

Chair Martin DeVries, At-Large
Committee Member Bruce Abens, Ward 3
Committee Member Eric Shaffer, Ward 2



Utilities Committee
CITY HALL COUNCIL CHAMBERS
AGENDA OF DECEMBER 1, 2025
6:15 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

1. Utilities Committee Meeting dated July 21, 2025.
(Committee action required)

NEW BUSINESS

- O 2025-147 An Ordinance authorizing the Mayor to enter into a new ground lease agreement with TowerCo VI, LLC for the installation of a wireless communications facility at the Shady Drive Complex.
(Introduced by Mayor Corcoran; First Reading on 11-03-2025)

ADJOURNMENT

**NORTH RIDGEVILLE CITY COUNCIL
UTILITIES COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS - 6:30 p.m.
MONDAY, JULY 21, 2025**

To Order:

Chairman Martin DeVries called the Utilities Committee meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

Attendance:

Members present were Councilman Bruce Abens, Councilman Eric Shaffer, and Chairman Martin DeVries.

Also present: Mayor Kevin Corcoran, Director of Community Services Tara Peet, Lisa Diederich, Finance Director April Wilkerson, Council President Jason Jacobs, Councilman Councilwoman Georgia Awig, Councilwoman Holly Swenk, and Assistant Clerk of Council Fijabi Gallam.

Minutes:

Chairman DeVries asked for any corrections to the minutes of September 3, 2024. No discussion was offered. Minutes approved as presented.

{Clerk's notes: Numerous discussions took place among the audience that were not captured in the minutes because the microphone did not detect their voices.}

New Business:

O 2024-100 An Ordinance amending Section 1060.07 - *Collection Rate Discounts and Waivers* of N.R.C.O. Chapter 1060 - *Garbage and Refuse Collection and Disposal*.

(Introduced by Mayor Corcoran; First Reading on 06-16-2025)

Chairman DeVries introduced the legislation and asked Councilwoman Swank to explain the proposed legislation.

Councilwoman Swank stated that during her tenure on City Council, she had received numerous calls and requests, primarily from senior citizens, regarding increasing water bills and various fees. She noted that she had met with Director Peet and Director Wilkerson to discuss the issue and discovered that the existing \$2 credit had only been proposed for a single contract year, despite being provided to the senior citizens for the past 30 years. She referenced the previous council meeting, which approved the permanent \$2 discount, where the Administration had identified this oversight.

Councilwoman Swenk stated that the homestead exemption was a separate discount requiring qualification, and that not all senior citizens were eligible for the additional \$1. She acknowledged that the proposed \$5 discount was a huge request. Still, she pointed out that the recent decision to pass credit card fees onto consumers was estimated to save the City approximately \$450,000. She expressed openness to reducing the proposed discount from \$5 to \$3, which, combined with the previously approved \$2 discount, would total \$5. She added that these savings could benefit senior citizens and individuals who are 100% disabled, especially given the addition of water meter surge charges and stormwater fees.

Chairman DeVries asked if the Administration had a chance to review the numbers for the request if the City implemented this type of discount cost.

Mayor Corcoran clarified that the structure of utility billing includes charges for water, sewer, and garbage. The ordinance under discussion proposed changing the eligibility age for the garbage discount from 62 to 65, but did not affect the water discount. He outlined the various discounts offered by the City:

- A senior discount for garbage begins at age 62—a \$1 discount.
- An additional \$1 discount is available at age 65 for those who qualify for the homestead exemption, totaling \$2 for garbage.
- A separate water discount is available starting at age 62, which varies based on usage, and some pay \$15 or less. Seniors using less than 400 cubic feet per month could receive a more significant discount.

{Clerk notes: Technical difficulties with the Audio and Visual presentation.}

Director Wilkerson then presented the fund summary as of July 18, 2025, including forecasted numbers for 2026 based on the City's tax budget. She explained that the refuge fund is separate from other utility funds and derived solely from service charges for garbage collection. The refuse fund was governed by its own

Ordinance, which required a carry-forward amount equivalent to two months of refuse collection payments to the supplier. Director Wilkerson advised that the finance director is responsible for annually evaluating the fund to determine the potential for rate adjustments (increase, decrease, necessity for a rate holiday). In 2025, the fund showed revenues and expenditures broken down into personal services, other expenses, and refuse collection. The fund annually made \$46,824. After accounting for the beginning rollover fund balance and subtracting the mandated carry-forward amount, the fund was projected to end with a balance of \$33,303. She noted that a one-month rate holiday for all customers in 2025 would require \$358,220, which the fund could not support. This limitation extended through 2026, 2027, and 2028. However, based on current forecasts, a rate holiday might be feasible in 2029, when the fund balance is expected to be sufficient.

Director Wilkerson presented a revised fund summary:

- An additional \$4 credit for seniors is proposed, replacing the current homestead credit.
- Currently, seniors 62+ receive a \$1 credit from the City.
- Seniors 65+ with the County's homestead exemption get an additional \$1 credit, totaling \$2.
- The new legislation would eliminate the County's homestead credit and replace it with a \$4 credit for seniors.
- About 2,700 seniors are enrolled in the program.
- With the current seniors enrolled, the proposed change would decrease revenue by \$133,968 annually.
- Additionally, the change would eliminate rate holidays in future years.
- Fund deficits are projected in 2029 and 2030.

Mayor Corcoran responded by stating that negative fund balances were not permissible under City ordinance, which required a two-month carry-forward. To accommodate the projected deficit, rates would need to increase for all customers. He explained that the City's billing system could not support separate rate structures, so that any rate increase would apply universally, with eligible seniors receiving the applicable discount.

Councilman Shaffer asked if the definition for a senior is aged over 62 or 65.

Director Wilkerson confirmed that the North Ridgeville senior credit applied to residents aged 62 and older, while the County's homestead credit applied to those aged 65 and older for the refuse.

Councilman Shaffer inquired whether there is a difference between garbage and refuse.

Director Wilkerson clarified that “refuse” and “garbage” have the same meaning in the ordinance and that recycling is included in refuse collection.

Director Wilkerson requested that, should the Committee choose to move forward with the proposed legislation, language be added to authorize the Finance Director to adjust rates automatically in the event of a deficit. She explained that current legislation limited rate increases to match only the supplier’s rate increase, which would not be sufficient to cover a fund deficit. She asked that the ordinance be amended to allow for greater oversight and flexibility in rate adjustments.

Councilman Abens inquired whether implementing the discount would create a rate increase for residents under the age threshold.

Director Wilkerson confirmed that any rate increase would apply to all customers, including seniors, and the discount would be applied afterward.

Mayor Corcoran explained that the City cannot establish two separate rate structures—one rate for all residents and a discounted rate for some.

Councilwoman Swenk discussed the impact of the 2.95% transaction fee for credit fees that had been paid from various departmental funds, including Parks and Recreation, Water, Sewer, and Refuse, as well as Mayor’s Court and Civil Service collections. She noted that the City incurs nearly \$450,000 annually in credit card fees; however, she did not know which account those fees were paid from before the legislation was passed to allocate credit card fees to consumers. The financial statements showed that the impact on the refuse fund specifically had been minimal.

Director Wilkerson stated that when the City previously absorbed credit card fees, the expense was allocated proportionally across utility funds based on the amount paid by the customer. For example, if a customer paid their entire utility bill via credit card, the fee was distributed among the water, sewer, and refuse funds according to the revenue share each fund received.

Councilwoman Swenk inquired about the estimated savings since the City started passing credit card fees to residents.

Councilman Abens noted that the rates are based on our total costs. Since the City started passing those fees onto customers, they were no longer part of the utility rate structure. He understood that there was no separate fund to save from this change; instead, the fees were removed from the City's expense calculations.

Director Wilkerson confirmed that rates are based on refuse collection and that credit card fees had previously been included in those costs. She reiterated that the refuse fund was used to cover personal services, operational expenses, and collection costs, and that the city was cautious not to overcharge the fund. Only expenses directly related to refuse services were allocated to it.

Director Wilkerson added that the fees were recorded under the "electronic collections" line item, which included various types of charges. As of June, the City had spent approximately \$8,000 in that category, though it was difficult to isolate the exact amount attributed solely to credit card fees. Therefore, the amount associated with credit card charges is minimal.

Councilman Jacobs asked about the financial impact of the proposed senior credit.

Director Wilkerson stated that the additional \$4 credit per senior currently enrolled would cost the fund an extra \$133,968. She explained that she had not projected future enrollment increases, but anticipated that more seniors would likely enroll if the credit were approved. She noted that in 2029, the deficit would be relatively minimal due to the large number of refuse customers (approximately 14,600). Still, by 2030, the deficit could rise to \$7,000, requiring a slightly higher rate adjustment.

Chairman DeVries asked if anyone from the audience would like to speak.

Pat Borke of 8717 Mosswood Circle asked if paying with a credit card means she would not have to pay a fee, and whether the City will cover that fee, or if the City is considering changing the current process.

Director Wilkerson said that this is not the current process. Starting January 1, 2025, the resident pays the fee. In addition, there are no plans to change this process. The City no longer absorbs the cost.

Coun

Director Wilkerson answered Councilman Abens' question regarding the year-end deficit. She explained that in the year with a projected deficit of \$26,851, each

refuse customer would need to pay an additional \$1.83 to cover the senior credit. In the year with a \$66,250 deficit, the extra cost per customer would be \$4.52.

Sandra Williams of 33909 Bainbridge Road voiced concern that as the city expands and the refuse fund grows, there should be a way to give back to residents. She questioned why the city couldn't offer residents a little something in return.

No further public comments were made.

Councilman Shaffer noted that the materials were difficult to read and that he could not make an informed decision without further clarification.

Chairman DeVries recommended tabling the discussion to allow time for review and additional forecasting. He voiced concern about approving a discount that would create a deficit, potentially requiring a rate increase for all residents to offset the cost.

Councilman Abens clarified that the City's refuse service provider charges based on the number of households or addresses, not a flat fee. He explained that as new developments are added, the City's costs increase accordingly. He also shared his personal experience as a senior receiving water discounts, which he appreciated. He expressed concern about shifting the cost burden to younger generations. He stated that the proposed \$5 discount would not significantly benefit him, but could negatively affect the City and its Utilities Department. He supported tabling the discussion until more data could be reviewed.

Councilman Shaffer asked whether different service providers were used for recycling and garbage collection.

Chairman DeVries confirmed that the same company provided both services.

Moved by Chairman DeVries and seconded by Abens to table Ordinance Number 2024-100 until further calculations are obtained, for discussion at the next Utilities Committee meeting.

A voice vote was taken, and the motion carried.

Yes – 3 No – 0

Adjournment:

Chairman DeVries adjourned the meeting at 7:15 p.m.

Date Approved:

Fijabi Gallam, MMC
Assistant Clerk of Council

DRAFT

SECTION 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

Exhibit A**LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (“Lease”) is effective as of the latter of the signature dates below (“Effective Date”) by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation (“Lessor”) and **TOWERCO VI, LLC**, a Delaware limited liability company (“Lessee”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in North Ridgeville, County of Lorain, State of Ohio, commonly known as 37077 Shady Drive, North Ridgeville, OH 44039 (parcel no. 0700035102041) (the “Parent Parcel”), as more particularly described in Exhibit “A” annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Two Thousand Four Hundred (2,400) square feet of the Parent Parcel (“Ground Space”) and all access and utility easements if any (“Easements”), (the Ground Space and the Easements shall collectively be referred to as the “Premises”) as described in Exhibit B annexed hereto.

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

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs (“Commencement Date”) and terminating on the fifth (5th) anniversary of the Commencement Date (the “Term”) unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand Five Hundred and No/100 DOLLARS (\$1,500.00) (“Rent”). Rent shall be payable on the first day of each month in advance to Lessor at Lessor’s address as specified in Paragraph 16 below. Rent shall be increased on the anniversary of the Commencement Date by one and one-half percent (1.5%) over the Rent payable during the immediately preceding year.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand Five Hundred Dollars (\$2,500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee’s sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the “Improvements”). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor’s real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

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

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor’s property contiguous to the Premises on a temporary basis as reasonably required during

the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

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

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

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

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

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

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee, at its sole discretion, shall have the right, without the consent of, but with notice to, Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Five

Hundred and No/100 Dollars (\$500.00) per month (“Co-Location Rent”) under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a major wireless carrier (Verizon, AT&T, or T-Mobile); (ii) Lessee shall not be required to pay Lessor the Co-Location Rent for the first or initial Sublease (“Anchor Tenant”); and (iii) such Co-Location Rent shall not be subject to an escalator. In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third-party beneficiary of any Sublease. Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee’s licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

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

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee’s determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee’s sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined

single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

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

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

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

If to Lessor, to:

City of North Ridgeville
7307 Avon Belden Road, North Ridgeville, OH 44039
Attention: Brian Moriarty, Director of Law
Phone: 440-490-2068
Email: bmoriarty@nridgeville.org

If to Lessee, to:

TowerCo VI, LLC
5000 Vallestone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: OH0529

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

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

19. Assignment. Lessee may assign this Lease without the consent of, but with notice to, Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured

Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

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

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

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

23. Miscellaneous.

(a) Intentionally Omitted.

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

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

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

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

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

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a

memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

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

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

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

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40' x 60' (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(to be attached)

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

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.
2. The access road’s width may be modified as required by governmental authorities, including police and fire departments.

3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Prepared by and return to:

Jason Catalini
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

(Recorder’s Use Above this Line)

STATE OF OHIO)
)
COUNTY OF LORAIN)

PARCEL NO. 0700035102041

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement (“Memorandum”) is entered into on this ____ day of _____, 2025, by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation, having a mailing address of 7307 Avon Belden Road, North Ridgeville, OH 44039 (hereinafter referred to as “**Lessor**”) and **TOWERCO VI LLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Ground Lease dated the ___ day of _____, 2025 (the “Lease”) for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the “Premises”), which are a portion of that certain parcel of real property located in North Ridgeville, County of Lorain, State of Ohio, described in **Exhibit A** attached hereto (the “Land”).
2. The Lease shall have an initial term of five (5) years, with nine (9) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment

of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

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EXHIBIT "A"**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934. Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40' x 60' (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

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

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.

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

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is effective as of the latter of the signature dates below (“Effective Date”) by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation (“Lessor”) and **TOWERCO VI, LLC**, a Delaware limited liability company (“Lessee”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in North Ridgeville, County of Lorain, State of Ohio, commonly known as 37077 Shady Drive, North Ridgeville, OH 44039 (parcel no. 0700035102041) (the “Parent Parcel”), as more particularly described in Exhibit “A” annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Two Thousand Four Hundred (2,400) square feet of the Parent Parcel (“Ground Space”) and all access and utility easements if any (“Easements”), (the Ground Space and the Easements shall collectively be referred to as the “Premises”) as described in Exhibit B annexed hereto.

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

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs (“Commencement Date”) and terminating on the fifth (5th) anniversary of the Commencement Date (the “Term”) unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand Five Hundred and No/100 DOLLARS (\$1,500.00) (“Rent”). Rent shall be payable on the first day of each month in advance to Lessor at Lessor’s address as specified in Paragraph 16

below. Rent shall be increased on the anniversary of the Commencement Date by one and one-half percent (1.5%) over the Rent payable during the immediately preceding year.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand Five Hundred DOLLARS (\$2,500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

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

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

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

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

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

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

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

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee, at its sole discretion, shall have the right, without the consent of, but with notice to, Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Five Hundred and No/100 Dollars (\$500.00) per month ("Co-Location Rent") under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a major wireless carrier (Verizon, AT&T, or T-Mobile); (ii) Lessee shall not be required to

pay Lessor the Co-Location Rent for the first or initial Sublease (“Anchor Tenant”); and (iii) such Co-Location Rent shall not be subject to an escalator. In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third-party beneficiary of any Sublease. Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee’s licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

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

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee’s determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee’s sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee’s use of the Premises and Improvements. Lessor, at

Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

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

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

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

If to Lessor, to:

City of North Ridgeville
7307 Avon Belden Road, North Ridgeville, OH 44039
Attention: Brian Moriarty, Director of Law
Phone: 440-490-2068
Email: bmoriarty@nridgeville.org

If to Lessee, to:

TowerCo VI, LLC
5000 Valleystone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: OH0529

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

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

19. Assignment. Lessee may assign this Lease without the consent of, but with notice to, Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

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

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

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

23. Miscellaneous.

(a) Intentionally Omitted.

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

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

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

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

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

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

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

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

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

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40’ x 60’ (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(to be attached)

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

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

Prepared by and return to:

Jason Catalini
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

(Recorder’s Use Above this Line)

STATE OF OHIO)
)
COUNTY OF LORAIN)

PARCEL NO. 0700035102041

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement (“Memorandum”) is entered into on this ____ day of _____, 2025, by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation, having a mailing address of 7307 Avon Belden Road, North Ridgeville, OH 44039 (hereinafter referred to as “**Lessor**”) and **TOWERCO VILLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Ground Lease dated the ____ day of _____, 2025 (the “Lease”) for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the “Premises”), which are a portion of that certain parcel of real property located in North Ridgeville, County of Lorain, State of Ohio, described in **Exhibit A** attached hereto (the “Land”).
2. The Lease shall have an initial term of five (5) years, with nine (9) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment

of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

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EXHIBIT "A"**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40' x 60' (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

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

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