

**ORDINANCE NO. 30 - 2021**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE WITH NORTHSTAR TOWERS, LLC FOR AN AREA OF 6,400 SQUARE FEET LOCATED AT 81 SAMUEL STREET; AND DECLARING AN EMERGENCY.

WHEREAS, the Village owns PPN 02A006A010010, known as 81 Samuel Street; and

WHEREAS, Northstar Towers, LLC has offered to lease an 80' x 80' area of the property for the purpose of locating a wireless communication tower; and

WHEREAS, the property is zoned M1 and is therefore a preferred site for a wireless communication tower pursuant to § 8.6(b)(1) of the Zoning Code; and

WHEREAS, enhanced communication infrastructure benefits the community as a whole and the Council desires to exercise its Charter and plenary power conferred by the Ohio Constitution and enter into a lease as detailed herein for the purpose of locating a wireless communication tower.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, LAKE COUNTY, STATE OF OHIO, THAT:

SECTION 1: The Mayor is hereby authorized to enter into a lease with Northstar Towers, LLC in substantially the form attached hereto as Exhibit "1."

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance constitutes an emergency in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison and is further necessary to meet contractual deadlines; WHEREFORE, this Ordinance shall take immediate effect in accordance with the provisions of Article V, § 5.2 of the Madison Village Charter.

PASSED: 10-25-2021



Mark V. Vest,  
President of Council

1<sup>st</sup> Reading, October 25, 2021

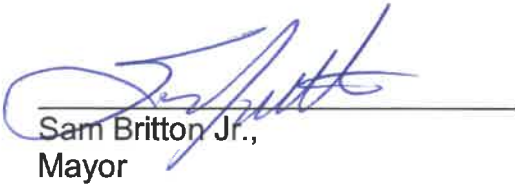
Introduced by: Mayor Britton

Attested:



Kristie Crockett,  
Fiscal Officer / Clerk of Council

Approved:



Sam Britton Jr.,  
Mayor

10/25/2021  
Date

I hereby certify that this ordinance/resolution  
was duly published pursuant to law.

Publication: Gillette PNO

On: November 5, 2021

X Kristie Crockett Fiscal Officer

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement" or this "Lease") is made as of June 2, 2022 (the "Effective Date") by and between Village of Madison, an Ohio municipal corporation ("Landlord"), and Northstar Towers, LLC, a Delaware limited liability company ("Tenant").

### OPTION TO LEASE

(a) Landlord is the owner of certain real property located in the Village of Madison, County of Lake, State of Ohio as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property"). In consideration of the sum of One Thousand Dollars and No/100 (\$1,000.00) (the "Option Fee"), to be paid by Tenant to Landlord upon full execution of this Agreement, Landlord grants to Tenant for a term of three (3) years (the "Option Term" an option to lease (the "Option") the Leased Premises which is a portion of the Landlord's Property measuring approximately 80' x 80' (6,400 ft<sup>2</sup>) and located at 81 Samuel Street, Madison, Ohio 44057, as more particularly described on Exhibit B attached hereto and made a part hereof for the purpose of constructing, installing, maintaining, repairing, replacing, improving, operating and removing a communications tower and other Communications Equipment (defined below), together with unrestricted access for ingress and egress and utilities from the nearest public right-of-way to the Leased Premises over those portions of Landlord's Property as more particularly described on Exhibit C and Exhibit D attached hereto and made a part hereof.

(b) Upon prior notification to Landlord, during the Option Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Landlord's Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Landlord's 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 Leased Premises and including, 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 Landlord's Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Landlord's Property, the environmental history of the Landlord's Property, Landlord's title to the Landlord's Property and the feasibility or suitability of the Landlord's Property for Tenant's permitted use, all at Tenant's expense. 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 Landlord's Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Landlord's Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests and any activity Tenant conducts on the Leased Premises. Upon completion of construction of the Communications Equipment, Tenant no longer needs to provide prior written notification of access to Leased Premises provided that the entry onto or exit from the Leased Premises do not in any way interfere with or disrupt the village functions.

(c) 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 the Tenant subject to the terms and conditions of the Lease Agreement forth below. If Tenant does not exercise the Option, this Option to Lease and the Lease Agreement set forth below will terminate and the parties will have no further liability to each other except that Tenant will restore the Landlord's Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted, and shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests and any activity Tenant conducted on the Leased Premises during the Option Period.

(d) Memorandum of Option. Landlord and Tenant hereby agree, following the execution of this Agreement, to execute the short form of Memorandum of Option, in substantially the form of Exhibit E attached hereto and incorporated herein by reference as modified to conform to the laws of the state in which the Landlord's Property is located. Tenant, at its sole expense, shall have the right to file the Memorandum of record in the county and state where the Landlord's Property is located.

### LEASE AGREEMENT

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Agreement, and for the Rent set forth in Section 1.9, the parties agree as follows:

1. Basic Terms: This Agreement is made with reference to the following basic terms:

1.1 "Applicable Laws" shall mean all laws, rules, orders, ordinances, resolutions, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which hereafter may be in force which shall impose any duty upon Landlord or Tenant with respect to the improvement, use, occupation or alteration of Landlord's Property by Tenant, including, but not limited to, requirements of the Federal Communications Commission and Federal Aviation Administration.

1.2 Commencement Date: The date that Tenant exercises its option to lease the Leased Premises.

1.3 Tenant: Northstar Towers, LLC, a Delaware limited liability company.  
Landlord: Village of Madison, an Ohio municipal corporation.

1.4 Leased Premises: That portion of Landlord's Property more particularly described on Exhibit B attached hereto and incorporated herein by reference.

1.5 Access Easement, if any: That portion of Landlord's Property more particularly described on Exhibit C attached hereto and incorporated herein by reference.

1.6 Utility Easement, if any: That portion of Landlord's Property more particularly described on Exhibit D attached hereto and incorporated herein by reference.

1.7 Initial Term: Eleven (11) years.

1.8 Extended Terms: Ten (10) terms of (5) years.

1.9 Rent: One thousand two hundred Dollars and 00/100 (\$1,200.00) per month during years one (1) through five (5) of the Initial Term; with the Rent increasing by one percent (1%) annually on each anniversary of the Commencement Date commencing with year six (6) and including and through each of the Extended Term years, if exercised by Tenant.

1.10 Landlord's Notice Address: Village of Madison  
33 East Main Street  
Madison, OH 44057

1.11 Tenant's Notice Address: Northstar Towers, LLC  
815 Superior Avenue East, Suite 1812  
Cleveland, OH 44114

2. Lease of Premises. Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises.

3. Access and Utility Easements.

3.1 Access Easements. Landlord hereby grants, bargains and conveys to Tenant, its subtenants, and their successors and assigns, and Tenant and its subtenants are hereby given and granted irrevocable, non-exclusive and unconditional easements for ingress and egress to the Leased Premises over, upon, and across Landlord's Property and adjoining lands and rights-of-way owned by Landlord as may be required by Tenant for the purpose of erection, installation, operation, maintenance, replacement and removal of the Communications Equipment (defined below) including the Tower and other necessary appurtenances and for telephone lines and power lines used in connection with the Communications Equipment (the "Access Easement"). Tenant shall have the right but not the obligation to improve the Access Easement either by grading, graveling, or paving. If a precise metes and bounds legal description of the Access Easement is attached hereto as Exhibit C, Landlord and Tenant hereby agree that Exhibit C shall constitute the determinative description of the Access Easement.

3.2 Utility Easements. Landlord hereby grants, bargains and conveys to Tenant, its successors and assigns, or to such utility company which Tenant shall designate, and Tenant or such utility company is hereby given and granted irrevocable for the term of the Lease, non-exclusive and unconditional easements for providing utilities to the Leased Premises (hereinafter, the "Utility Easement"), provided however, that all utility lines shall be installed below grade. The Utility Easement shall be for the installation, maintenance and operation (whether by Tenant or by Tenant's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Tenant's or its subtenants' building(s) or other Communications Equipment located on the Leased Premises. The Utility Easement shall be sufficiently wide but no greater in width than necessary for providing the applicable utility services to the Leased Premises. It is understood that Tenant and the utility company providing utility services shall have access to all areas of the Leased Premises, Landlord's Property and rights-of-way owned by Landlord as necessary for the installation, maintenance and/or

repair of such utility services. If a precise metes and bounds legal description of the Utility Easement is attached hereto as Exhibit D, Landlord and Tenant hereby agree that Exhibit D shall constitute the determinative description of the Utility Easement. Landlord does not guarantee or warrant that any utility and/or sufficient capacity exists for Tenant's permitted use, and that determination is and shall at all times be the sole responsibility of the Tenant to ascertain and secure from the utility provider(s).

3.3 Separate Easement.  If checked, Landlord shall execute such separate instrument or easement, substantially in the form of Exhibit F attached hereto and incorporated herein by reference, to give notice of and describe the foregoing easement rights. Tenant, at its sole expense, shall have the right to file the easement of record in the county and state where the easement is located. Landlord agrees to cooperate with and assist Tenant in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties if necessary for Tenant to have adequate access and utility service to the Leased Premises.

3.4 Utility Lines. Tenant and its subtenants may have electrical current meters installed on the Leased Premises. Tenant shall have the right to run utility lines directly or in such a manner as may be reasonably necessary from the utility source to the Communications Equipment, provided they shall be installed below grade. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Tenant. Tenant and any utility company providing services to Tenant shall have access to all portions of the Leased Premises, Landlord's Property or other adjacent or adjoining land of Landlord as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Landlord's normal use of Landlord's Property or such adjoining or adjacent land.

3.5 Surveys. Landlord hereby grants to Tenant, its surveyor or contractor the right to enter upon Landlord's Property to survey the Leased Premises and the Access and Utility Easements. Landlord grants to Tenant, its surveyor and/or contractor, the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information deemed by Tenant to be relevant and pertinent to that portion of Landlord's Property which abuts or surrounds the Leased Premises, the Access Easement and the Utility Easement. The cost for such survey work shall be borne by Tenant.

#### 4. Term and Option.

4.1 Initial Term. The initial term of this Lease shall be as provided in Section 1.7, commencing on the Commencement Date and terminating on midnight on the last day of the initial term (the "Initial Term").

4.2 Extended Terms. Tenant is hereby granted the option to extend the Initial Term of this Lease for the Extended Terms (if any) provided that Tenant is not then in default hereunder. Any and all extensions will be automatic unless Tenant gives written notice to Landlord of its intent not to exercise such option. If Tenant elects not to exercise such option, Tenant shall provide written notice to Landlord during the last six (6) months of the Initial Term or the Extended Term, as the case may be, but in no event shall said notice be less than thirty (30) days prior to the expiration of the then current term.

4.3 Holding Over. If after the end of the last Extended Term, should Tenant remain in possession of the Leased Premises, without executing a new lease, Tenant shall become a tenant on a month-to-month basis on the same terms and conditions of this Lease and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days prior written notice.

5. Rent. Tenant covenants and agrees to pay to Landlord during the Initial Term and any Extended Term the Rent set forth in Section 1.9, payable to Landlord in advance on the Commencement Date and on the first of day of each month thereafter at the address designated in Section 1.10 hereof or at another address designated by Landlord in accordance with Section 23. In addition to rent, Tenant shall pay Landlord a non-refundable signing bonus in the amount of \$1,000.00 upon full execution of this Agreement.

6. Use. Tenant shall use the Leased Premises for the purpose of installing, constructing, maintaining, repairing, replacing and operating a wireless communication facility consisting of one (1) tower (the "Tower") and such appurtenant Communications Equipment reasonably required by Tenant and its subtenants for use as a telecommunications facility and any other incidental activities or activities relating thereto as may be required or permitted by Applicable Laws. In accordance with § 8.6(e) of the Madison Village Zoning Code, the Tower shall be of a monopole design. As used in this Lease, "Communications Equipment" shall include but is not limited to the following equipment, whether owned by Tenant or any of its subtenants: (a) the Tower and building(s) to house equipment, including generators, necessary to operate the Tower; (b) installation of flexible coaxial transmission lines between antennae and telecommunications equipment; (c) radio communications equipment consisting of transmitters, receivers and accessories; (d) a fence to enclose all improvements, including the Tower, buildings and all equipment; and (e) any and all equipment, supplies or materials related to the foregoing. All improvements constructed or installed upon the Leased Premises shall be at Tenant's expense.

Landlord grants Tenant and its subtenants the right to use Landlord's Property and any land adjoining and adjacent to the Leased Premises on a temporary basis as is reasonably required for the construction, installation, maintenance, repair and replacement of the Communications Equipment. Tenant, or any assignee or subtenant of Tenant, may construct or erect such additional storage buildings or otherwise add or modify its Communications Equipment or telecommunications equipment, as the case may be, on the Leased Premises as reasonably required for the maintenance or operation of the Communications Equipment, or any telecommunications equipment of an assignee or subtenant.

7. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term(s), comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Tenant shall deliver to Landlord, prior to any entry to Landlord's Property, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

8. Termination. In addition to other rights of termination Tenant may have under this Lease, Tenant may, in Tenant's sole and absolute discretion at any time and for any or no reason, terminate this Lease. Tenant shall give Landlord thirty (30) days written notice of termination of this Lease under this Section 8. Upon termination, neither party shall have any further obligation to the other under the terms of this Lease. Tenant agrees to remove the Tower (including footings to a depth of three (3) feet below grade), all Communications Equipment, and any other improvements of any nature from the Leased Premises within one hundred and eighty (180) days following termination of this Lease, whether the termination is voluntary, due to expiration of the Initial Term (or Extended Term, if applicable), or due to Tenant's breach of this Lease, and further agrees to restore at Tenant's sole cost and expense the portions of the Leased Premises occupied by Tenant, to the reasonable satisfaction of Landlord, to its original condition, normal wear and tear, damage by storm, fire, lightning, earthquake and other conditions beyond Tenant's control excepted.

9. Defaults and Remedies:

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease for the failure to perform obligations under this Lease for the payment of money until fifteen (15) days after the payment is past due, and neither Landlord or Tenant shall be in default under this Lease for failure to perform any other obligation under this Lease until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such non-monetary default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Tenant fail to perform any obligations under this Lease for the payment of money within the 15 day period provided in paragraph 9(a) above or breach any material term or covenant in this Lease, and such breach shall continue uncured thirty (30) days after Landlord's written notice to Tenant, effective as provided in paragraph 24 below, Landlord may terminate this Lease, effective upon receipt of written notice by Tenant.

(c) Should Landlord breach any material term or covenant in this Lease or fail to perform any obligation under this Lease, and such breach shall continue uncured thirty (30) days after Tenant's written notice to Landlord, effective as provided in paragraph 23 below, Tenant may terminate this Lease effective upon receipt of written notice by Landlord or, at its option, cure such default. All sums expended by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand. If Landlord fails to reimburse Tenant promptly, Tenant shall have the right to set-off or deduct such amount from subsequent installments of rent only upon receipt of a court order or the final determination of an arbitration panel or other dispute resolution mediator allowing Tenant to do so.

10. Taxes. Landlord's Property is currently exempt from real property taxation pursuant to Ohio Revised Code § 5709.08 as it is exclusively used for a public purpose(s). This Lease is reasonably anticipated to remove the exemption for the area of the Leased Premises and other areas of Landlord's Property (to wit: the Access Easement and Utility Easement), as may be determined in the judgment of the tax commissioner, that are no longer devoted to exclusive public purpose(s), in addition to raising the valuation of Landlord's Property outside of the Leased Premises due to Tenant's improvements to the



Leased Premises, if any such improvements do occur. Tenant shall pay annually an amount equal to any lost real estate tax exemption and/or increase in real estate taxes that may be attributable to Tenant's use and/or occupancy of the (i) Leased Premises, including Tenant's improvements to the Leased Premises, reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Tenant's share thereof based upon the amount of the assessed valuation of the (a) Leased Premises, including the improvements to the Leased Premises made by Tenant, (b) Access Easement and (c) Utility Easement. Other than as set forth in this Section 10, Tenant shall not be responsible for any lost real estate tax exemption or increase in Landlord's real estate taxes. Tenant shall not be responsible for any interest, penalty or late charges caused by Landlord's failure to pay real estate taxes in a timely manner. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes. Tenant may, at its sole cost and expense, in connection with providing protection against the filing of tax liens against the Leased Premises, as required by Applicable Laws, contest in good faith the legality or validity of any increase in taxes attributable to Tenant's improvements, and Landlord shall, at no cost to Landlord, assist Tenant if Tenant elects to contest such tax increase. In the event the taxes are decreased as a result of Tenant's contest, Tenant shall receive a full benefit of such reduction in taxes either by refund from the taxing authority or by Landlord, if Tenant has previously reimbursed Landlord for the amount of such tax.

11. Tests. Throughout the Initial Term and any Extended Term, Tenant and its subtenants shall have the right to conduct survey, soil, radio coverage, and environmental tests and conduct any other investigations needed to determine if the Leased Premises is suitable for the construction, installation, operation, maintenance, repair and replacement of the Communications Equipment.

12. Non-Interference. During the Initial Term and any Extended Term, Landlord will not grant a lease, license, or easement or transfer or convey any other interest in Landlord's Property upon which the Leased Premises is located or any other property owned by Landlord contiguous to the property upon which the Leased Premises is located to any party if such lease, transfer or conveyance would in any way adversely affect or interfere, in Tenant's reasonable but sole discretion, with any Communications Equipment or the operation of the Tower or the Leased Premises.

13. Fixtures. Landlord covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, the Communications Equipment, constructed, erected or placed by Tenant on the Leased Premises shall be deemed by Landlord to be or become affixed to or a part of the Leased Premises, it being the specific agreement of Landlord and Tenant that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises shall be and remain the personal property of Tenant and shall be removed by Tenant as provided in this Lease. Tenant agrees to save Landlord harmless on account of claims or mechanic's, materialman or other liens imposed upon the Leased Premises in connection with any alterations, addition, or improvements to the Leased Premises made by Tenant, Tenant's agents, employees or contractors.

14. Assignment and Subleasing.

14.1 Tenant may, upon written notice to Landlord, assign this Agreement or transfer all or any part of the Leased Premises without the prior consent of Landlord to any company whose business is the

ownership and operation of communications towers provided that such assignee is Tenant's principal, affiliate, subsidiary of its principal or another entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization and the assignee assumes in full all of Tenant's obligations under this Lease and has a net worth equal to or better than Tenant's net worth as of the date of this Lease. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Following the date of such assignment and assumption, Tenant shall have no further obligation under this Lease.

14.2 Tenant may upon prior notice to Landlord sublease a portion of the Leased Premises without the prior consent of Landlord, provided that in no event may any sublease permit any use not expressly permitted by this Lease, extend the term of this Lease, or in any way modify the terms of this Lease such that any sublease is and shall be expressly conditioned on the good and faithful performance of this Lease. Tenant is prohibited from entering into any sublease free of charge, as an in-kind exchange, as and for consideration for an unrelated transaction, in satisfaction of a debt, or for any form of consideration whatsoever except monetary payments paid directly to Tenant.

Starting with the second sublease, if any, that Tenant enters into with respect to the Tower, Tenant shall pay to Landlord as additional Rent on a current monthly basis a sum equivalent to twenty percent (20%) of the gross payment(s) of each such sublease ("Revenue Share Payments"). For the avoidance of doubt, Revenue Share Payments shall not be due for the first (i.e., anchor) sublease that Tenant enters into with respect to the Tower. Revenue Share Payments shall commence when Tenant begins receiving rent from the applicable subtenant. If a subtenant under a sublease for which Tenant is paying Revenue Share Payments stops paying rent under the sublease or the sublease terminates/expires, the applicable Revenue Share Payments shall no longer be due. Notwithstanding the foregoing, starting with the second sublease, if any, that Tenant enters into with respect to the Tower, Tenant shall provide Landlord with a current copy of each sublease, inclusive of any addendum(s) thereto.

15. Governmental Condemnation or Taking. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of the Leased Premises or adjoining or adjacent property subject to an easement hereunder, apportionment thereby making it physically or financially unfeasible, as determined by Tenant in its sole discretion, for the Leased Premises to be used in the manner it was intended to be used by Tenant under this Lease, Tenant shall have the right to assert a claim against the condemning agency for the portion attributable to Tenant's interest in the Leased Premises and to terminate this Lease effective as of the date the condemning agency takes possession and the rental shall be equitably prorated. If only a portion of the Leased Premises is taken by eminent domain, and Tenant does not elect to terminate this Lease under this provision, then this Lease shall continue. Tenant reserves its right under paragraph 16(a) to relocate the Tower and the Communications Equipment, provided that the relocation does not impede or interfere with Landlord's use of Landlord's Property.

16. Damage or Destruction.

(a) Landlord acknowledges and agrees that it is extremely important that Tenant and its subtenants maintain continuous operation of the Communications Equipment on the Leased Premises. Therefore, in the event of any damage to or destruction of the Leased Premises, or any condemnation thereof, which renders the Communications Equipment inoperable or unusable, Tenant and its subtenants shall have the right, at its option, to construct or install temporary facilities, including temporary or replacement antennae, if necessary, on the Leased Premises or on Landlord's Property, in such location as may be reasonably acceptable to Landlord and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Communications Equipment. Landlord shall allow Tenant and its subtenants to install such additional equipment and fixtures, including but not limited to, antennae, cables, wires, and shall permit Tenant and its subtenants access, repair and maintenance rights as may be necessary to allow Tenant and its subtenants to operate and maintain such temporary facilities until the Leased Premises have been sufficiently repaired to permit use of the Communications Equipment on the Leased Premises, or until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed to the reasonable satisfaction of Landlord. If Tenant elects to continue operation of the Communications Equipment, Tenant shall diligently pursue restoration of the Communications Equipment on the Leased Premises or, if applicable, a mutually agreed upon substitute location, in accordance with best practices in the industry for construction of Communications Equipment

(d) If the Leased Premises are repaired, Tenant and its subtenants shall have the right to construct and install replacement Communications Equipment, including, but not limited to, the Tower, antennae, cables, conduits, poles, wires and electronic or other equipment, in and on the repaired Leased Premises, in substantially the same location and manner as prior to the occurrence of the damage. It is the intention of the parties that Tenant and its subtenants shall be able to maintain continuous operation and use of the Tower throughout the Initial Term and any Extended Term(s), at the same or substantially the same site where the Leased Premises is currently located.

(e) If Tenant elects to continue operation of the Communications Equipment pursuant to this paragraph, this Lease shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect. To the extent that Tenant continues to be able to operate the Communications Equipment on the Leased Premises or in a temporary location and continues to receive rent from its subtenants, Rent will not abate during the period of restoration of the Leased Premises. To the extent Tenant is unable to operate Communications Equipment on account of damage, destruction or condemnation not caused by acts or omissions of Tenant and its subtenants are not paying rent, Rent and Tenant's other obligations under this Lease shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Leased Premises or the conditions under which Tenant's temporary or replacement facilities are being used and operated, commencing from the date of damage, destruction or condemnation and continuing during the period of such repair or restoration. If Landlord and Tenant are unable to agree on the amount of equitable rent abatement, Landlord and Tenant agree to submit the determination of "equitable rent abatement" to an independent arbitration process.

17. Consents and Approvals. Tenant and/or its subtenants shall maintain the permits necessary for the Communications Equipment. Upon execution of this Lease, Landlord agrees to cooperate with

Tenant in all respects in connection with any application made by Tenant, in the name of Landlord, to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Tenant's or its subtenants' Communications Equipment shall be made at Tenant's expense, and Landlord shall have no obligations with respect thereto. However, whenever the consent or approval of either party is required or a determination must be made by either party under this Lease, no such consent or approval shall be unreasonably withheld; denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

18. Quiet Possession. Landlord hereby covenants that Tenant is seized and possessed of a valid leasehold estate in and to the Leased Premises, that Tenant shall have quiet and peaceable possession of the Leased Premises, that Landlord shall defend title to the Leased Premises for and on behalf of Tenant, and that Landlord shall provide such further assurances of title as may be necessary or appropriate. If the foregoing covenant of quiet possession shall be breached, Landlord shall be liable to Tenant for all damages incurred as a result of such breach.

19. Debt Security. Landlord covenants and agrees that, without the prior consent of Landlord, at all times during the Initial Term or any Extended Term, Tenant shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest of Tenant created hereby, together with all of Tenant's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Leased Premises by Tenant, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Landlord, as provided herein and Landlord is notified of such encumbrance. Tenant shall not place a mortgage on Landlord's fee interest in Landlord's Property.

20. Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an estoppel certificate, Landlord's acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant, Tenant's mortgagee or assignee, if any, and further stating such other matters as Tenant, Tenant's mortgagee or assignee shall reasonably require.

21. Subordination. If the Leased Premises is and shall be subject and subordinate to a mortgage, deed of trust or deed to secure debt in favor of Landlord's lender, Landlord shall provide to Tenant a non-disturbance agreement confirming the Tenant's right to quiet possession of the Leased Premises during the term of this Lease.

22. Environmental Matters. The operation of Landlord's Property has met, in all material respects, the Applicable Laws having jurisdiction, including, without limitation, all requirements pursuant to environmental protection, health, or safety laws and regulations (including the disposal of hazardous

substances and solid wastes). Neither Landlord nor any of its agents or affiliates have, in connection with the operation of Landlord's Property, ever generated, stored, treated, transported, handled, disposed of, or released any hazardous substance or solid, liquid, or gaseous waste in a manner that would give rise to any material liability under any statute or governmental regulation. Landlord is not a "potentially responsible party," as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or under any comparable state or local statute, in connection with any past or present waste disposal practices undertaken by it or on its behalf during its ownership or occupancy of Landlord's Property.

23. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Sections 1.10 and 1.11 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 23.

24. Entire Agreement and Binding Effect. This Lease and any attached Exhibits constitute the entire agreement between Landlord and Tenant. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

25. Due Authorization. If Landlord is a corporation, partnership or limited liability company, the undersigned represents that he or she is a duly authorized to execute this Lease and bind Landlord to the terms hereof.

26. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

27. Memorandum of Lease. Landlord and Tenant hereby agree, following the execution of this Lease, to execute the short form of Memorandum of Lease, in substantially the form of Exhibit G, attached hereto and incorporated herein by reference as modified to conform to the laws of the state in which the Leased Premises are located. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Leased Premises is located.

28. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

29. Governing Law. This Lease shall be construed and governed in accordance with the laws of the state in which the Leased Premises is located.

30. Severability. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

31. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or

practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

Executed by the parties' duly authorized representatives as of the Effective Date.

LANDLORD:

VILLAGE OF MADISON

By:     *Edm. Baughen*    

Name:     *J. Smith*    

Title:     *Mayor*    

TENANT:

NORTHSTAR TOWERS, LLC

By:     *Jesse Styles*      
Jesse Styles, President and Chief Executive Officer

STATE OF OHIO )  
 ) SS:  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 2 day of June, 2022, by Sam Britton the Mayor of the Village of Madison, an Ohio municipal corporation, on behalf of the municipal corporation.

Gabrielle Crouch  
Notary Public  
Print Name: Gabrielle Crouch

(SEAL)

STATE OF OHIO )  
 ) SS:  
COUNTY OF Cuyahoga )

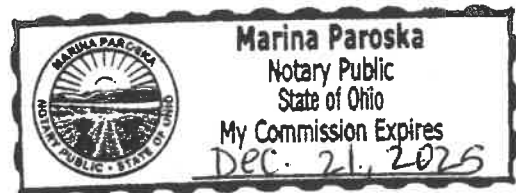


GABRIELLE CROUCH  
Notary Public  
State of Ohio  
My Comm. Expires  
August 2, 2026

The foregoing instrument was acknowledged before me this 26th day of MAY, 2022, by Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Marina Paroska  
Notary Public  
Print Name: Marina Paroska

(SEAL)





EXHIBITS AND SCHEDULES

EXHIBITS

Legal Description of Landlord's Property  
Legal Description of Leased Premises  
Legal Description of Access Easement  
Legal Description of Utility Easement  
Memorandum of Option  
Form of Easement Agreement  
Memorandum of Lease

A  
B  
C  
D  
E  
F  
G

**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

**LAND SPACE (0.110 ACRE TRACT)**

Situated in the State of Ohio, County of Lake, and Village of Madison, being part of original Lot 3, Tract 1, Township 11N, Range 6W, and being part of a 5.0340 acre tract (per Auditor record) conveyed to Village of Madison, Ohio, as recorded in Document No. 2021R020298, Lake County, Ohio, and being more particularly described as follows:

Beginning for reference at a point in the northerly right of way line of Samuel Street (19.43 feet in width), said point also being the southeast corner of a 0.521 acre tract conveyed to the Board of Lake County Commissioners, thence along the northerly right of way line of Samuel Street with a curve turning to the left, with an arc length of 132.09 feet, a radius of 10680.31 feet, a delta angle of  $0^{\circ}42'31''$ , a chord bearing of  $N 70^{\circ}39'31'' E$ , and a chord length of 132.09 feet to a point;

Thence  $N 70^{\circ}18'16'' E$ , along the northerly right of way line of Samuel Street, a distance of 78.84 feet to a point;

Thence  $N 19^{\circ}41'44'' W$ , a distance of 31.21 feet to a point;

Thence  $S 67^{\circ}42'15'' W$ , a distance of 19.97 feet to a point to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence  $N 22^{\circ}17'45'' W$ , a distance of 60.00 feet to an iron pin set;

Thence  $N 67^{\circ}42'15'' E$ , a distance of 80.00 feet to an iron pin set;

Thence  $S 22^{\circ}17'45'' E$ , a distance of 60.00 feet to an iron pin set;

Thence  $S 67^{\circ}42'15'' W$ , a distance of 80.00 feet to the TRUE POINT OF BEGINNING, having an area of 4800.00 Square Feet or 0.110 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

**EXHIBIT B**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**LAND SPACE (0.110 ACRE TRACT)**

Situated in the State of Ohio, County of Lake, and Village of Madison, being part of original Lot 3, Tract 1, Township 11N, Range 6W, and being part of a 5.0340 acre tract (per Auditor record) conveyed to Village of Madison, Ohio, as recorded in Document No. 2021R020298, Lake County, Ohio, and being more particularly described as follows:

Beginning for reference at a point in the northerly right of way line of Samuel Street (19.43 feet in width), said point also being the southeast corner of a 0.521 acre tract conveyed to the Board of Lake County Commissioners, thence along the northerly right of way line of Samuel Street with a curve turning to the left, with an arc length of 132.09 feet, a radius of 10680.31 feet, a delta angle of  $0^{\circ}42'31''$ , a chord bearing of  $N 70^{\circ}39'31'' E$ , and a chord length of 132.09 feet to a point;

Thence  $N 70^{\circ}18'16'' E$ , along the northerly right of way line of Samuel Street, a distance of 78.84 feet to a point;

Thence  $N 19^{\circ}41'44'' W$ , a distance of 31.21 feet to a point;

Thence  $S 67^{\circ}42'15'' W$ , a distance of 19.97 feet to a point to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence  $N 22^{\circ}17'45'' W$ , a distance of 60.00 feet to an iron pin set;

Thence  $N 67^{\circ}42'15'' E$ , a distance of 80.00 feet to an iron pin set;

Thence  $S 22^{\circ}17'45'' E$ , a distance of 60.00 feet to an iron pin set;

Thence  $S 67^{\circ}42'15'' W$ , a distance of 80.00 feet to the TRUE POINT OF BEGINNING, having an area of 4800.00 Square Feet or 0.110 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

EXHIBIT C

LEGAL DESCRIPTION OF ACCESS EASEMENT

ACCESS AND UTILITY RIGHT OF WAY (0.022 ACRE TRACT)

Situated in the State of Ohio, County of Lake, and Village of Madison, being part of original Lot 3, Tract 1, Township 11N, Range 6W, and being part of a 5.0340 acre tract (per Auditor record) conveyed to Village of Madison, Ohio, as recorded in Document No. 2021R020298, Lake County, Ohio, and being more particularly described as follows:

Beginning for reference at a point in the northerly right of way line of Samuel Street (19.43 feet in width), said point also being the southeast corner of a 0.521 acre tract conveyed to the Board of Lake County Commissioners, thence along the northerly right of way line of Samuel Street with a curve turning to the left, with an arc length of 132.09 feet, a radius of 10680.31 feet, a delta angle of  $0^{\circ}42'31''$ , a chord bearing of  $N 70^{\circ}39'31'' E$ , and a chord length of 132.09 feet to a point;

Thence  $N 70^{\circ}18'16'' E$ , along the northerly right of way line of Samuel Street, a distance of 78.84 feet to the TRUE POINT OF BEGINNING;

Thence  $N 19^{\circ}41'44'' W$ , a distance of 31.21 feet to a point in the south line of the Land Space;

Thence  $N 67^{\circ}42'15'' E$ , along the south line of the Land Space, a distance of 30.03 feet to a point;

Thence  $S 19^{\circ}41'44'' E$ , a distance of 32.57 feet to a point in the northerly right of way line of Samuel Street;

Thence  $S 70^{\circ}18'16'' W$ , along the northerly right of way line of Samuel Street, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, having an area of 956.79 Square Feet or 0.022 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

**EXHIBIT D**

**LEGAL DESCRIPTION OF UTILITY EASEMENT**

**ACCESS AND UTILITY RIGHT OF WAY (0.022 ACRE TRACT)**

Situated in the State of Ohio, County of Lake, and Village of Madison, being part of original Lot 3, Tract 1, Township 11N, Range 6W, and being part of a 5.0340 acre tract (per Auditor record) conveyed to Village of Madison, Ohio, as recorded in Document No. 2021R020298, Lake County, Ohio, and being more particularly described as follows:

Beginning for reference at a point in the northerly right of way line of Samuel Street (19.43 feet in width), said point also being the southeast corner of a 0.521 acre tract conveyed to the Board of Lake County Commissioners, thence along the northerly right of way line of Samuel Street with a curve turning to the left, with an arc length of 132.09 feet, a radius of 10680.31 feet, a delta angle of 0°42'31", a chord bearing of N 70°39'31" E, and a chord length of 132.09 feet to a point;

Thence N 70°18'16" E, along the northerly right of way line of Samuel Street, a distance of 78.84 feet to the TRUE POINT OF BEGINNING;

Thence N 19°41'44" W, a distance of 31.21 feet to a point in the south line of the Land Space;

Thence N 67°42'15" E, along the south line of the Land Space, a distance of 30.03 feet to a point;

Thence S 19°41'44" E, a distance of 32.57 feet to a point in the northerly right of way line of Samuel Street;

Thence S 70°18'16" W, along the northerly right of way line of Samuel Street, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, having an area of 956.79 Square Feet or 0.022 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

**EXHIBIT E**

**MEMORANDUM OF OPTION**

This Memorandum of Option is made as of \_\_\_\_\_, 20\_\_ by and between VILLAGE OF MADISON, an Ohio municipal corporation, ("Landlord"), and NORTHSTAR TOWERS, LLC, a Delaware limited liability company ("Northstar"), who agree as follows:

1. Landlord's Address: Landlord's address is 81 Samuel Street, Madison, OH 44057.
2. Northstar's Address: Northstar's address is 815 Superior Avenue East, Suite 1812, Cleveland, OH 44114.
3. Option Premises. Landlord has granted to Northstar pursuant to that certain Option and Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement"), an option to lease (the "Option") a portion of certain parcel of land located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property"). In addition, Landlord has granted Northstar an option for (i) an access easement over Landlord's Property and (ii) a utility easement over Landlord's Property.
4. Option Term; Extended Term. The Option is for a period of three (3) years commencing on \_\_\_\_\_, 20\_\_ and expiring on \_\_\_\_\_, 20\_\_.
5. Vesting Deed. Landlord acquired title to Landlord's Property by virtue of a deed recorded on \_\_\_\_\_ as recorded in Book \_\_\_, Page \_\_\_ of the Official Records of \_\_\_\_\_ County, State of \_\_\_\_\_.
6. Purpose of Memorandum of Option. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Lease shall prevail.

The parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD:  
VILLAGE OF MADISON

By: JAM BERTHO

Name: J. BERTHO

Title: MAYOR

NORTHSTAR:

NORTHSTAR TOWERS, LLC

By: Jesse Styles  
Jesse Styles, President and Chief Executive  
Officer

-

STATE OF OHIO )  
COUNTY OF Lake ) SS:

The foregoing instrument was acknowledged before me this 2 day of June, 2022 by Sam Britton, the Mayor of the Village of Madison, an Ohio municipal corporation, on behalf of the municipal corporation.

Gabrielle Crouch  
Notary Public  
Print Name: Gabrielle Crouch

(SEAL)

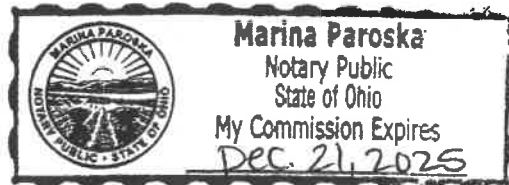
STATE OF Ohio )  
COUNTY OF Cuyahoga ) SS:



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2022 by Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Marina Paroska  
Notary Public  
Print Name: Marina Paroska

(SEAL)





**EXHIBIT F**

[only necessary if box in Section 3.3 is checked]

**FORM OF EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ a(n) \_\_\_\_\_ ("Grantor"), having an address at \_\_\_\_\_, and NORTHSTAR TOWERS LLC, a Delaware limited liability company ("Grantee"), having an address at 815 Superior Avenue East, Cleveland, OH 44114.

**RECITALS:**

A. Grantor is the owner of a certain parcel of land located in the \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Property").

B. Grantee, as tenant, has entered that certain Lease Agreement (the "Lease") with Grantor, as landlord, dated as of \_\_\_\_\_, 20\_\_\_\_, pursuant to which the Grantee has leased from the Grantor a certain portion of Landlord's Property more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Leased Premises") for the purpose of constructing, maintaining and operating a telecommunications facility.

C. The portion of Landlord's Property not being leased to Grantee is adjacent to the Leased Premises and access to and from the Leased Premises is over and across a portion of the Landlord's Property not being leased to Grantee; and

D. Grantee desires to obtain the consent of Grantor for Grantee to use certain portions of Landlord's Property not being leased to Grantee and to further provide for the grant by Grantor to Grantee of an easement over and upon a portion of Landlord's Property not being leased to Grantee for vehicular and pedestrian ingress and egress to and from the Leased Premises and for the installation, operation and maintenance of utilities, all pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant, contract and agree as follows.

1. Grantor hereby grants, bargains and conveys to Grantee, its successors, agents, assigns and subtenants, and Grantee is hereby given and granted, and accepts from Grantor, irrevocable, non-exclusive, unconditional and appurtenant \_\_\_\_ foot (\_\_\_\_) easement for ingress and egress to the Leased Premises over, across and upon certain portions of Landlord's Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Tract"), for the purpose of accessing the Leased Premises in order to erect, install, operate, maintain, repair, replace and remove communications equipment and other necessary appurtenances. Grantee shall have the right but not the obligation to improve the Access Easement Tract either by grading, graveling or paving and for the purpose of providing a road to the Leased Property. Grantee shall have access to all areas of the

Leased Premises, Landlord's Property and rights-of-way owned by Grantor as necessary for the installation, maintenance and/or repair of such Access Easement.

2. In the event Landlord decides to construct a building over the Access Easement, Landlord shall have the right to relocate the Access Easement provided that (i) such relocation does not restrict the access to the Leased Premises, (ii) Landlord shall give Tenant not less than 120 days advance written notice, (iii) a substitute access easement (the "Substitute Access Easement") is granted for the new location, (iv) the Substitute Access Easement shall in all respects with regard to the rights granted Tenant be at least equal to the Access Easement, (v) this Lease, the Memorandum evidencing this Lease and any separate easement agreement are amended, as necessary, to document the termination of the Access Easement and the granting of the Substitute Easement, and (vi) such relocation is performed at Landlord's sole cost and expense.

3. Grantor also hereby grants, bargains and conveys to Grantee, its successors, agents, assigns and subtenants, and Grantee is hereby given and granted, and accepts from Grantor, an irrevocable, non-exclusive, unconditional and appurtenant easement for ingress and egress to the Leased Premises over, under, across and upon that certain portion of Landlord's Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "Utility Easement Tract"), for the purpose of erection, installation, operation, maintenance and removal of Grantee's communications equipment and other necessary appurtenances and for telephone lines and power lines used in connection therewith. Grantee shall have the right but not the obligation to improve the Utility Easement Tract either by grading, graveling or paving and for the purpose of providing utilities to the Leased Premises including the installation, maintenance and operation (whether by Grantee or by Grantee's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Grantee's building or other communications equipment located on the Leased Premises. Grantee and the utility company providing utility services to Grantee shall have access to all areas of the Leased Premises, the Landlord's Property, and rights-of-way owned by Grantor as necessary for the installation, maintenance and/or repair of such utility services.

4. The consents and rights granted herein are granted only to Grantee, its successors, agents, assigns and subtenants, and shall exist for only so long as the Leased Premises is leased or owned by Grantee, its successors, agent, assigns and subtenants and used to maintain and operate a telecommunications facility, and this Agreement shall terminate automatically upon the removal of such facility from the Leased Premises. Grantee covenants to utilize the Access Easement Tract and Utility Easement Tract only for the purpose of ingress and egress, the installation, operation, maintenance and removal of Grantee's communications equipment and the installation, operation and maintenance of utilities necessary to construct, operate and maintain a telecommunications facility upon the Leased Premises in the usual course of business. Grantor covenants not to do or permit any act or acts that will unreasonably prevent or hinder Grantee's or its agents' use of the Access Easement Tract and Utility Easement Tract for the aforementioned purposes.

5. Grantor agrees to cooperate with and assist Grantee in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties if necessary for Grantee to have adequate access and utility service to the Leased Premises.

6. Nothing contained in this Agreement will be deemed to be a dedication of any portion of the Access Easement Tract and Utility Easement Tract to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes set forth herein.

7. Each and all of the covenants and provisions contained herein (a) are made as an appurtenance for the benefit of the Leased Premises; (b) will create mutual equitable servitudes upon the Leased Premises and the Landlord's Property and shall be covenants running with the land; (c) will bind every person having any fee, leasehold or other interest in any portion of the Leased Premises or the Landlord's Property to the extent that such portion is affected or bound by any term, covenant or provision set forth herein; and (d) will inure to the benefit of the parties and their respective successors and assigns as to the Leased Premises and the Landlord's Property.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed the day and year first above written.

GRANTOR:

By: Sam Baylson  
Name: Sam Baylson  
Title: MAYOR

GRANTEE:

NORTHSTAR TOWERS LLC

By: AA  
Name: Jesse Styles  
Title: President / CEO

STATE OF Ohio )  
 ) SS:  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 2 day of June, 2022  
by Sam Britton the Mayor of the Village of Madison an Ohio municipal, on behalf of the  
Municipal Corporation

Gabrielle Crouch  
Notary Public  
Print Name: Gabrielle Crouch

(SEAL)



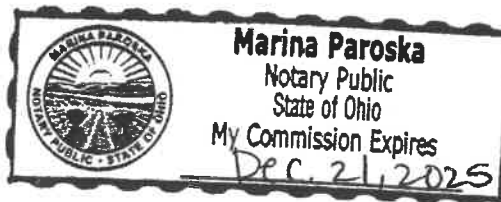
GABRIELLE CROUCH  
Notary Public  
State of Ohio  
My Comm. Expires  
August 2, 2026

STATE OF Ohio )  
 ) SS:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2022 by  
Jesse Styles, the Pres./CEO of Northstar Towers Delaware limited liability company,  
on behalf of the limited liability company.  
LLC

Marina Paroska  
Notary Public  
Print Name: Marina Paroska

(SEAL)



**EXHIBIT A TO EASEMENT**

**DESCRIPTION OF LANDLORD'S PROPERTY**

**EXHIBIT B TO EASEMENT**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT C TO EASEMENT**

**ACCESS EASEMENT**

**EXHIBIT D TO EASEMENT**

**UTILITY EASEMENT**

**EXHIBIT G**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, an  
\_\_\_\_\_ ("Landlord"), and Northstar Towers, LLC, a Delaware limited  
liability company ("Tenant"), who agree as follows:

1. Landlord's Address: Landlord's address is 81 Samuel Street, Madison, OH 44057
2. Tenant's Address: Tenant's address is 815 Superior Avenue East, Suite 1812, Cleveland, OH 44114.
3. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord, pursuant to that certain Lease Agreement of even date herewith (the "Lease"), that certain parcel of land located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"). In addition, Landlord hereby grants to Tenant (i) an access easement over the land described on Exhibit B attached hereto and incorporated herein by reference and (ii) a utility easement over the land described on Exhibit C attached hereto and incorporated herein.
4. Term; Extended Terms. The initial term of the Lease commences on \_\_\_\_\_, 20\_\_ and expires on \_\_\_\_\_, 20\_\_. Tenant has ten (10) five-year options to extend the term of the Lease in accordance with and subject to the provisions and conditions of the Lease.
5. ~~First Right of Refusal. During the Term of the Lease, Tenant shall have the continuing first right to purchase the Leased Premises or any adjoining or adjacent property subject to an easement in favor of Tenant in accordance with and subject to the provisions and conditions of the Lease.~~
6. Vesting Deed. Landlord acquired title to the Premises by virtue of a deed recorded on \_\_\_\_\_ as recorded in Book \_\_\_, Page \_\_\_ of the Official Records of \_\_\_\_\_ County, State of \_\_\_\_\_.
7. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease. The Lease is incorporated herein

by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

The parties hereto have executed this Memorandum of Lease on the day and year first above written.

The parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD:

By: JAM Kautz  
Name: J. Kautz  
Title: Mayor

NORTHSTAR:

NORTHSTAR TOWERS, LLC

By: Jesse Styles  
Jesse Styles, President and Chief Executive  
Officer

-



STATE OF OHIO )  
 ) SS:  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me this 2 day of June, 2022,  
by Sam Britten, the Mayor of the Village of Madison, a(n)  
Ohio municipal corporation on behalf of the municipal corporation.

Gabrielle Crouch  
Notary Public  
Print Name: Gabrielle Crouch

(SEAL)

STATE OF Ohio )  
 ) SS:  
COUNTY OF Cuyahoga )

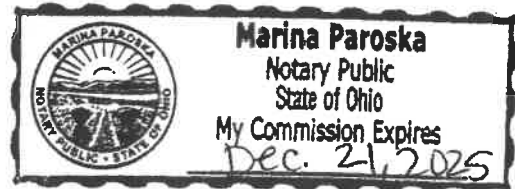


GABRIELLE CROUCH  
Notary Public  
State of Ohio  
My Comm. Expires  
August 2, 2026

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2022 by  
Jesse Styles, the President and Chief Executive Officer of Northstar Towers, LLC, a Delaware limited  
liability company, on behalf of the limited liability company.

Marina Paroska  
Notary Public  
Print Name: Marina Paroska

(SEAL)



**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT B**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

*TO BE ATTACHED UPON COMPLETION OF SURVEY*

**EXHIBIT C**

**LEGAL DESCRIPTION OF UTILITY EASEMENT**