of **95.66 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

South 86°01'58" East a distance of **42.10 feet** to a 5/8" rebar with cap inscribed Rolling 5569;

along a curve to the right having a Radius of 320.00 feet, a Delta of 10°30'13", a Tangent

Length of 29.41 feet, a Chord Bearing of South 04°25'13" East, and a Chord of 58.58 feet, an arc length distance of 58.66 feet, to a point, referenced by a 3/4" iron pipe found South 89°49'00" East at a distance of 0.52 feet;

Thence leaving the west line of said ingress/egress easement and along the north line of a 5.001 acre tract as conveyed to R.C.L. World, LLC as recorded in OR. 1131, Page 2532, **North 89°49'00" West a distance of 569.37 feet to a 3/4" iron pipe found with cap inscribed EMH&T;**

Thence along the west line of said R.C.L. World LLC, **South 00°10'09" West a distance of 514.68 feet to a 3/4" iron pipe found with cap inscribed EMH&T on northerly right-of-way line of Gray Drive as shown on WINDMILLER DRIVE AND GRAY DRIVE DEDICATION AND EASEMENTS as recorded in Plat Cabinet 2, Slot 15;**

Thence along said northerly right-of-way line of Gray Drive with a **curve to the left having a Radius of 380.00 feet, a Delta of 40°54'57", a Tangent of 141.76 feet, a Chord Bearing of South 66°32'18" West, and a Chord Distance of 265.63 feet, an Arc Length of 271.36 feet,** to an iron pipe set;

Thence continuing along said northerly right-of-way line of Gray Drive, **South 46°04'49" West a distance of 14.92 feet to an iron pipe set at the northeasterly corner of Lot 36 of Windmill Ponds Section 1 as recorded in Plat Cabinet 2, Slot 15;**

Thence along the north line Lot 36, **North 44°18'03" West a distance of 135.16 feet to a 3/4" iron pipe found with cap inscribed Hoy 7313, being the northeast corner of Lot 82 of said Windmill Ponds Section 2;**

Thence along the north line of Windmill Ponds Section 2 and along the north line of Lot 82, Lot 81 and Lot 80, **North 85°43'10" West a distance of 398.91 feet to the TRUE POINT OF BEGINNING, passing a 3/4" iron pipe found at a distance of 154.98 feet and a 3/4" iron pipe found at a distance of 273.00 feet.**

Containing 16.096 acres, more or less

The Premises are described and/or depicted as follows:

LEASE SITE

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), thence along the west line of said Trinity Place, N 0° 10' 09" E for a distance of 393.87 to a point, witnessed by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, N 0° 10' 09" E at 120.81 feet, thence N 89° 56' 37" W for a distance of 75.56 feet to the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence N 89° 56' 37" W for a distance of 29.00 feet;

Thence N 0° 00' 00" E for a distance of 15.00 feet;

Thence S 89° 56' 37" E for a distance of 29.00 feet;

Thence S 0° 00' 00" E for a distance of 15.00 feet to the Point of Beginning and containing 0.0100 acres (435 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.

ACCESS AND UTILITY EASEMENT

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), said corner witnesses by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, LLC, N 0° 10' 09" E at 514.68 feet, thence along said north right of way line along the arc of a curve to the left with a radius of 380.00 feet, having a chord bearing of S 80° 13' 13" W, a chord distance of 89.67 feet, a central angle of 13° 33' 05" and an arc length of 89.88 to a point, said point being the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence along said north right of way line along the arc of a curve to the left with a radius of 380.00 feet, a chord bearing of S 71° 56' 04" W, a chord distance of 20.03 feet, a central angle of 3° 01' 12" and an arc length of 20.03 feet;

Thence N 21° 03' 50" W for a distance of 50.67 feet to a point of curvature;

Thence along the arc of a curve to the right to the right with a radius of 95.00 feet, having a chord bearing of N 14° 11' 19" E, a chord distance of 109.66 feet, a central angle of 70° 30' 20" and an arc length of 116.90 to a point of tangency;

Thence N 49° 26' 29" E for a distance of 60.81 feet to a point of curvature;

Thence along the arc of a curve to the left with a radius of 85.00 feet, a chord bearing of N 24° 48' 19" E, a chord distance of 70.87 feet, a central angle of 49° 16' 20" and an arc length of 73.10 feet to a point of tangency;

Thence N 0° 10' 09" E for a distance of 91.64 feet;

Thence N 11° 13' 36" W for a distance of 27.77 feet;

Thence N 23° 58' 58" W for a distance of 25.97 feet;

Thence N 42° 27' 09" E for a distance of 41.06 feet;

Thence N 89° 56' 37" W for a distance of 31.69 feet;

Thence N 0° 00' 00" E for a distance of 36.58 feet;

Thence S 67° 00' 50" E for a distance of 10.86 feet;

Thence S 0° 00' 00" E for a distance of 12.35 feet;

Thence S 89° 56' 37" E for a distance of 30.51 feet;

Thence S 42° 27' 09" E for a distance of 53.11 feet;

Thence S 23° 58' 58" E for a distance of 31.46 feet;

Thence S 11° 13' 36" E for a distance of 32.00 feet;

Thence S 0° 10' 09" W for a distance of 93.63 feet to a point of curvature;

Thence along the arc of a curve to the right with a radius of 105.00 feet, a chord bearing of S 24° 48' 19" W, a chord distance of 87.54 feet, a central angle of 49° 16' 20" and an arc length of 90.30 feet to a point; to a point of tangency;

Thence S 49° 26' 29" W for a distance of 60.81 feet to a point of curvature;

Thence along the arc of a curve to the left with a radius of 75.00 feet, a chord bearing of S 14° 11' 19" W, a chord distance of 86.58 feet, a central angle of 70° 30' 20" and an arc length of 92.29 feet to a point of tangency;

Thence S 21° 03' 50" E for a distance of 51.72 feet to the Point of Beginning and containing 0.2479 acres (10,797 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.

10 FOOT ACCESS AND UTILITY EASEMENT

Situated in the City of Pickerington, County of Fairfield, State of Ohio, and being a part of Section 5, Township 15, Range 20, Congress Lands East of the Scioto River, also being a portion of a parcel of land conveyed to the City of Pickerington as recorded in Instrument No. 200900020984.

Commencing at the southwest corner of a parcel of land conveyed to Trinity Place, LLC as recorded in O.R. 1572, Page 335 and the southeast corner of said City of Pickerington parcel, and on the north right of way line of Gray Dr. (50 feet wide), thence along the west line of said Trinity Place, N 0° 10' 09" E for a distance of 393.87 to a point, witnessed by a capped pin "EMH&T" found at the northwest corner of said Trinity Place, N 0° 10' 09" E at 120.81 feet, thence N 89° 56' 37" W for a distance of 75.56 feet to southeast corner of a proposed lease site, thence on the south line of said proposed lease site, N 89° 56' 37" W for a distance of 29.00 feet to the southwest corner of said proposed lease site, thence on the west line of said proposed lease site, N 0° 00' 00" E for a distance of 2.33 feet to the **POINT OF BEGINNING** for the parcel of land herein after described:

Thence N 90° 00' 00" W for a distance of 22.92 feet;

Thence S 0° 10' 09" W for a distance of 31.26 feet;

Thence S 89° 55' 13" E for a distance of 94.02 feet to the west line of a proposed Access and Utility Easement;

Thence on the west line of said proposed Access and Utility Easement, S 23° 58' 58" E for a distance of 10.95 feet;

Thence N 89° 55' 13" W for a distance of 108.50 feet;

Thence N 0° 10' 09" E for a distance of 163.25 feet;

Thence S 89° 43' 07" E for a distance of 135.49 feet;

Thence 2 feet west of and parallel with said Trinity Place parcel, S 0° 10' 09" W for a distance of 30.00 feet;

Thence N 89° 49' 51" W for a distance of 10.00 feet;

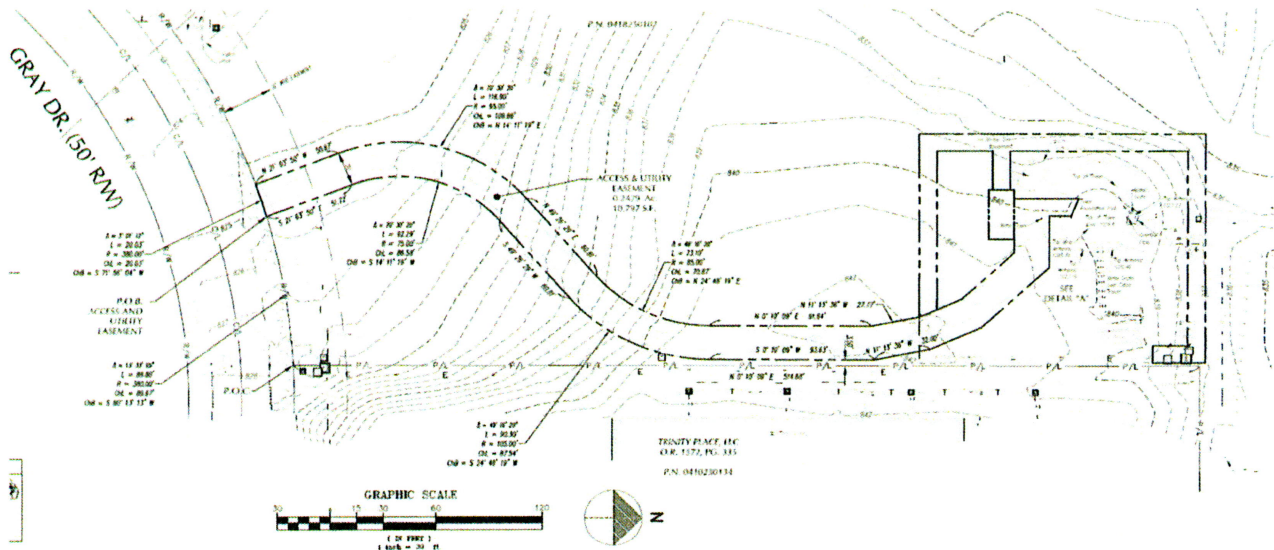
Thence N 0° 10' 09" E for a distance of 20.02 feet;

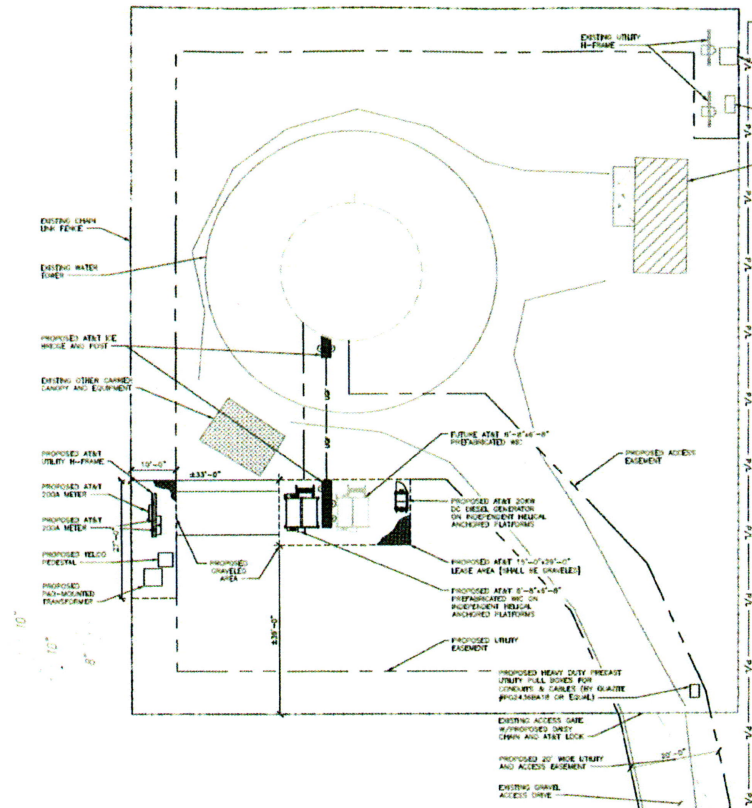
Thence N 89° 43' 07" W for a distance of 115.49 feet;

Thence S 0° 10' 09" W for a distance of 101.95 feet;

Thence N 90° 00' 00" E for a distance of 22.89 feet to the west line of said proposed lease site;

Thence on the west line of said proposed lease site, S 0° 00' 00" W for a distance of 10.00 feet to the Point of Beginning and containing 0.0982 acres (4,279 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in May of 2020.





Notes:

1. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

Note: Refer to the complete set of construction drawings prepared by GPD Group dated 11/13/20.

