

ORDINANCE NO. 205-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO LEASE AGREEMENT WITH AMERICAN TOWERS, LLC PERTAINING TO THE SOUTH COURT STREET CELL TOWER, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 159-99, passed July 12, 1999 authorized the Mayor to execute a Lease Agreement with AT&T Wireless PCS of Cleveland for the use of a portion of City Property located on the west side of South Court Street in connection with its federally licensed communications business; and

WHEREAS: The parties involved wish to enter into an amendment to the lease.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor be, and hereby is, authorized and directed to execute the First Amendment to Lease Agreement with American Towers, LLC pertaining to the South Court Street Cell Tower.

SEC. 2: That a copy of the First Amendment to Lease Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 3: 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to finalize the agreement as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: November 24, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 25, 2025

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 205-25 ADOPTED BY SAID COUNCIL ON Nov 24, 2025
Kathy Patton
CLERK OF COUNCIL

SIGNED: Dennis Hanwell
Mayor

THE FIRST AMENDMENT TO LEASE AGREEMENT

ORD 205-25
Exh. A

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Medina** ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Ten thousand and xx/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 1, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease executed by Landlord. In the event that Tenant elects to pay the one-time payment prior to the satisfaction of any of the conditions precedent, Landlord shall still be required to comply with items (a) through (d) above and the other terms and conditions of this Amendment shall apply and be binding upon issuance of such payment by Tenant.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of August 31, 2029 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.
3. **Additional Ground Space.**
 - a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, effective as of the Effective Date (as defined below) Landlord hereby leases to Tenant approximately an additional **one thousand two hundred twenty-four square feet (1,224**

sq. ft.) of land (the "**Expanded Lease Area**"). The Expanded Lease Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use the Expanded Lease Area in the same manner that Tenant is permitted to use the Leased Premises. After the Effective Date, the Expanded Lease Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Lease Area.

- b. Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Lease Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Lease Area. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Lease Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Lease Area. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Lease Area in conducting these activities.
4. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **two thousand two hundred and xx/100 Dollars (\$2,200.00)** per month (the "**Rent**"). Commencing on September 1, 2025 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **four percent (4%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to "**City of Medina**". The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
5. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty-five percent (25%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation

Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Relocation of Access Easement.** Following the Effective Date of this Amendment, Landlord shall have the one-time right to request relocation of the access easement and an amendment to the existing legal description of the access easement described in the attached Exhibit A at Landlord's sole expense, upon no less than thirty (30) days written notice to Tenant ("**Written Notice**"). The proposed location of the new access easement is depicted in **Exhibit C** (the "**Proposed Access Easement**"), which is acceptable to Tenant, but have not yet been approved by the subtenants, which approval is required. Along with the Written Notice, Landlord shall provide a copy of the survey and legal description depicting the Proposed Access Easement. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the Proposed Access Easement, specifically any regulations as they pertain to wireless telecommunications facilities. Following Landlord's request to proceed with the relocation, Tenant shall promptly request approval from its subtenants and shall in good faith endeavor to provide a response within 90 days of Landlord's request. The Proposed Access Easement shall provide access to the Leased Premises of the same or

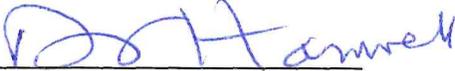
similar quality and accessibility as exists on the Effective Date hereof and shall be at least fifteen (15) feet wide. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day, 7 days a week. Following subtenant approval, the Parties agree to prepare and execute an amendment to the Lease and Memorandum of Lease for the purpose of revising the existing legal description of the access easement as described in the attached Exhibit A. Landlord shall be responsible for the costs of recording the new Memorandum of Lease. If Landlord or Tenant files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

7. **Notices.** The Parties acknowledge and agree that Section 19 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: Mayor and Law Director, 132 N. Elmwood Ave., Medina, OH 44256; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Deletions.** The Parties acknowledge and agree that Section 10(b) of the Lease and the last sentence in the first paragraph of Section 12 are hereby deleted in their entirety and are of no further force and effect.
9. **Tower Height Restriction.** The Parties acknowledge and agree that the height of the tower shall not exceed one hundred ninety-two (192) feet without the express written consent of the Landlord.
10. **Setback Requirements.** Landlord agrees that Landlord shall not enforce, and shall be deemed to have waived enforcement of, any zoning setback requirements, whether currently in effect or adopted in the future, as applied to the Tenant's Leased Premises and/or the Expanded Lease Area. The Landlord further agrees that any future modifications or adoption of setback requirements shall not affect or restrict Tenant's use, occupancy, or development of the Leases Premises or the Expanded Lease Area.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
12. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

**City of Medina,
an Ohio municipal corporation,**

Signature: 
Print Name: Dennis Hanwell
Title: Mayor
Date: 11-25-2025

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: Senior Counsel

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

and known as being part of Medina City Lot Number 3250 being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

Being situated in the County of Medina, State of Ohio, and being known as
Medina County APN: 028-19C-20-096.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements.

This is a description for AT&T Wireless Services of an area to be leased from The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:
Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30°, all pins called out as set are 3/8" x 30" ReBars..
Beginning at a steel pin set at the Southeast corner of the said Lease Site on the South line of the lands of the Grantor, said line also being the South line of said City Lot 3250, and being 270° 08' 20" a distance of 133.35' from the Southeast corner of said City Lot 3250;
Thence continuing with the said South line of the lands of the Grantor, 270° 08' 20" a distance of 74.65' to a steel pin recovered at the Southwest corner of the said lands of the Grantor;
Thence with the West line of the said lands of the Grantor, 0° 04' 11" a distance of 70.00' to a set steel pin;
Thence through the said lands of the Grantor with the following two (2) courses;
(1) 90° 08' 54" a distance of 76.08' to a set steel pin;
(2) 181° 13' 39" a distance of 70.00' to the point of Beginning.
This tract contains 5274.57 square feet or 0.121 acres more or less.

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

EXPANDED LEASE AREA

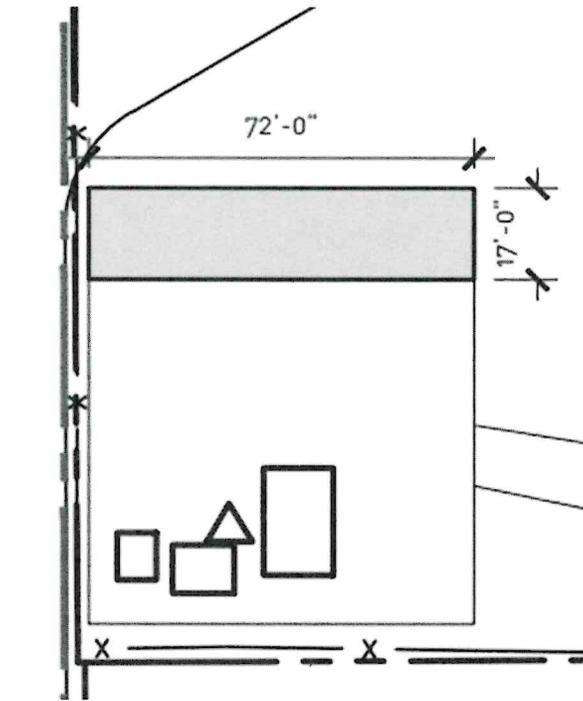
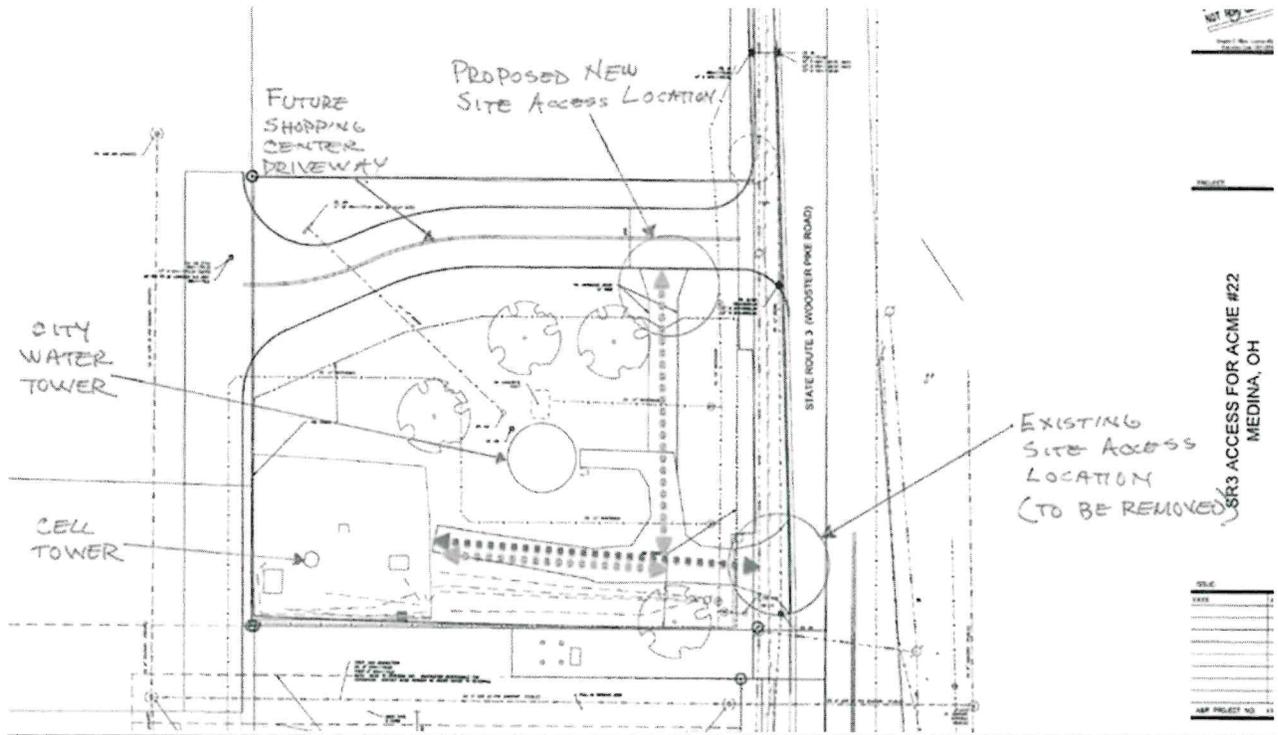


EXHIBIT C

PROPOSES ACCESS EASEMENT



Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 50745
ATC Site Name: MEDINA OH
Assessor's Parcel No(s): 028-19C-20-096

Prior Recorded Lease Reference:

Vol 2000OR Bk 000385
State of Ohio
County of Medina

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 25th day of November, 2025 by and between **City of Medina** ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2065. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Expanded Lease Area/ Additional Areas.** The Landlord has granted to Tenant an Expanded Lease Area by approximately one thousand two hundred twenty-four (1,224) square feet as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of

Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO BOX 703, MEDINA, OH 44258-0703; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Medina,
an Ohio municipal corporation

Signature: [Signature]
Print Name: Dennis Hanwell
Title: Mayor
Date: 11-25-2025

Signature: [Signature]
Print Name: Tracy Eckert
Signature: [Signature]
Print Name: Megan Palmer

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio

County of Medina

On this 25 day of November, 2025, before me, the undersigned Notary Public, personally appeared Dennis Hanwell, Mayor, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Tracy Eckert
My commission expires: 8/25/2029



TRACY ECKERT
Notary Public
State of Ohio
My Comm. Expires
August 25, 2029

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: Senior Counsel

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, _____, the undersigned Notary Public, personally appeared _____, Senior Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

and known as being part of Medina City Lot Number 3250 being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

Being situated in the County of Medina, State of Ohio, and being known as
Medina County APN: 028-19C-20-096.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

This is a description for AT&T Wireless Services of an area to be leased from The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:

Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30°, all pins called out as set are 3/8" x 30" ReBars..
Beginning at a steel pin set at the Southeast corner of the said Lease Site on the South line of the lands of the Grantor, said line also being the South line of said City Lot 3250, and being 270° 08' 20" a distance of 133.35' from the Southeast corner of said City Lot 3250;
Thence continuing with the said South line of the lands of the Grantor, 270° 08' 20" a distance of 74.65' to a steel pin recovered at the Southwest corner of the said lands of the Grantor;
Thence with the West line of the said lands of the Grantor, 0° 04' 11" a distance of 70.00' to a set steel pin;
Thence through the said lands of the Grantor with the following two (2) courses;
(1) 90° 08' 54" a distance of 76.06' to a set steel pin;
(2) 181° 13' 39" a distance of 70.00' to the point of Beginning.
This tract contains 5274.57 square feet or 0.121 acres more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

This is a description for AT&T Wireless Services of an easement, for the purpose of ingress, egress and wire utilities from the West line of SR-3 (South Court Street) to the Lease Site, through the lands of The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:

Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30°. Beginning at a point on the West line of SR-3 at the Southeast corner of said City Lot 3250, said point also being the Southeast corner of the said lands of the Grantor;
Thence with the South line of said City Lot 3250 and the said South line of the lands of the Grantor, 270° 08' 20" a distance of 133.35' to a steel pin at the Southeast corner of the said Lease Site;
Thence with the East line of the said Lease Site, 1° 13' 39" a distance of 35.60' to a point;
Thence through the said lands of the Grantor with the following three (3) courses;
(1) 90° 08' 20" a distance of 117.63' to a point;
(2) 0° 08' 20" a distance of 5.00' to a point;
(3) 90° 08' 20" a distance of 15.00' to a point on the said West line of SR-3 and the East line of the said lands of the Grantor;
Thence with the said West line of SR-3 and the said East line of the lands of the Grantor, 180° 04' 36" a distance of 40.69' to the point of Beginning.

EXHIBIT B
Expanded Lease Area/Additional Areas

This Exhibit B may be replaced at Tenant's option as described below.

