

**BEACHWOOD CITY COUNCIL
BUILDING AND GROUNDS COMMITTEE MEETING AGENDA
MONDAY, AUGUST 5, 2019, 6:30 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Justin Berns
Alec Isaacson
Eric Synenberg

Agenda Items

1. Mayor's Report
2. Discussion regarding T-Mobile Lease Proposal
3. Any other matters coming before the Building and Grounds Committee

#

SITE LEASE TRANSMITTAL

Site Number: CL80646E

Date Turned In: Date Turned In.

Site Name: Beachwood City Tower

Market: Cleveland

Site Acquisition Coordinator: Dave Chrzan / Signal Mtn

Attached please find:

2 Landlord-signed leases
1 Landlord-signed/notarized memorandums
Select Owner Authorization Agreement
Select Landlord-signed W-9
Select Authorization to sign lease (if applicable)

Market Information

Market Entity Name: T-Mobile Central LLC
Type of Entity: limited liability company

Authorized Signor Name: James Kidd
Authorized Signor Title: Market Director

NOTE: Enter a space (" ") into any fields which do not apply

Landlord Information

Landlord
Name: City of Beachwood
Landlord
Entity: corporation
(i.e. individual, corporation, LLC, etc.)
Mailing Address: 25325 Fairmont Blvd.
Beachwood, OH 44122
Phone No.:
Email: LL Phone No.
LL Email

Site Information

Site Address: 2700 Richmond Road,
Beachwood, Cuyahoga
County, OH 44122

Square
Footage: 240 square feet

Parcel
Number: 741-19-001

Option Terms

Option Amount: \$500.00 (e.g. 100.00) = Five Hundred (e.g. one hundred) dollars

Option Term: one (1) year

Option
Renewal
Term:

Lease Terms

Payee Name: City of Beachwood
Payee Address: 25325 Fairmont Blvd., Beachwood, OH 44122
Rent Amount: ~~\$2,250.00~~ 3,000.00 = ~~two thousand two hundred and~~ fiftythree thousand
Rent Frequency: month
Rent Increase: ~~110~~ 115% = ~~one hundred ten~~ one hundred fifteen percent (over preceding term)
Utilities: \$ Utilities amt number (e.g. 200) = Utilities amt written (e.g. two hundred) dollars
Lease Term: five (5) years
Renewal: five (5) additional five-year (5) terms
Terms:
Cancel Terms: ninety (90) days prior

Site Type:**Lease Use**

Please choose one item below:

- ☐ Ground only
☐ Tower only
☒ Tower and Ground
☐ Rooftop
☐ Watertank
☐ In-building
☐ Easement only
☐ Other, please specify

Instructions: The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!

Non-Standard Changes: (Bullet point summaries only; no copying and pasting from lease)

Approved by:

Real Estate Manager

Date

General Manager/Director

Date

Legal Department

Date

Vice President (if applicable) Date

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this “**Lease**”) is effective the date of the last signature on this Lease (the “**Effective Date**”) by and between City of Beachwood, a municipal corporation (“**Landlord**”) and T-Mobile Central LLC, a Delaware limited liability company (“**Tenant**”).

Landlord and Tenant agree to the following:

- 1. Property Description.** Landlord is the owner of the real property located at 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122, as further described on **Exhibit A** (the “**Property**”). The Property includes the premises which is comprised of approximately 240 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the “**Premises**”). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
- 2. Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the “**Option**”). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the “**Option Period**”). For Option Period, Tenant shall pay Landlord Five Hundred and no/100 dollars (\$500.00).
- 3. Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant’s due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the “**Governmental Approvals**”), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord’s cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant’s Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant’s wireless communications business (the “**Antenna Facilities**”). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the “**Permitted Uses**”) for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord (“**Tower**”), Landlord warrants that the Tower has structural capacity to support Tenant’s equipment as shown on **Exhibit B**, (b) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant’s equipment shown on **Exhibit B**. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of ~~two thousand two hundred and fifty~~three thousand dollars (\$~~2,250.00~~3,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to ~~one hundred~~one hundred fifteen percent (~~110~~115%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred ~~three~~two percent (~~102~~3%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

Site Number: CL80646E

Site Name: Beachwood City Tower

Market: Cleveland

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator , optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the “**Utility Facilities**”).

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant’s utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord Utilities amt written (e.g. two hundred) dollars (\$Utilities amt number (e.g. 200)) per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant’s employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the “**Easements**”). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant’s ability to operate; (ii) a Federal Communications Commission (“**FCC**”) ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant’s Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant’s insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant’s leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord’s title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party (“**Default**”). This Lease, or Tenant’s rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails

to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CL80646E

If to Landlord, to:

City of Beachwood
25325 Fairmont Blvd.
Beachwood, OH 44122

Per the W-9 Form Rent is to be paid to:

City of Beachwood
25325 Fairmont Blvd., Beachwood, OH 44122

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for

performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: City of Beachwood

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: James Kidd
Title: Market Director
Date: _____

T-Mobile Legal Approval

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me on _____ by _____, [title] _____ of City of Beachwood, a municipal corporation [type of entity], on behalf of said City of Beachwood [name of entity].

Dated: _____

Notary Public
Print Name _____
My commission expires _____

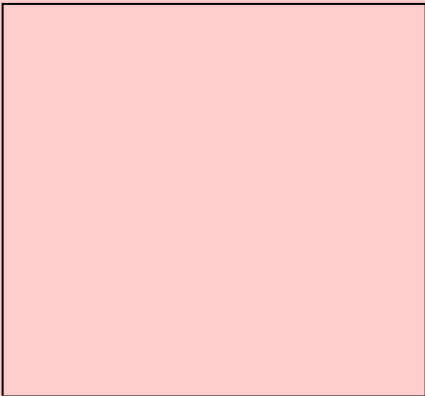
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

I certify that I know or have satisfactory evidence that James Kidd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Market Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

Property address of 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122
Assessor's tax parcel number of 741-19-001

The Property is legally described as follows:

[Enter legal description below or as an attachment(s) A-2, etc.]

PARCEL NO. 1 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:
Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence westerly along the centerline of Fairmount Boulevard 205 feet to a point; said point being on the east line of property occupied by the Fairmount School projected to the centerline of Fairmount Boulevard; thence northerly 50 feet to the southeast corner of Fairmount School property; said point being the true place of beginning.

Thence continuing northerly along the east line of the Fairmount School property 830 feet to a point; thence easterly 180 feet to a point; thence southeasterly 63.06 feet to a point on the westerly right-of-way line of Biscayne Boulevard, thence southerly along the west right-of-way line of Biscayne Boulevard an arc distance of 275.99 feet to a point; thence continuing southerly along the right-of-way of Biscayne Boulevard 516 feet to a point; thence continuing on an arc distance of 31.42 feet to a point on the north right-of-way of Fairmount Boulevard; thence westerly along said right-of-way 160 feet to the place of beginning.

PARCEL NO. 2 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:
Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence easterly along the centerline of Fairmount Boulevard 45 feet to a point; thence northerly 50 feet to a point on the north right-of-way line of Fairmount Boulevard; said point being the true place of beginning.

Thence continuing northerly along an arc distance of 31.32 feet to a point; on the east right-of-way line of Biscayne Boulevard; thence continuing northerly along said right-of-way 516 feet to a point; thence continuing along said right-of-way along an arc distance of 84.23 feet to a point; thence easterly 562.50 feet to a point; thence northeasterly 383.87 feet to a point on the west property line of property now or formerly owned by the City of Beachwood; thence southerly along said property line 903.59 feet to a point on the north right-of-way line of Fairmount Boulevard; thence westerly along said right-of-way line to the place of beginning.

PARCEL NO. 3

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and more fully described as follows:

Beginning on the center line of Fairmount Boulevard, 100 feet wide, at the Southwesterly corner of land conveyed to D. Nelson, et al, Trustees, of the Methodist Episcopal Church by deed dated August 15, 1884 and recorded in Volume 373, Page 411 of Cuyahoga County Deed Records; thence northerly along the westerly line of land so conveyed a distance of 168 feet to the Northwesterly corner thereof; thence easterly along the Northerly line of land so conveyed a distance of about seventy feet (70') to the Westerly line of land conveyed to the Board of Education of Warrensville Township by deed dated April 8, 1868 and recorded in Volume 1042, Page 413 of Cuyahoga County Records; thence Northerly along said Westerly line, a distance of about 96 feet to the Southerly line of land conveyed to the Village of Beachwood by Deed dated July 30th, 1960 and recorded in Volume 10107, Page 349 of Cuyahoga County Records; thence Westerly along the Southerly line of land conveyed to the City of Beachwood a distance of 215 feet to an inner corner thereof; thence Southerly along an easterly line of land so conveyed to the City of Beachwood a distance of 264 feet to the center line of Fairmount Boulevard; thence Easterly along the center line of Fairmount Boulevard a distance of about 145 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

Site Number:

CL80646E

C-1

Site Lease - version 5.8.17

Site Name:

Beachwood City Tower

Market:

Cleveland

**Memorandum
of
Lease**

After Recording, Mail To:

T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site Number: CL80646E

APN: 741-19-001
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between City of Beachwood, a municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to one (1) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event

of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Beachwood

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____


[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me on _____ by _____, [title] _____ of City of Beachwood, a municipal corporation [type of entity], on behalf of said City of Beachwood [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

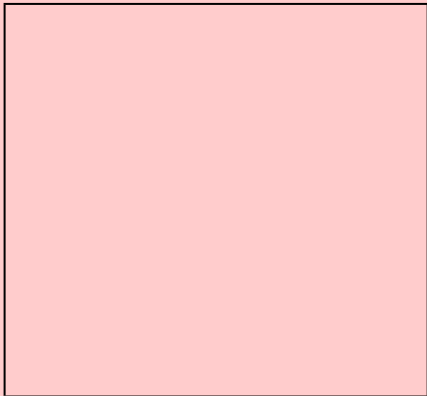
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

I certify that I know or have satisfactory evidence that James Kidd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Market Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A

Legal Description

The Property is legally described as follows:

Property address of 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122
Assessor's tax parcel number of 741-19-001

The Property is legally described as follows:

PARCEL NO. 1 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:

Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence westerly along the centerline of Fairmount Boulevard 205 feet to a point; said point being on the east line of property occupied by the Fairmount School projected to the centerline of Fairmount Boulevard; thence northerly 50 feet to the southeast corner of Fairmount School property; said point being the true place of beginning.

Thence continuing northerly along the east line of the Fairmount School property 830 feet to a point; thence easterly 180 feet to a point; thence southeasterly 63.06 feet to a point on the westerly right-of-way line of Biscayne Boulevard, thence southerly along the west right-of-way line of Biscayne Boulevard an arc distance of 275.99 feet to a point; thence continuing southerly along the right-of-way of Biscayne Boulevard 516 feet to a point; thence continuing on an arc distance of 31.42 feet to a point on the north right-of-way of Fairmount Boulevard; thence westerly along said right-of-way 160 feet to the place of beginning.

PARCEL NO. 2 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:

Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence easterly along the centerline of Fairmount Boulevard 45 feet to a point; thence northerly 50 feet to a point on the north right-of-way line of Fairmount Boulevard; said point being the true place of beginning.

Thence continuing northerly along an arc distance of 31.32 feet to a point; on the east right-of-way line of Biscayne Boulevard; thence continuing northerly along said right-of-way 516 feet to a point; thence continuing along said right-of-way along an arc distance of 84.23 feet to a point; thence easterly 562.50 feet to a point; thence northeasterly 383.87 feet to a point on the west property line of property now or formerly owned by the City of Beachwood; thence southerly along said property line 903.59 feet to a point on the north right-of-way line of Fairmount Boulevard; thence westerly along said right-of-way line to the place of beginning.

PARCEL NO. 3

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and more fully described as follows:

Beginning on the center line of Fairmount Boulevard, 100 feet wide, at the Southwesterly corner of land conveyed to D. Nelson, et al, Trustees, of the Methodist Episcopal Church by deed dated August 15, 1884 and recorded in Volume 373, Page 411 of Cuyahoga County Deed Records; thence northerly along the westerly line of land so conveyed a distance of 168 feet to the Northwesterly corner thereof; thence easterly along the Northerly line of land so conveyed a distance of about seventy feet (70') to the Westerly line of land conveyed to the Board of Education of Warrensville Township by deed dated April 8, 1868 and recorded in Volume 1042, Page 413 of Cuyahoga County Records; thence Northerly along said Westerly line, a distance of about 96 feet to the Southerly line of land conveyed to the Village of Beachwood by Deed dated July 30th, 1960 and recorded in Volume 10107, Page 349 of Cuyahoga County Records; thence Westerly along the Southerly line of land conveyed to the City of Beachwood a distance of 215 feet to an inner corner thereof; thence Southerly along an easterly line of land so conveyed to the City of Beachwood a distance of 264 feet to the center line of Fairmount Boulevard; thence Easterly along the center line of Fairmount Boulevard a distance of about 145 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Site Number: CL80646E

Site Lease - version 5.8.17

Site Name: Beachwood City Tower

C-7

Market: Cleveland