



COME TOGETHER & THRIVE

REMINDER

CITY COUNCIL

Joe Frank
President
Sara Continenza
Joe Frank
Marty Gelfand
Jane Goodman
Ruth Gray
Susan Hardy
Justin Tisdale

NOTICE OF MEETING

MEETING OF: **PUBLIC UTILITIES COMMITTEE**

CALLED BY: JUSTIN TISDALE, CHAIRMAN

DATE: **January 27, 2020**

LOCATION: COMMITTEE/JURY ROOM

TIME: 6:00 P.M.

RE: RES. 02-20: Proposed TowerCo Wireless Communications Tower.

COMMITTEE MEMBERS:

SARA CONTINENZA
JANE GOODMAN

MEMBERS OF COUNCIL:

JOE FRANK
MARTY GELFAND
RUTH GRAY
SUSAN HARDY

ADMINISTRATION:

MICHAEL LOVE, ECON. DEVELOPMENT DIR.
KEITH BENJAMIN, COMMUNITY SERVICES DIR.
LAURA HEILMAN, BUILDING COMMISSIONER

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 02-20
INTRODUCED BY: Frank
REQUESTED BY: Mayor

January 13, 2020

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN OPTION
AND GROUND LEASE AGREEMENT BETWEEN THE CITY OF
SOUTH EUCLID AND TOWERCO 2013, LLC.

WHEREAS, TowerCo 2013, LLC proposes to install a tower for the purpose of providing wireless communication services on property owned by the City of South Euclid, specifically the property located at PP# 704-26-022, commonly known as Oakwood Green; and

WHEREAS, TowerCo 2013, LLC requests a due diligence option period to ensure the subject property is suitable for a wireless communication tower; and

WHEREAS, if upon completion of the due diligence period, the site is found to be suitable for such a tower, a tower shall be constructed on land leased from the City of South Euclid; and

WHEREAS, TowerCo 2013, LLC shall monetarily compensate the City of South Euclid for lease of the land according to the terms and conditions contained in the agreement authorized by passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Euclid, Ohio:

Section 1: That the Mayor be and she is hereby authorized to enter into a Option and Ground Lease Agreement with TowerCo 2013, LLC for the purposes of installing a tower to provide wireless communication services on property located at PP# 704-26-022, commonly known as Oakwood Green. A copy of said Option and Ground Lease Agreement is attached hereto and made a part hereof as Exhibit A.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2020.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law



COME TOGETHER & THRIVE

Memo

To: City Council President Frank & City Council Members
From: Michael Love, Economic Development Director
Re: Resolution 02-20: Oakwood Green Proposed Cell Tower
Date: January 6, 2020

The city was contacted by TowerCo, LLC, a company which constructs towers for the major cell carriers in order to improve wireless communication services.

TowerCo found the city-owned Oakwood Green property to be an ideal site for constructing such a tower.

Res. 02-20 authorizes the Mayor to enter into an option and ground lease agreement with TowerCo to complete a period of due diligence and then construct the tower if the site is found to be suitable.

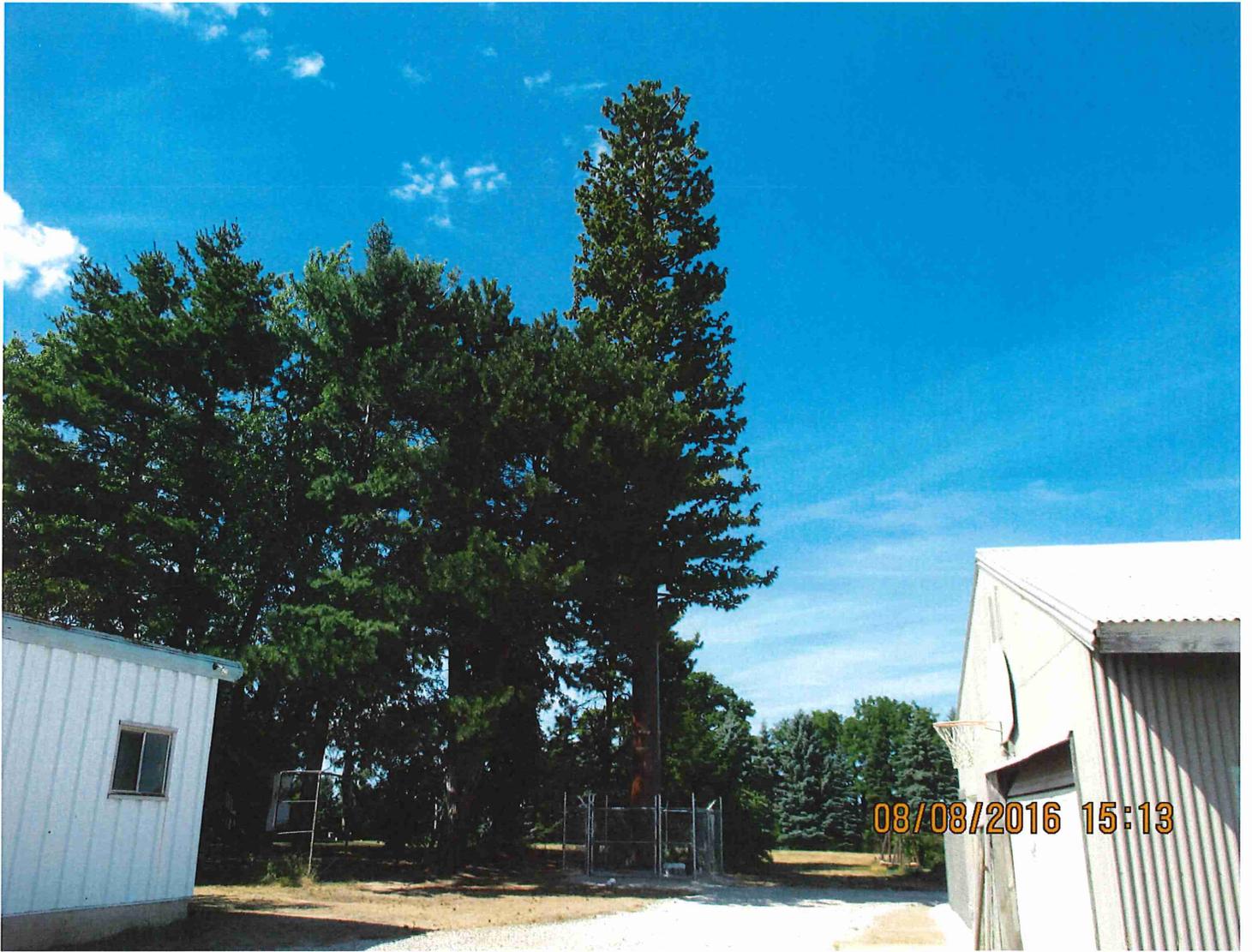
I have included a copy of the proposed option and ground lease agreement for your reference. Some items of note:

- In order to fit the landscape of Oakwood Green, the tower is proposed to be constructed as a stealth tree. I have enclosed a photo of what this would look like.
- The lease is for five years and would automatically renew for up to five additional terms of five years each, unless either party chooses to terminate as defined in the lease.
- The city shall be paid a sum of \$1,200.00 per month once the tower is operational.
- The tower will initially serve T-Mobile. If additional cell carriers are added to the tower, the city will receive an additional \$400.00 per month per additional carrier.

Jason Woodward, TowerCo representative, is happy to meet with City Council and discuss any questions or concerns you may have. Thus, I would recommend referring Res. 02-20 to Utilities Committee and I will invite Mr. Woodward to attend the meeting once it is scheduled.

In the meantime, please feel free to contact me with any questions.





08/08/2016 15:13

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is effective as of the later of the signature dates below by and between CITY OF SOUTH EUCLID, OHIO, an Ohio municipal corporation (“Optionor”) and TOWERCO 2013 LLC, a Delaware limited liability company (“Optionee”).

I. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel or parcels of real property located in the county of Cuyahoga, State of Ohio, as more particularly described in **Exhibit A** annexed hereto (the “Parent Parcel”). For good and valuable consideration and the mutual promises herein set forth, subject to the placement of wireless communications facilities to serve its public service and safety needs, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (“Option”) to lease a certain portion or portions of the Parent Parcel (the “Property”) measuring approximately 50 feet by 50 feet, together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the “Easement”). The Property together with the Easement is collectively the “Premises” and are more particularly described and/or depicted on **Exhibit B** attached hereto. Optionor agrees and acknowledges that Optionee shall at Optionee’s sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. Any assignment of this Option that is entered into by Optionor or Optionee shall be subject to the provisions of this Agreement. Optionee may assign this Agreement without the consent of Optionor.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee (“Option Initial Term”).

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be One Thousand and No/100 Dollars (\$1,000.00) (“Option Consideration”). Payment of the Option Consideration by Optionee to Optionor shall be credited in full to the first year’s Rent payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for two (2) additional period(s) of six (6) months each (“Option Renewal Term(s)”) by Optionee paying to Optionor the additional consideration of Five Hundred and No/100 Dollars (\$500.00) (“Option Extension Consideration”) prior to the expiration of the then existing term of this Option. Any Option Extension Consideration shall be credited in full to the first year’s Rent due Optionor if this Option is exercised by Optionee.

5. Optionor’s Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that Optionor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Option, (iii) to the best of Optionor’s knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings) suits, claims or causes of action against Optionor or which may otherwise affect the Premises; and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Optionor’s ability to fulfill its obligations under this Option. Optionor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Optionee’s Intended Use (as defined in Paragraph 10 below) of the Premises until this Option expires or is terminated by Optionee. The representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

6. Taxes. Optionor shall pay any ad valorem taxes or other special assessment taxes attributable to the utilization of the Premises by Optionee and Optionee's tenants and licensees during the Option.

7. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

8. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Premises including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

9. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease," Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. Use. The principal use of the Premises is to support the current and future wireless communications facilities necessary for Lessor to provide public service and safety services to its residents. Secondly, the Premises may be used by Lessee and Lessee's tenants and licensees to collocate facilities for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

11. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term").

12. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 13. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. In the event, all Renewal Terms are exercised and the Lease expires, the Lease will operate on a year to year basis with rent increasing annually per Paragraph

13 as a hold over until terminated by either party, in writing with sixty (60) days prior notice, prior to the renewal of the annual hold over term.

13. Consideration. For purposes of Lessor's public service and safety service needs, Lessee will make available to Lessor at no cost the space necessary for the transmission and receipt of wireless communication signals in any and all frequencies and related facilities and activities.

(a) During the Initial Term, Lessee shall pay Lessor the monthly sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 24 below. Rent shall be increased on the commencement of each anniversary of the Commencement Date by two percent (2%) over the Rent payable during the immediately preceding year. Lessee shall be entitled to withhold payment of the Rent until such time as Lessor executes and delivers a completed W-9 form to Lessee setting forth Lessor's federal tax identification number. Lessor acknowledges that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements. Lessor agrees to accept payment of the Rent by direct deposit into its designated account via an electronic funds transfer and shall promptly execute and deliver to Lessee a completed authorization agreement together with such other information as Lessee may require. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee. In the event that Lessee makes an overpayment of Rent or any other fee or charges to Lessor during the Initial Term or any Renewal Term of this Lease, Lessee may, but shall not be obligated to, treat any such overpayment as prepaid Rent and apply such amount as a credit against any future Rent, fee, or sum due to the Lessor. Lessor agrees to accept payment via electronic funds.

(b) In addition to the foregoing subsection (a), if Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Four Hundred and No/100 Dollars (\$400.00) per month ("Co-Location Rent"). Such additional rent shall also be subject to the annual increase per paragraph 13(a) above. Lessee shall not be required to pay Lessor the Co-Location Rent for the first or initial subtenant and/or licensee ("Anchor Tenant"). In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third party beneficiary of any Sublease.

14. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises all improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter,

demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Initial Term or any Renewal Term of this Lease. The tower shall be a stealth tree.

Lessee shall remove all of the above-ground portions of the Improvements not later ninety (90) days following any termination of this Lease and the Premises shall be restored to its original condition to the reasonable satisfaction of the Lessor. Prior to the Commencement Date, Lessee shall provide Lessor with a tower removal surety bond in an amount equal to \$200 per lineal foot times the height of the tower (by foot) which shall ensure that the tower is removed upon the termination of the Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor has the right to claim any trees removed by Lessee. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. Lessee shall repair any damage caused to Lessor's property as a result of Lessee's access provided for by this agreement.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Property, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. The location of said utilities will not interfere with park purposes and must be approved by Lessor prior to installation. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas. Such activities shall not unreasonably interfere with park purposes and Lessee shall coordinate all such activities with Lessor.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Driveway access will be defined as to location, size, material and drainage.

(e) With respect to any improvements installed, constructed, placed or otherwise located on the Premises by Lessee, Lessee shall do so in accordance with any applicable federal, state and local law and regulations.

15. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto; or

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business, or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with.

16. Subleases. Lessee shall have the right, without the consent of Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements subject to the terms and conditions provided in Section 13(b) herein. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

17. Taxes. Lessee shall pay for all personal and real property taxes assessed on the Improvements, and any real property taxes that are attributable to the Premises as a direct result of Lessee's activities thereon (including the activities of Lessee's tenants and licensees).

18. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

19. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

20. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance of at Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. The policy must be written by a company carrying an AM Best rating of no less than "A" and the policy shall waive subrogation against the City of South Euclid. Furthermore, the policy shall name the City of South Euclid as an additional insured and a certificate of insurance in evidence thereof shall be delivered to the Finance Director at the City prior to the commencement of wireless communication facility construction.

21. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

Lessee shall not, nor shall Lessee permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessor's Intended Use of the Premises to serve its public service and safety needs. Such interference shall be deemed a material breach of this Lease by Lessee and Lessee shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessee acknowledges that continuing interference will cause irreparable injury to Lessor, and Lessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessee.

22. Environmental Compliance. Lessor, Lessee and sublessees will not, and will not permit any third party to use, generate, store or dispose of any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of either party terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessor or Lessee after Lessee takes possession of the Premises.

23. Environmental Indemnities.

(a) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(b) Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated

from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(c) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

24. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

City Of South Euclid, Ohio
1349 S. Green Road
South Euclid, OH 44121
Attention: _____
Phone: _____
Fax: _____
Email: _____

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attention: Property Management
Site ID#: OH0413

25. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Property and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

26. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease (“Default”), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs, expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor’s default.

27. Assignment. Lessee may assign this Lease with the consent of Lessor (which consent will not be unreasonably withheld), however, Lessee shall have the right to assign this Lease to any affiliate, subsidiary or any entity who is a successor-in-interest to Lessee through a merger or acquisition of Lessee without Lessor’s consent. From and after the date this Lease has been assigned by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action.

28. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

29. Waiver of Lessor’s Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

30. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees’ or sublessees’.

31. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys’ fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee’s agents or employees in or about the Property. The duties described herein survive termination of this Lease.

32. Right of First Refusal; Sale of the Premises. If Lessor elects, during the term of the Option or during the Initial Term or any Renewal Terms of the Lease, (i) to sell or otherwise transfer to a third party all or any portion of the Premises, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Property for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of sale, assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Property in accordance with the terms of such bona fide offer.

33. Miscellaneous.

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

(b) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

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

(d) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

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

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's Intended Use of the Premises including but not limited to land use and zoning applications.

(j) This Lease may be executed in two 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 the each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

34. Confidentiality. Lessor is a municipal corporation of Ohio, and thus subject to the Ohio Public Records Act. In that regard, in connection with this transaction it will protect as confidential that which is exempted from disclosure under Ohio law.

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT A

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

SITUATED IN THE CITY OF SOUTH EUCLID, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING SUBLOT NO. 455 IN THE RAPID TRANSIT CO'S SUBDIVISION NO. 17A AS SHOWN BY THE RECORDED PLAT IN VOLUME 81 OF MAPS, PAGE 32 OF CUYAHOGA COUNTY RECORDS, ALL OF AND MORE LAND BEING PART OF ORIGINAL EUCLID TOWNSHIP, LOT NOS. 23 AND 24, TRACT NO.2 AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN FOUND AT THE INTERSECTION OF THE CENTER LINE OF WARRENSVILLE CENTER ROAD (86 FEET WIDE) WITH THE CENTER LINE OF CEDAR ROAD (70 FEET WIDE). THENCE NORTH 00 DEGREES 34 MINUTES 38 SECONDS WEST, ALONG SAID CENTER LINE OF WARRENSVILLE CENTER ROAD, A DISTANCE OF 1830.92 FEET TO A NORTHEASTERLY CORNER OF SAID RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A. THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 43.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID WARRENSVILLE CENTER ROAD. THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 1357.38 FEET TO THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF ANDREWS ROAD (20 FEET WIDE) AND THE PRINCIPAL PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED;

COURSE 1: THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 901.96 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBLOT NO. 455;

COURSE 2: THENCE SOUTH 00 DEGREES 11 MINUTES 56 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID SUBLOT NO. 455, A DISTANCE OF 105.00 FEET TO THE SOUTHEASTERLY CORNER THEREOF AND THE NORTHERLY RIGHT OF WAY LINE OF EAST ANTISDALE ROAD (50 FEET WIDE);

COURSE 3: THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF EAST ANTISDALE ROAD, DISTANCE OF 45.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID SUBLOT NO. 455;

COURSE 4: THENCE NORTH 00 DEGREES 11 MINUTES 56 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID SUBLOT NO. 455, A DISTANCE OF 105.00 FEET TO THE NORTHWESTERLY CORNER THEREOF AND THE AFORESAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A;

COURSE 5: THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 314.99 FEET TO THE NORTHWESTERLY CORNER THEREOF AND AN EASTERLY LINE OF THE TAYLOR HEIGHTS ALLOTMENT AS SHOWN BY THE RECORDED PLAT IN VOLUME 61 OF MAPS, PAGE 15 OF CUYAHOGA COUNTY RECORDS;

COURSE 6: THENCE NORTH 00 DEGREES 11 MINUTES 56 SECONDS WEST, ALONG SAID EASTERLY LINE OF THE TAYLOR HEIGHTS ALLOTMENT, A DISTANCE OF 724.74 FEET TO A 1" IRON PIN FOUND AT THE NORTHWESTERLY CORNER OF THE AFORESAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND AN INTERIOR CORNER OF BLANCHE ROAD (25 FEET WIDE);

COURSE 7: THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND A SOUTHERLY RIGHT OF WAY LINE OF SAID BLANCHE ROAD, DISTANCE OF 1269.91 FEET TO A DRILL HOLE FOUND IN OLD FENCE POST FOUNDATION AT THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF AFORESAID ANDREWS ROAD;

COURSE 8: THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE AFORESAID SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF ANDREWS ROAD, A DISTANCE OF 728.76 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 21.2286 ACRES (924,719 SQUARE FEET) OF LAND ACCORDING TO A SURVEY MADE BY THOMAS J. NEFF, JR. REGISTERED SURVEYOR NO. 7065-OHIO IN NOVEMBER OF 2010.

THE BASIS OF BEARINGS FOR THE PREMISES SURVEYED IS NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST AS THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND A SOUTHERLY RIGHT OF WAY LINE OF SAID BLANCHE ROAD AS EVIDENCED IN THE TAYLOR HEIGHTS ALLOTMENT AS SHOWN BY THE RECORDED PLAT IN VOLUME 61 OF MAPS, PAGE 15 OF CUYAHOGA COUNTY RECORDS. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

NOTE: THE ABOVE DESCRIBED PREMISES IS FURTHER KNOWN AS PARCEL "B" IN THE PLAT OF SURVEY, CONSOLIDATION AND PARTITION RECORDED IN VOLUME 367 OF MAPS, PAGE 13 OF CUYAHOGA COUNTY RECORDS.

PARCEL NUMBER: 704-26-022

EXHIBIT B

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 2,500 square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.



**Prepared by Jason Catalini and after
recording return to:**

TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
919-653-5700

(Recorder's Use Above this Line)

STATE OF OHIO

Parcel No: 704-26-022

COUNTY OF CUYAHOGA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 20__, by and between CITY OF SOUTH EUCLID, OHIO, an Ohio municipal corporation, having a mailing address of 1349 S. Green Road, South Euclid, OH 44121 (hereinafter referred to as "**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated the ____ day of _____, 20__ (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located in the City of South Euclid, County of Cuyahoga, State of Ohio, described in **Exhibit A** attached hereto (the "Land").
2. The Option Initial Term is for a period of twelve (12) months, with two (2) Option Renewal Terms of six (6) months. At any time during the Option Initial Term or any Option Renewal Term, Lessee may provide written notice to Lessor of its election to exercise the Option. Upon exercise of the Option, the Lease shall commence for an initial term of five (5) years, with options to renew for five (5) additional five (5) year terms. Should Lessee fail to exercise the Option during the Option Initial Term or any Option Renewal Term, the Lease shall be void and of no further force or effect.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.

4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

5. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for (i) any sale or transfers of the Land, and any (ii) grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

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EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

SITUATED IN THE CITY OF SOUTH EUCLID, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING SUBLOT NO. 455 IN THE RAPID TRANSIT CO'S SUBDIVISION NO. 17A AS SHOWN BY THE RECORDED PLAT IN VOLUME 81 OF MAPS, PAGE 32 OF CUYAHOGA COUNTY RECORDS, ALL OF AND MORE LAND BEING PART OF ORIGINAL EUCLID TOWNSHIP, LOT NOS. 23 AND 24, TRACT NO.2 AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN FOUND AT THE INTERSECTION OF THE CENTER LINE OF WARRENSVILLE CENTER ROAD (86 FEET WIDE) WITH THE CENTER LINE OF CEDAR ROAD (70 FEET WIDE). THENCE NORTH 00 DEGREES 34 MINUTES 38 SECONDS WEST, ALONG SAID CENTER LINE OF WARRENSVILLE CENTER ROAD, A DISTANCE OF 1830.92 FEET TO A NORTHEASTERLY CORNER OF SAID RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A. THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 43.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID WARRENSVILLE CENTER ROAD. THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 1357.38 FEET TO THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF ANDREWS ROAD (20 FEET WIDE) AND THE PRINCIPAL PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED;

COURSE 1: THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF THE RAPID TRANSIT LAND CO'S SUBDIVISION NO. 17A, A DISTANCE OF 901.96 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBLOT NO. 455;

COURSE 2: THENCE SOUTH 00 DEGREES 11 MINUTES 56 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID SUBLOT NO. 455, A DISTANCE OF 105.00 FEET TO THE SOUTHEASTERLY CORNER THEREOF AND THE NORTHERLY RIGHT OF WAY LINE OF EAST ANTISDALE ROAD (50 FEET WIDE);

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OF 314.99 FEET TO THE NORTHWESTERLY CORNER THEREOF AND AN EASTERLY LINE OF THE TAYLOR HEIGHTS ALLOTMENT AS SHOWN BY THE RECORDED PLAT IN VOLUME 61 OF MAPS, PAGE 15 OF CUYAHOGA COUNTY RECORDS;

COURSE 6: THENCE NORTH 00 DEGREES 11 MINUTES 56 SECONDS WEST, ALONG SAID EASTERLY LINE OF THE TAYLOR HEIGHTS ALLOTMENT, A DISTANCE OF 724.74 FEET TO A 1" IRON PIN FOUND AT THE NORTHWESTERLY CORNER OF THE AFORESAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND AN INTERIOR CORNER OF BLANCHE ROAD (25 FEET WIDE);

COURSE 7: THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND A SOUTHERLY RIGHT OF WAY LINE OF SAID BLANCHE ROAD, DISTANCE OF 1269.91 FEET TO A DRILL HOLE FOUND IN OLD FENCE POST FOUNDATION AT THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF AFORESAID ANDREWS ROAD;

COURSE 8: THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE AFORESAID SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF ANDREWS ROAD, A DISTANCE OF 728.76 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 21.2286 ACRES (924,719 SQUARE FEET) OF LAND ACCORDING TO A SURVEY MADE BY THOMAS J. NEFF, JR. REGISTERED SURVEYOR NO. 7065-OHIO IN NOVEMBER OF 2010.

THE BASIS OF BEARINGS FOR THE PREMISES SURVEYED IS NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST AS THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 24, TRACT NO. 2 AND A SOUTHERLY RIGHT OF WAY LINE OF SAID BLANCHE ROAD AS EVIDENCED IN THE TAYLOR HEIGHTS ALLOTMENT AS SHOWN BY THE RECORDED PLAT IN VOLUME 61 OF MAPS, PAGE 15 OF CUYAHOGA COUNTY RECORDS. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

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PARCEL NUMBER: 704-26-022

EXHIBIT B

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 2,500 square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows, exact legal description to be determined by survey.

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

