

WIRELESS COMMUNICATION EASEMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT ("Agreement"), dated as of the latter of the signature dates below ("Effective Date"), is by and between Northeast Ohio Property Group LLC, an Ohio limited liability company, with a mailing address of 1000 Market Ave. S, STE 235, Canton, Ohio 44707 ("Site Owner"), and Skyway Towers, LLC, a Delaware limited liability company, of 3637 Madaca Lane, Tampa, Florida 33618 ("Skyway"). All references to Skyway and Site Owner shall include their respective heirs, successors, personal representatives, lessees, licensees, and assigns (Skyway and Site Owner collectively are the "Parties").

RECITALS

WHEREAS, Site Owner owns real estate ("Property") located at 5768 Wales Avenue NW, in Jackson Township, in the County of Stark, State of Ohio 44718 (Parcel ID: 1630023), as fully described on the attached **Exhibit A**.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers, and conveys to Skyway:

 (i) an exclusive easement in, to, under, and over the Property described in Exhibit A ("Communication Easement") for the operation of a wireless communication facility, including, if applicable, the construction, maintenance, repair, replacement, improvement, operation, and removal of towers, antennas, buildings, fences, gates, generators, and related facilities (collectively, "Facilities") together with the right to enter the Property, to access and use the Easements (as described below), without notice or consent, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, in connection with the construction, operation, maintenance, repair, replacement, and/or removal of a wireless communication facility and uses as described in this Agreement; and

 (ii) a non-exclusive unimpaired easement in, to, under, and over the Property described in Exhibit A ("Access and Utility Easement") for ingress and egress to and from a publicly dedicated right of way to the Communication Easement, including the right to install, repair, service, replace, improve, maintain, and removal of all utilities, such as but not limited to wires, poles, cables, fiber optic cables, conduits and pipes, providing services to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement shall include, without limitation, that certain portion of the Property granted to and leased to Skyway under the Existing Agreement (as described below), including all and any easements granted therein. The Communication Easement, Access and Utility Easement and all easements granted under the Existing Agreement are hereinafter collectively referred to as the "Easements."

(c) In consideration of Site Owner granting Skyway the Easements, Skyway shall pay Site Owner the sum of One Hundred Sixty Four Thousand and No/100 Dollars (\$164,000.00) within ten (10) days of the Effective Date ("Easements Fee").

- 2 **Termination of Existing Communication Site Lease with Option Agreement.** The Parties agree that the existing Option and Lease Agreement dated December 1, 2020, as amended by that certain First Amendment to Option and Lease Agreement dated March 15, 2021, between Northeast Ohio Property Group LLC, an Ohio limited liability company, as Landlord, and Skyway Towers, LLC, a Delaware limited liability company, as Tenant, (collectively, the "Existing Agreement") will terminate as of the closing date of this Agreement.
- 3 **Use of Easements.** Consistent with Section 1 of this Agreement, Skyway shall have the right to lease, license, transfer, assign and/or grant sub-easements, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties, including without limitation, any communication service providers, lessees, licensees, sub-easement holders and any affiliates, agents, contractors, invitees, and employees of Skyway and of Skyway's present or future lessees, licensees and/or sub-easement holders (collectively, "Permittees"). Site Owner acknowledges and agrees that Skyway's ability to use the Easements are contingent upon the suitability and Skyway's intended use of the Property in compliance with any zoning, land use, building and any other necessary regulations, whether local, state, or federal in nature.
- 4 **Utilities.** Skyway shall have the right to install, maintain, operate, and remove utilities within the Easements, at its expense, and to improve present utilities upon or near the Property (including, but not limited to, the installation of emergency back-up power). Subject to Site Owner's approval, which shall not be unreasonably withheld, conditioned or delayed, Skyway shall have the right to locate utilities upon, across, under and over portions of the Property to service the Communications Easement and Facilities. Site Owner shall cooperate with Skyway to obtain utilities from any location or path on the Property selected by the applicable servicing utility provider. Upon request, Site Owner shall execute recordable documents evidencing this right. Skyway shall fully and promptly pay for all utilities furnished to the Communications Easement for the use, operation, and maintenance of its Facilities.
- 5 **Term.** The term of this Agreement and the Easements shall be perpetual, commencing upon the Effective Date. Notwithstanding the foregoing, if Skyway voluntarily ceases to use the Easements for a period of three (3) consecutive years (for reasons other than casualty, condemnation, or Act of God), the Easements shall be deemed surrendered. Skyway may surrender the Easements for any reason at any time upon thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall terminate, and the Parties shall execute and record such documents reasonably required to effect said termination. This Agreement may not be terminated by Site Owner except upon breach of this Agreement by Skyway which has not been cured for sixty (60) days, including but not limited to Skyway's breach of Sections 7 (Property Taxes) and 8 (Property Maintenance and Access) provided, that if any breach or failure by Skyway resulting in a default cannot be cured within sixty (60) days, no termination shall occur unless Skyway fails to take steps to cure such breach or failure within such sixty (60) days and to act diligently to complete the cure of such breach or failure within a reasonable time thereafter.
- 6 **Improvements; Additional Utilities.** Skyway and its Permittees, at their discretion and expense, may construct improvements in, to, under, and over the Easements, consistent with the uses granted herein, all to be deemed part of the Facilities. The Facilities shall remain the property of Skyway and its Permittees, and Site Owner shall possess no right, title, or interest therein. If future utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner), and act reasonably and in good faith, in granting Skyway the

right to locate such utilities on the Property without additional fees. If necessary, Site Owner agrees to execute a separate written easement, in recordable form, with Skyway or utility company providing utility service(s). Site Owner appoints Skyway as its attorney-in-fact to apply for, obtain and maintain any licenses, permits, consents, or approvals which may be required in connection with the use of the Easements by Skyway and as necessary to comply with applicable laws, statutes, or regulations. Site Owner further agrees to reasonably assist and cooperate with requests for signatures on any applications or documentation, including site inspections by governmental agencies, required in connection with any application to obtain, maintain and/or comply with applicable laws, statutes, or regulations associated with Skyway's use of the Easements.

- 7 **Property Taxes.** Site Owner acknowledges that included within and as part of the Easements Fee paid by Skyway is consideration of Site Owner's sole responsibility and continuing obligation to pay all present and future real property taxes levied upon the Property when due. If requested and within ten (10) days, Site Owner shall furnish to Skyway a copy of each tax bill and evidence of payment. If Site Owner fails to pay any taxes when due, Skyway can, but is not obligated to, pay such taxes and invoice the Site Owner. Within thirty (30) days from receipt of said invoice, Site Owner shall reimburse Skyway for the invoiced amount. During the Term of this Agreement, Skyway shall pay personal property taxes assessed against the Facilities and any documented fees, assessments, and increases in real property taxes directly attributable to the Communication Easement or due to Skyway's improvements to and/or use of the Communication Easement or Facilities. If Skyway fails to pay those taxes when due, Site Owner can, but is not obligated to, pay such taxes and invoice Skyway. Within thirty (30) days from receipt of such invoice, Skyway shall reimburse Site Owner for the invoiced amount.
- 8 **Property Maintenance and Access.** Skyway agrees to be solely responsible for the maintenance (including associated costs) of the Communication Easement. If Skyway does not reasonably maintain the Communication Easement for a period of nine (9) consecutive months, Site Owner can, upon thirty (30) days' prior written notice to Skyway, have the Communication Easement cleaned up and invoice Skyway for reimbursement of such expense. Notwithstanding, Site Owner agrees to provide Skyway and its Permittees continued unimpaired access to and from a publicly dedicated right of way to the Communication Easement and Facilities as set forth in Section 1 above to the extent within Site Owner's reasonable control.
- 9 **Representations; Other Covenants of Site Owner.** Site Owner represents and warrants that: (a) it is the legal owner to the Property with the vested right, power, and authority to enter into this Agreement and to grant the Easements to Skyway and all consents and authorizations as may be required now or in the future in connection with this Agreement; (b) that it will comply with all governmental laws, rules, and regulations applicable to the Property; and (c) that it shall not use nor permit others to use the Property or other property owned or controlled by it, either directly, indirectly, or by action or inaction, in a manner which could interfere with the operations and/or intended uses of Skyway and/or the Permittees. Site Owner further warrants that no other person, company or corporation has the right to lease or grant easements in and to the Property so as to directly or indirectly engage in any similar or competing business of Skyway, and that Skyway, upon the payment of the Easements Fee and the performance of all the conditions herein, shall have peaceful and quiet possession of the Easements, without hindrance on the part of the Site Owner or any others claiming by, through, or under the Site Owner for the duration of this Agreement. Site Owner agrees not to lease or grant an easement to any third party to operate, acquire, or engage in the operation or construction of a telecommunications tower or facility on any property owned or controlled by Site Owner within a radius of two (2) miles from the outside boundary of this Communications Easement and Facilities during the term of this Agreement so as to directly or indirectly engage in any similar or competing business of Skyway. In the event Site Owner is presented with and intends to accept a legitimate written offer to lease land or grant an easement to

a similar or competing business of Skyway, Site Owner agrees to provide Skyway with a copy of said legitimate written offer and the right to match the terms. Skyway shall give written notice within thirty (30) days after it receives such written offer, of its intent to exercise or not exercise such right of first refusal. Such writing may be in the form of a contract substantially similar to the written offer, and shall be binding upon the Parties. If Skyway chooses not to exercise this right or fails to provide written notice to Site Owner within the thirty (30) day period, Site Owner may enter into such written offer, subject to the terms of this Agreement. However, such shall not relieve Site Owner of all liabilities and obligations hereunder and Skyway shall continue to look to Site Owner for performance under this Agreement and all obligations hereunder. Further, if Skyway fails or decides not to exercise this right of first refusal, the right to match any other such legitimate written offer shall continue as to all new Property owners and offers.

10 **Environmental Covenants and Indemnity.** Site Owner represents that: (i) it has no knowledge of any substance, chemical, or waste located on, under, or about the Property identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation ("Hazardous Substances"); (ii) it has no knowledge of any underground storage tanks for petroleum or any other Hazardous Substance or underground piping or conduits currently or previously located upon the Property; and (iii) no asbestos containing insulation or products containing PCB or other Hazardous Substances have been placed anywhere upon the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. The Parties agree that neither Party will introduce nor use any such Hazardous Substance on, under, or about the Property in violation of any applicable law or regulation. The Parties shall each defend, indemnify, protect, and hold the other harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use, or disposal of any Hazardous Substance on, under, or about the Property caused by the acts, omissions, or negligence of the indemnifying party and their respective agents, contractors, and employees and, in the case of Skyway, its Permittees. This Section 10, Environmental Covenants and Indemnity, shall survive the termination and/or expiration of this Agreement.

11 **General Indemnity.** In addition to Section 10 above, the Parties each agree to indemnify, defend, and hold the other harmless against any and all costs (including reasonable attorney's fees) and third party claims of liability or loss arising: (a) due to the breach of any representation, warranty, or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party and its Permittees. This indemnity shall not apply to claims arising from the gross negligence or intentional misconduct of the indemnified party. This Section 11, General Indemnity, shall survive the termination and/or expiration of this Agreement.

12 **Assignment; Secured Parties.**

(a) Skyway may assign, mortgage, or transfer this Agreement, in whole or in part by assignment, transfer or the grant of a sub-easement, without the prior written consent of Site Owner. The aforementioned right to assign, transfer and grant shall include leasing, licensing and/or granting subeasements to others the right to transmit and receive communications signals by way of equipment on or attached to the Facilities and/or the right to add or install equipment and/or buildings upon the Communication Easement, together with rights of ingress and egress, including utilities.

(b) Skyway has the unrestricted right to freely assign, mortgage, or grant a security interest in this Agreement and the Easements to any such assignees, mortgagees, or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured

Parties”).

(c) Site Owner has the right to assign or otherwise transfer this Agreement and the Easements upon written notice to Skyway, except any assignment, conveyance, or transfer of this Agreement and the Easements which is separate and distinct from a transfer of Site Owner’s entire right, title, and interest in the Property, shall require the prior written consent of Skyway, which may be withheld in Skyway’s sole discretion. Upon assignment, including any assignment requiring Skyway’s consent, Site Owner shall be relieved of all liabilities and obligations hereunder, and Skyway shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Skyway’s right to consent or not to consent to any transfer which is separate and distinct from a transfer of Site owner’s entire right, title, and interest in the Property is a continuing right in favor of Skyway and cannot be extinguished by Skyway’s consent or non-consent on one or more occasion.

(d) The Parties, upon request, agree to furnish to the other a non-disturbance and attornment agreement in a form reasonably acceptable to both for each mortgage or deed of trust affecting the Property. Site Owner agrees to notify Skyway and Secured Parties (if Site Owner has the contact information of Secured Parties) of any default by Skyway to give Secured Parties the same right to cure any default. If a termination, disaffirmation, or rejection of this Agreement occurs, pursuant to any laws (including bankruptcy or insolvency laws), Site Owner will promptly notify Secured Parties (if Site Owner has the contact information of Secured Parties) and enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party succeeds to Skyway’s interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Skyway accruing prior to the date said Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13 **Estoppel Certificate.** During the Term of this Agreement, each Party has the right to deliver to the other an estoppel certificate certifying: (i) that this Agreement is unmodified (or, is modified) and in full force and effect; (ii) whether or not the requesting party is in default under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the “Estoppel Certificate”). If the responding party fails to dispute the Estoppel Certificate in writing within five (5) business days of receipt of the Estoppel Certificate, then it: (x) is deemed a conclusive statement of fact as to the subject matter set forth therein of the responding party, (y) is binding on the Parties, Secured Party, or any party designated by the requesting party, and (z) may be relied upon by such parties.

14 **Condemnation.** In the event of any condemnation of the Property upon which the Easements are located, in whole or in part, Site Owner will provide notice of any such proceeding to Skyway within forty-eight (48) hours of becoming aware of such condemnation. The Parties will each be entitled to pursue their own separate awards in the eminent domain or condemnation proceeds, which Skyway shall be entitled to file claims against the condemning authority and to receive the value of the portion so taken, business dislocation and relocation expenses, including loss of current and future tenant(s), licensee(s) and/or sub-easement(s) revenues, and any other compensation to which Skyway may be legally entitled. Site Owner hereby assigns to Skyway any such claims and agrees that any claims by Site Owner will not reduce the claims made by Skyway.

15 **Casualty.** In the event of any casualty of the Property affecting the Easements in whole or in part, Site Owner will provide notice to Skyway of any casualty affecting the Property or the Easements

within forty-eight (48) hours of the casualty. Skyway shall be entitled to collect all insurance proceeds payable to Skyway on account thereof. If notice of termination is given, or if Skyway undertakes to rebuild the Facilities, Site Owner agrees to use its reasonable efforts to permit Skyway to place temporary transmission and reception facilities upon the Property at no additional fees and/or rent until such time as Skyway is able to secure a replacement location or the reconstruction of the Facilities are completed.

- 16** **Temporary Antenna Facilities.** Upon full execution of this Agreement, Skyway and its successors, sub-easements, licensees, and assigns, shall have the right to install, operate, and maintain on the Property, at Skyway's sole discretion, temporary antenna facilities or a cell on wheels (collectively, herein referred to as "COW"). Skyway and its successors, sub-easements, licensees, and assigns shall have the right to install, operate, or maintain a COW during initial construction of the Facilities and, as required, upon any repair, modifications, maintenance, or additions to the Facilities, including, but not limited to, damage to the Facilities caused by natural disaster or sabotage, throughout the Term of this Agreement. Any COW placed on the Property, in accordance with this Section will be in place only for so long as the Facilities are not fully operational.
- 17** **Covenant Running with the Land.** The provisions and covenants contained herein shall run with the land and bind and inure to the benefit of the Parties and their respective successors, heirs, and/or assigns as their interests may appear.
- 18** **Mortgages.** Site Owner shall pay when due all payments on any mortgage or Deed of Trust secured by the Property in accordance with the terms of the mortgage or Deed of Trust. Mortgages executed by Site Owner after this Agreement secured by the Property shall be expressly made subject to this Agreement so that Skyway shall not be affected by a foreclosure of any such mortgage or Deed of Trust.
- 19** **Dispute Resolution.**

(a) If Skyway fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Skyway and any Secured Parties (provided Skyway has given Site Owner notice and contact information of Secured Parties) in writing of any default by Skyway, and to give Skyway and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Skyway's receipt of said default notice. If Skyway or any Secured Parties fail to cure any default in accordance with this Section, Site Owner agrees that its only remedy shall be termination (as set forth and described in Section 5 of this Agreement), specific performance or damages. Site Owner's compensation for damages is limited to the actual damages of Site Owner, and Skyway's liability is limited to its interest in the Property. If any dispute or claim arises that could impair the use or possession of the Facilities by Skyway or its Permittees, upon written notice to Site Owner, Skyway shall have the right to seek injunctive relief, without the necessity of posting a bond, unless specifically requested in writing by Site Owner.

(b) Except as set forth in Section 19(a) above, if any dispute arises out of this Agreement, the following process shall be followed: (i) upon a Party's written notice of dispute to the other Party, an authorized representative of the Site Owner and Skyway shall, in good faith, attempt to settle and provide a written resolution within thirty (30) days; and (ii) if such attempts fail, the dispute shall be submitted by the Parties to a mutually agreed upon arbitrator for resolution in accordance with the rules of the American Arbitration Association ("AAA") and the Federal Rules of Evidence and Civil Procedure. If the Parties cannot mutually agree to an arbitrator, each Party shall select their own arbitrator, and each such arbitrator shall mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the Parties. Each Party shall pay one-half of all arbitrator professional fees and the prevailing party, in any

proceedings under this Section, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

(c) Within one hundred twenty (120) days of the termination of this Agreement, Skyway shall remove all of its Facilities, along with any footings or foundations installed by Skyway or its Permittees to a depth of two (2) feet below the established grade within the Easements, and Skyway will restore the Easements to their original condition at the commencement of the Existing Agreement, reasonable wear and tear and loss by casualty not caused by Skyway excepted.

20 **Notices.** All notices, requests, demands, and other communications hereunder shall be written and deemed validly given one (1) business day after posting and sending with a nationally recognized overnight courier to the addresses of Site Owner and Skyway set forth on page 1 of this Agreement. The Parties agree to provide the other thirty (30) days written notice of any notice address change.

21 **Title to Personal Property.** Title and ownership to the Facilities, the tower, buildings, and its appurtenances and equipment, shall remain with and be in the name of Skyway. Site Owner covenants and agrees that no part of the Facilities constructed, erected, or placed upon or within the Communications Easement will become, or be considered, as being affixed to or a part of, the Property.

22 **Confidential and Proprietary.** The terms and conditions of this Agreement contain confidential information and proprietary content created by Skyway, and no part of this Agreement can be disseminated to any third party before or after execution without Skyway's prior written consent which can be withheld at the sole discretion of Skyway, except Site Owner may disclose the terms and conditions of this Agreement if required in accordance and compliance with laws or court order, and to its attorneys, accountants, employees, and existing financial partners, provided same are advised by Site Owner of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof and prior to disclosure. Further, Site Owner may disclose this Agreement to any prospective third party purchaser of the Property provided such third party has entered into a confidentiality agreement restricting its further disclosure of this Agreement.

23 **Miscellaneous.**

(a) This Agreement and its Exhibits constitute the entire agreement and understanding of the Parties and supersede all offers, negotiations, and any other written or verbal agreements;

(b) Any amendment to this Agreement must be in writing and signed by both Parties;

(c) This Agreement is governed by the laws of the state in which the Property is located;

(d) If any provision herein is found to be void or invalid, such term shall be fully severable. The remaining provisions shall continue in full force and effect and construed as if such invalid term had never been a part of this Agreement. If possible, such remaining provisions shall be reformed to the maximum extent permitted under applicable law to reflect the intent of the Parties and render the same valid, operative, and enforceable;

(e) The section headings are for reference only and do not modify or restrict the terms herein;

(f) Site Owner agrees to cooperate in executing documents (including a Memorandum

of Wireless Communication Easement Agreement, which may be recorded by Skyway in place of this Agreement) and such plats and surveys as deemed necessary by Skyway, to protect Skyway's rights and use of the Easements. Skyway may, at its expense, obtain title insurance on its interest in the Property, and Site Owner agrees to cooperate in providing or executing such documents as the title company may require in connection herewith;

(g) Skyway has the right to obtain a title report or commitment for an easement title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Skyway's choice;

(h) If during the Term of this Agreement, Site Owner decides to subdivide, sell, or change the status or classification of the zoning of the Communication Easement, Property or any of the Site Owner's contiguous, adjoining or surrounding parcel or tract (the "Surrounding Parcel"), or in the event of foreclosure, Site Owner shall immediately notify Skyway in writing. Any sale of the Property or Surrounding Parcel shall be subject to Skyway's rights under this Agreement. Site Owner shall not initiate, impose or consent to any change in the status or classification of zoning of the Communication Easement, Property or Surrounding Parcel or impose or consent to any other restriction that would prevent or limit Skyway from using the Communication Easement and/or Easements for the uses intended by Skyway as set forth and provided within this Agreement; and

(i) This Agreement may be executed in counterparts, each to be one and deemed the same original instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] [PARTIES SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this Wireless Communication Easement Agreement effective as of the date last written below.

SITE OWNER:

Northeast Ohio Property Group LLC,
an Ohio limited liability company

By: 
Name: Paul S. Schoemaker
Title: President
Date: 8-12-23

SITE OWNER ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF STARK) ss:

I CERTIFY that on AUGUST 12, 2023, Paul S. Schoemaker personally came before me and acknowledged under oath that he or she:

- (a) is the President of Northeast Ohio Property Group LLC, an Ohio limited liability company, the company named in the attached instrument,
- (b) is authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.

[Affix Notary Seal]




Notary Public, State of Ohio
Print Name: BETH E. LAHTI
My Commission Expires: JULY 26, 2028

[SKYWAY SIGNATURE AND NOTARY BLOCK FOLLOW ON NEXT PAGE]

**Skyway Towers, LLC,
a Delaware limited liability company**

By: Aty Ole

Date: 8-18-2023

SKYWAY ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF HILLSBOROUGH)

[Affix Notary Seal]




Notary Public, State of Florida
Print Name: KATRINA McARRON
My Commission Expires: 3.11.2027

**EXHIBIT A DESCRIPTION OF PROPERTY, WIRELESS COMMUNICATION EASEMENT,
ACCESS, GUYED AND UTILITY EASEMENTS PAGE 1 OF 5**

The subject property is situated at 5768 Wales Avenue NW, in Jackson Township, in the County of Stark, State of Ohio 44718, and is more fully described as follows:

Parcel ID: 1630023

LEGAL DESCRIPTION OF PARENT PROPERTY:

SITUATED IN THE COUNTY OF STARK, STATE OF OHIO:

SITUATED IN THE TOWNSHIP OF JACKSON, COUNTY OF STARK, AND STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHEAST QUARTER OF SECTION 16, (T-11, R-9) MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 5/8 INCH IRON BAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 IN GREENBRIER HILLS NO. 1 AS RECORDED IN PLAT BOOK 48 PAGE 72 OF THE STARK COUNTY PLAT RECORDS, SAID IRON BAR BEING THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED:

1. THENCE N 85° 37' 29" W ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 265.89 FEET TO A POINT ON THE CENTERLINE OF WALES AVE N.W., S. R. 241, A 60 FOOT PUBLIC RIGHT-OF-WAY, PASSING OVER A 5/8 INCH IRON BAR SET 34.86 FEET FROM SAID CENTERLINE;
2. THENCE N 35° 00' 00" E ALONG THE CENTERLINE OF SAID WALES AVENUE A DISTANCE OF 179.91 FEET TO A POINT;
3. THENCE S 57° 58' 28" E A DISTANCE OF 190.43 FEET TO A 5/8 INCH IRON BAR FOUND ON THE WEST LINE OF LOT 2 IN SAID GREENBRIER HILLS NO. 1, PASSING OVER A 5/8 INCH IRON BAR SET 30.04 FEET FROM THE CENTERLINE OF SAID WALES AVE.;
4. THENCE S 00° 24' 17" E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 66.68 FEET TO THE TRUE PLACE OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.596 OF AN ACRE OF LAND AS SURVEYED BY BRUCE D. CONERY P.S. NO. 6499 OF BUCKEYE SURVEYING SERVICES, INC. OF CANTON, OHIO, IN DECEMBER OF 1987 AND IS PART OF TRACT OF LAND THAT WAS CONVEYED TO FRANK LABARBA BY A DEED RECORDED IN VOLUME 4006 PAGE 527 OF THE STARK COUNTY DEED RECORDS.

BASIS OF BEARINGS IN 35° 00' 00" E ON THE CENTERLINE OF WALES AVE N.W. FROM DEED VOLUME 4006 PAGE 527.

SUBJECT TO 30 FEET OFF THE ENTIRE NORTHWEST SIDE FOR RIGHT-OF-WAY FOR WALES AVENUE N.W.

EXHIBIT A
DESCRIPTION OF PROPERTY, WIRELESS COMMUNICATION EASEMENT,
ACCESS, GUYED AND UTILITY EASEMENTS PAGE 2 OF 5

PARCEL NO. 16-30023

EXCEPTING FROM THE ABOVE, PARCEL 10-WD STA-241-138.83 AS SET FORTH BELOW: SITUATED IN THE TOWNSHIP OF JACKSON, COUNTY OF STARK, AND STATE OF OHIO, AND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 16, T-11, R-9, AND BEING PART OF LANDS CONVEYED TO DIANE VARAVVAS AND JOYCE SCHOEMAKER BY VOLUME 1382, PAGE 504 OF THE STARK COUNTY RECORDER'S OFFICE AND MORE FULLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING ON THE RIGHT SIDE OF THE CENTERLINE OF EXISTING RIGHT OF WAY AND CONSTRUCTION OF WALES AVENUE (STATE ROUTE 241), MADE BY MCCOY ASSOCIATES, INC. FOR OHIO DEPARTMENT OF TRANSPORTATION AS RECORDED IN INSTRUMENT NUMBER 200512160084086 OF THE RECORDS OF STARK COUNTY, AND BEING LOCATED WITHIN THE FOLLOWING DESCRIBED POINTS IN THE BOUNDARY THEREOF:

LEGAL DESCRIPTION OF WIRELESS COMMUNICATION EASEMENT:

SITUATED IN THE COUNTY OF STARK, STATE OF OHIO:

Situate in Township 11 North, Range 9 West, Jackson Township, County of Stark, State of Ohio, and being a 0.092 acre Leased Premises, out of that 0.375 acre tract of land owned by Northeast Ohio Property Group, LLC, of record in Instrument 202002260007933. All references to records being on file in the Office of the Recorder, Stark County, Ohio. Said 0.092 acre Leased Premises being more particularly described as follows:

The **Point of Reference** being a solid iron bar found at the southeasterly corner of said 0.375 acre tract, being the southwesterly corner of Lot 2 of GREENBRIAR HILLS NO. 1, of record in Volume 48, Page 72, and being on the southerly line of the Southwest Quarter of Section 16; The **Secondary Point of Reference** being a solid iron bar found at the northwesterly corner of Lot 1 of said GREENBRIAR HILLS NO. 1, which bears North 02°54'20" West, at a distance of 300.00 feet; Thence from said **Point of Reference**, North 88°07'34" West, along the southerly line of said 0.375 acre tract, being the southerly line of the Southwest Quarter of Section 16, a distance of 61.88 feet to a point; Thence North 01°52'26" East, into said 0.375 acre tract, a distance of 20.00 feet to an iron pipe set and being the **True Place of Beginning** of the herein described 0.092 acre Leased Premises;

Thence North 88°07'34" West, a distance of 72.96 feet to an iron pipe set;
Thence North 19°34'47" East, a distance of 82.37 feet to an iron pipe set;
Thence South 60°28'33" East, a distance of 48.82 feet to an iron pipe set;

Thence South 02°54'22" East, a distance of 56.01 feet to the True Place of Beginning, containing 0.092 acre (4017 square feet).

EXHIBIT A
DESCRIPTION OF PROPERTY, WIRELESS COMMUNICATION EASEMENT,
ACCESS, GUYED AND UTILITY EASEMENTS PAGE 3 OF 5

For the purpose of this description, a bearing of North 88°07'34" West was used on the southerly line of that 0.375 acre tract of land owned by Northeast Ohio Property Group, LLC, of record in Instrument 202002260007933, of record in the Office of the Recorder, Stark County, Ohio, and being the southerly line of the Southwest Quarter of Section 16. Said bearing based upon the Ohio North Zone - State Plane Coordinate System.

LEGAL DESCRIPTION OF INGRESS/EGRESS & UTILITY EASEMENT:

SITUATED IN THE COUNTY OF STARK, STATE OF OHIO:

Situate in Township 11 North, Range 9 West, Jackson Township, County of Stark, State of Ohio, and being a 0.062 acre Ingress/Egress and Utility Easement, out of that 0.375 acre tract of land owned by Northeast Ohio Property Group, LLC, of record in Instrument 202002260007933. All references to records being on file in the Office of the Recorder, Stark County, Ohio. Said 0.062 acre Ingress/Egress and Utility Easement being more particularly described as follows:

The **Point of Reference** being a solid iron bar found at the southeasterly corner of said 0.375 acre tract, being the southwesterly corner of Lot 2 of GREENBRIAR HILLS NO. 1, of record in Volume 48, Page 72, and being on the southerly line of the Southwest Quarter of Section 16; The **Secondary Point of Reference** being a solid iron bar found at the northwesterly corner of Lot 1 of said GREENBRIAR HILLS NO. 1, which bears North 02°54'20" West, at a distance of 300.00 feet; Thence from said **Point of Reference**, North 88°07'34" West, along the southerly line of said 0.375 acre tract, being the southerly line of the Southwest Quarter of Section 16, a distance of 134.84 feet to a point; Thence North 01°52'26" East, into said 0.375 acre tract, a distance of 20.00 feet to an iron pipe set and being the **True Place of Beginning** of the herein described 0.062 acre Ingress/Egress and Utility Easement, being the southwesterly corner of a 0.092 acre Leased Premises;

Thence North 80°42'51" West, a distance of 40.01 feet to a point of curvature;

Thence 10.19 feet along the arc of a curve to the right, having a radius of 909.93 feet, a central angle of 0°38'31", the chord of which bears North 20°29'58" East, a chord distance of 10.19 feet to a point;

Thence South 80°42'51" East, a distance of 19.52 feet to a point;

Thence North 19°34'47" East, a distance of 27.30 feet to a point of curvature;

Thence 22.31 feet along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 85°13'45", the chord of which bears North 23°02'06" West, a chord distance of 20.31 feet to a point of tangency;

Thence North 65°38'58" West, a distance of 3.30 feet to a point of curvature on the westerly boundary of said 0.375 acre tract;

EXHIBIT A
DESCRIPTION OF PROPERTY, WIRELESS COMMUNICATION EASEMENT,
ACCESS, GUYED AND UTILITY EASEMENTS PAGE 4 OF 5

Thence 20.00 feet along the westerly boundary of said 0.375 acre tract, being along the arc of a curve to the right, having a radius of 909.93 feet, a central angle of $1^{\circ}15'34''$, the chord of which bears North $24^{\circ}21'02''$ East, a chord distance of 20.00 feet to a point;

Thence South $65^{\circ}38'58''$ East, into said 0.375 acre tract, a distance of 4.56 feet to a point of curvature; Thence 16.54 feet along the arc of a curve to the left, having a radius of 10.00 feet, a central angle of $94^{\circ}46'15''$, the chord of which bears North $66^{\circ}57'54''$ East, a chord distance of 14.72 feet to a point of tangency;

Thence North $19^{\circ}34'47''$ East, a distance of 27.62 feet to a point on the northerly line of said 0.375 acre tract;

Thence South $60^{\circ}28'33''$ East, along the northerly line of said 0.375 acre tract, a distance of 20.31 feet to a point;

Thence South $19^{\circ}34'47''$ West, into said 0.375 acre tract, and passing along the westerly line of said 0.092 acre Leased Premises, a distance of 102.68 feet to the True Place of Beginning, and passing an iron pin set at the northwesterly corner of said 0.092 acre Premises at a distance of 20.31 feet, containing 0.062 acre (2,713 square feet).

For the purpose of this description, a bearing of North $88^{\circ}07'34''$ West was used on the southerly line of that 0.375 acre tract of land owned by Northeast Ohio Property Group, LLC, of record in Instrument 202002260007933, of record in the Office of the Recorder, Stark County, Ohio, and being the southerly line of the Southwest Quarter of Section 16. Said bearing based upon the Ohio North Zone - State Plane Coordinate System.

[SEE ATTACHED ONE (1) PAGE SURVEY]

NOTES PERTAINING TO SCHEDULE "B" SECTION 2
"OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY"
COMMITMENT NUMBER: 01-20123196-01T
EFFECTIVE DATE: 09/23/2020 at 7:00 AM

ITEMS #1-#7, #9 Are General Statements and Not Specific Encumbrances.

ITEMS #7 Tax Information.

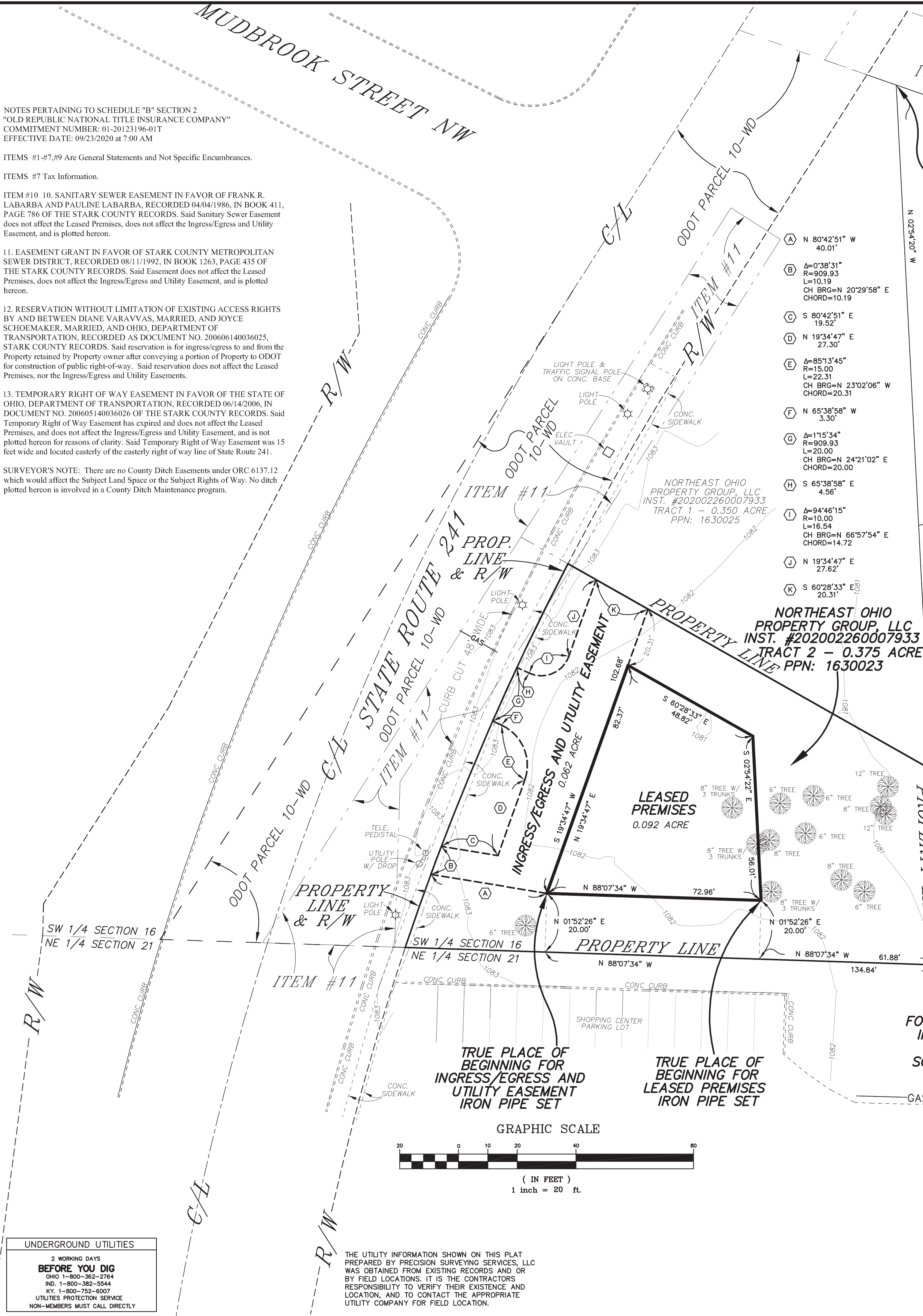
ITEM #10 10. SANITARY SEWER EASEMENT IN FAVOR OF FRANK R. LABARBA AND PAULINE LABARBA, RECORDED 04/04/1986, IN BOOK 411, PAGE 786 OF THE STARK COUNTY RECORDS. Said Sanitary Sewer Easement does not affect the Leased Premises, does not affect the Ingress/Egress and Utility Easement, and is plotted hereon.

11. EASEMENT GRANT IN FAVOR OF STARK COUNTY METROPOLITAN SEWER DISTRICT, RECORDED 08/11/1992, IN BOOK 1263, PAGE 435 OF THE STARK COUNTY RECORDS. Said Easement does not affect the Leased Premises, does not affect the Ingress/Egress and Utility Easement, and is plotted hereon.

12. RESERVATION WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS BY AND BETWEEN DIANE VARAVVAS, MARRIED, AND JOYCE SCHOEMAKER, MARRIED, AND OHIO, DEPARTMENT OF TRANSPORTATION, RECORDED AS DOCUMENT NO. 200606140036025, STARK COUNTY RECORDS. Said reservation is for ingress/egress to and from the Property retained by Property owner after conveying a portion of Property to ODOT for construction of public right-of-way. Said reservation does not affect the Leased Premises, nor the Ingress/Egress and Utility Easements.

13. TEMPORARY RIGHT OF WAY EASEMENT IN FAVOR OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, RECORDED 06/14/2006, IN DOCUMENT NO. 200605140036026 OF THE STARK COUNTY RECORDS. Said Temporary Right of Way Easement has expired and does not affect the Leased Premises, and does not affect the Ingress/Egress and Utility Easement, and is not plotted hereon for reasons of clarity. Said Temporary Right of Way Easement was 15 feet wide and located easterly of the easterly right of way line of State Route 241.

SURVEYOR'S NOTE: There are no County Ditch Easements under ORC 6137.12 which would affect the Subject Land Space or the Subject Rights of Way. No ditch plotted hereon is involved in a County Ditch Maintenance program.



LOCATION DESCRIPTION

LOCATED IN THE TOWNSHIP OF JACKSON
STARK COUNTY, OHIO
TOWNSHIP 11 NORTH, RANGE 9 WEST
SOUTHWEST QUARTER OF SECTION 16

OWNER: **NORTHEAST OHIO
PROPERTY GROUP, LLC
INST. #202002260007933
0.375 ACRE
PPN: 1630023**

TO REACH THIS SITE FROM THE LEWIS CENTER OFFICE, TRAVEL SOUTH ON U.S. 23 FOR 1.5 MILES TO THE INTERSECTION WITH STATE ROUTE 750. TURN LEFT (EAST) ONTO STATE ROUTE 750, AND FOLLOW FOR 3 MILES TO THE INTERSECTION WITH INTERSTATE ROUTE 71. TURN NORTH ONTO INTERSTATE ROUTE 71, AND FOLLOW FOR 55 MILES TO THE INTERSECTION WITH U.S. ROUTE 30 LOCATED AT EXIT #176. EXIT TO THE EAST (RIGHT) AND FOLLOW U.S. 30 FOR 41 MILES TO THE EXIT FOR STATE ROUTE 172. FOLLOW STATE ROUTE 172 (LINCOLN WAY) FOR 8 MILES, THROUGH THE DOWNTOWN AREA OF MASSILLON, TO THE INTERSECTION WITH STATE ROUTE 241 (WALES AVENUE). TURN LEFT (NORTH), AND FOLLOW STATE ROUTE 241 (WALES AVENUE) NORTH FOR 5 MILES TO THE SITE ENTRANCE ON YOUR RIGHT.

TOWER COORDINATES

LATITUDE: 40°51'52.25"

LONGITUDE: 81°29'03.41"

GROUND ELEV: 1081.6'

LOCATION MAP

THIS SITE IS LOCATED ON THE CANTON WEST, OHIO USGS QUADRANGLE SHEET.

The horizontal datum (coordinates) is referenced to the North American Datum 1983 (NAD 83) and is expressed in terms of Latitude and Longitude in degrees, minutes, seconds, and decimal parts thereof, and is accurate to within 20 feet horizontally. The site vertical datum (elevations and benchmark) is in terms of the North American Vertical Datum of 1988 (NAVD 88) and is accurate to within +/- 3 feet vertically.

DESCRIPTION OF 0.062 ACRE INGRESS/EGRESS AND UTILITY EASEMENT

Situate in Township 11 North, Range 9 West, Jackson Township, County of Stark, State of Ohio, and being a 0.062 acre Ingress/Egress and Utility Easement, out of that 0.375 acre tract of land owned by Northeast Ohio Property Group, LLC, of record in Instrument 202002260007933. All references to records being on file in the Office of the Recorder, Stark County, Ohio. Said 0.062 acre Ingress/Egress and Utility Easement being more particularly described as follows:

The **Point of Reference** being a solid iron bar found at the southeasterly corner of said 0.375 acre tract, being the southwesterly corner of Lot 2 of GREENBRIAR HILLS NO. 1, of record in Volume 48, Page 72, and being on the southerly line of the Southwest Quarter of Section 16; The **Secondary Point of Reference** being a solid iron bar found at the northwesterly corner of Lot 1 of said GREENBRIAR HILLS NO. 1, which bears North 02°54'20" West, at a distance of 300.00 feet; Thence from said **Point of Reference**, North 88°07'34" West, along the southerly line of said 0.375 acre tract, being the southerly line of the Southwest Quarter of Section 16, a distance of 134.84 feet to a point; Thence North 01°52'26" East, into said 0.375 acre tract, a distance of 20.00 feet to an iron pipe set and being the **True Place of Beginning** of the herein described 0.062 acre Ingress/Egress and Utility Easement, being the southwesterly corner of a 0.092 acre Leased Premises;

Thence North 80°42'51" West, a distance of 40.01 feet to a point of curvature;

Thence 10.19 feet along the arc of a curve to the right, having a radius of 909.93 feet, a central angle of 0°38'31", the chord of which bears North 20°29'58" East, a chord distance of 10.19 feet to a point;

Thence South 80°42'51" East, a distance of 19.52 feet to a point;

Thence North 19°34'47" East, a distance of 27.30 feet to a point of curvature;

Thence 22.31 feet along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 85°13'45", the chord of which bears North 23°02'06" West, a chord distance of 20.31 feet to a point of tangency;

Thence North 65°38'58" West, a distance of 3.30 feet to a point of curvature to the westerly boundary of said 0.375 acre tract;

Thence 20.00 feet along the westerly boundary of said 0.375 acre tract, being along the arc of a curve to the right, having a radius of 909.93 feet, a central angle of 1°15'34", the chord of which bears North 24°21'02" East, a chord distance of 20.00 feet to a point;

Thence South 65°38'58" East, into said 0.375 acre tract, a distance of 4.56 feet to a point of curvature;

Thence 16.54 feet along the arc of a curve to the left, having a radius of 10.00 feet, a central angle of 94°46'15", the chord of which bears North 66°57'54" East, a chord distance of 14.72 feet to a point of tangency;

Thence North 19°34'47" East, a distance of 27.62 feet to a point on the northerly line of said 0.375 acre tract;

Thence South 60°28'33" East, along the northerly line of said 0.375 acre tract, a distance of 20.31 feet to a point;

Thence South 19°34'47" West, into said 0.375 acre tract, and passing along the westerly line of said 0.092 acre Leased Premises, a distance of 102.68 feet to the True Place of Beginning, and passing an iron pin set at the northwesterly corner of said 0.092 acre Premises at a distance of 20.31 feet, containing 0.062 acre (2,713 square feet).

SITE # OH-08898

DESCRIPTION
FINAL LEASED PREMISES SURVEY

LOCATION
~ LAKE CABLE WEST ~
JACKSON TOWNSHIP
STARK COUNTY, OHIO

CLIENT
SKYWAY TOWERS, LLC
3637 MADACA LANE, TAMPA, FL 33618

PREPARED BY
PRECISION SURVEYING SERVICES, LLC.
CONSULTING SURVEYORS
9055 S.R. 56 S.E.
MT. STERLING, OHIO 43143
~ OFFICE ~ (740) 845-1422
~ CELL ~ (614) 595-9412

DRAWN BY: J.W.E. CHECKED BY: J.W.E. ORDER NO. AREA NO. SHEET
SCALE: 1"= 20' DATE: JAN '21 STARK 1 of 1

EASEMENTS AND RECORDING INFORMATION SHOWN HEREON ARE BASED UPON A TITLE REPORT (COMMITMENT NO. 01-20123196-01T), PROVIDED TO PRECISION SURVEYING SERVICES, LLC, BY SKYWAY TOWERS, LLC. ALL VISIBLE PHYSICAL EVIDENCE OF UTILITIES OR OTHER DATA OBSERVED IN THE FIELD IS DELINEATED HEREON.

TO: Skyway Towers, LLC
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS MADE IS IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ASCM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ASCM IN 1992. HOWEVER, THE FOCUS OF THIS SURVEY IS THE LEASE SITE AND EASEMENTS PERTINENT THEREUNTO. INFORMATION REGARDING PARTS OF THE SUBJECT TRACT NOT CONCERNED WITH THE SAID LEASE SITE AND THE SPECIFIED EASEMENTS IS NOT INCLUDED HEREON.

PRECISION SURVEYING SERVICES, LLC
CONSULTING SURVEYORS

John W. Evers FEBRUARY 16, 2021
JOHN W. EVERS P.S. 7869



UNDERGROUND UTILITIES
2 WORKING DAYS
BEFORE YOU DIG
OHIO 1-800-362-5764
IND. 1-800-382-5544
KY. 1-800-752-6007
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY

THE UTILITY INFORMATION SHOWN ON THIS PLAT PREPARED BY PRECISION SURVEYING SERVICES, LLC WAS OBTAINED FROM EXISTING RECORDS AND OR BY FIELD LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXISTENCE AND LOCATION, AND TO CONTACT THE APPROPRIATE UTILITY COMPANY FOR FIELD LOCATION.