

**MEETING DATE: 11-12-20**

# **PLANNING COMMISSION**

**Case No. P20-19  
470 N. Jefferson**



# CITY of MEDINA

## Planning Commission

### October 23, 2014 Meeting

---


**Case No:** P20-19

**Address:** Medina City Schools Memorial Stadium (500 block N. Jefferson)

**Applicant:** TowerCo LLC

**Subject:** Conditional use amendment – Increase collocated tower height from 100ft to 175ft

**Zoning:** P-F – Public Facilities

**Submitted by:** Jonathan Mendel, Community Development Director 

---

**Site Location:**

The subject site is at the Medina City School District Memorial Stadium at the northeast corner of the N. Jefferson Street and E. Union Street.

**Project Introduction:**

The subject cell tower was granted a Conditional Zoning Certificate in 2014 for the initial collocation and construction of associated ground equipment shelter buildings. The 2014 approved tower is 100 feet tall and has an antenna array located near the top of the tower.

The applicant now wishes to increase the tower's height by 75 feet to a total of 175 feet tall with a new antenna array near the top of the extension. There are no substantive changes to the existing ground equipment or associated structures.

Please find attached to this report:

1. Applicant's narrative and plans received November 3, 2020
2. Site aerial photo map

**Section 1153.03(b) Conditional Use General Standards:**

The Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards:

- (1) Will be harmonious with and in accordance with the general objectives or with any specific objectives of the Land Use and Thoroughfare Plan of current adoption;*
- (2) Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;*
- (3) Will not be hazardous or disturbing to existing or future neighboring uses;*
- (4) Will not be detrimental to property in the immediate vicinity or to the community as a whole;*
- (5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection drainage structures, refuse disposal and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide such service adequately;*
- (6) Will be in compliance with State, County and City regulations;*
- (7) Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic or surrounding public streets or roads.*

**Public Hearing:** The Zoning Code requires the Planning Commission to conduct a Public Hearing for a proposed Conditional Use. The legal notices have been issued to permit the Public Hearing at the December 12, 2020 meeting. Based on the review of the case and the public hearing the Planning Commission may impose such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights and for the ensuring that the intent and objectives of this Zoning Ordinance will be observed.

**Review Standards:**

The following comments and considerations are mainly based on the applicable Wireless Telecommunications Requirements of Chapter 1146.

**Proposed Use:** This is a compliant expansion of an existing collocated cell facility and will not be a substantive change to the surrounding vicinity.

**Collocation Requirements:** The applicant must demonstrate that there is no other technically suitable space for the collocation. This tower extension will permit the inclusion of a new antenna array for this existing cell tower, thereby complying with the general intent of Chapter 1146 to prevent the unnecessary proliferation of such facilities with the City of Medina.

**Engineering:** The applicant has submitted an engineer's certifications on the structural integrity of the proposed facility and compliance with Federal regulations regarding RF emissions.

**Comments from City Departments:**

**Building Department** - No comment at this time

**Fire Department** - No comment at this time

**Engineering Department** - No comment at this time

**Economic Development** - No comment at this time

**Water Department** - No comment at this time

**Police Department** - No comment at this time

**Staff Comment:**

The proposed tower extension will have no substantive impact on the surrounding vicinity of N. Jefferson St. and E. Union St. The primary impact at the human scale on the ground will not change and the tower extension permits the collocation of cell facilities within the City of Medina as desired by Chapter 1146 of the Planning and Zoning Code and the general conditional use standards of Section 1153.03(b).

**Recommendation:**

Staff recommends that the Planning Commission approve the requested Conditional Zoning Certificate to extend the existing 100 foot tall cell facility collocated tower by 75 feet to 175 feet tall with the following conditions:

1. Subject to approval of building permits from the Medina Building Department.

P20-19  
TowerCo LLC  
Conditional Use for  
Colocation Tower Extension  
December 10, 2020

PEARL ST

N BROADWAY

N BROADWAY

E HOMESTEAD ST

FREDERICK ST

N JEFFERSON ST

E UNION ST

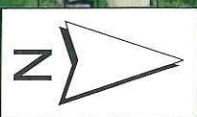


Subject Site

Current Collocated Tower  
& Accessory Building

N HARMONY ST

1 inch = 200 feet



## COMPLIANCE NARRATIVE

### 46.04 USE REGULATIONS.

(a) Conditionally Permitted Use. *A Wireless Telecommunication Tower may be permitted as a conditional use upon approval by the Planning Commission through submission of an application to the Planning Director, provided the applicant demonstrates compliance with each of the Collocation requirements in subsection (b) Collocation, below, the applicable conditionally permitted use regulations of the zoning district in which the Wireless Telecommunication Tower is proposed to be located, as well as the standards set forth in Section [1146.05](#) of this chapter.*

### Response

TowerCo acknowledges that it's proposal requires a conditional use approval.

### (b) Collocation.

(1) *The applicant must demonstrate that there is no Technically Suitable space for the applicant's Antenna(s) and related Facilities reasonably available on an existing Tower, building or structure within the geographic area to be served. With the application, the applicant shall list the location of every Tower, building or structure that could support the proposed Antenna(s) or area where it would be Technically Suitable to locate so as to allow it to serve its intended function. The applicant must demonstrate that a Technically Suitable location is not reasonably available on an existing Tower, building or structure. If another existing Tower, building or structure is Technically Suitable, the applicant must demonstrate that it has requested to Collocate on the existing Tower, building or structure and the Collocation request was rejected by the owner of the Tower, building or structure. In all circumstances, owners of existing Towers shall promptly respond in writing to requests for Collocation, but in no event shall they respond more than thirty (30) days from the date of receipt of a written request for Collocation. If another Tower, building or structure is Technically Suitable, the applicant must further show that it has offered to allow the owner of that other Tower, building or structure to Collocate an Antenna(s) on another Tower, building or structure within the City which is owned or controlled by the applicant, if any, on reasonably reciprocal terms and the offer was not accepted.*

(2) *All applicants for construction or erection of Wireless Telecommunication Towers shall be required to construct on a base Tower structure foundation that is designed to be buildable up to, but not including, two hundred (200) feet above grade. Such structure shall be designed to have sufficient structural loading capacity to accommodate three (3) Antenna platforms or Antenna arrays of equal loading capacity for three (3) separate providers of service to be located on the structure when constructed to the maximum allowable height. The Wireless Telecommunication Facility shall also be designed to show that the applicant has enough space on its site plan for an Equipment Shelter large enough to accommodate at least three (3) separate users of the Facility.*

RECEIVED  
NOV 03 2020

PP.....

(3) *If an Equipment Shelter is initially constructed to accommodate one (1) user, space shall be reserved on site for Equipment Shelter expansions to accommodate up to at least three (3) separate users. Agreement to the provisions of this subsection must be included in the applicant's lease with the landowner, if different from the owner/user of the Tower.*

*Written documentation must be presented to the Planning Director evidencing that the landowner of the property on which the Tower is to be located has agreed to the terms of this subsection. As an additional condition of issuing a conditional use permit, the owner/user shall respond in writing to any inquiries regarding Collocation of another user of the Facility within thirty (30) days after receipt of a written inquiry. Copies of all written requests to Collocate and all written responses shall be sent to the Planning Director and the Planning Commission.*

**Response:**

TowerCo intends to extend the existing light standard/tower to accommodate collocation. However, we recognize that the proposal still requires a conditional use process.

*(c) Accessory Use. The installation of a Wireless Telecommunication Antenna(s) where the construction or erection of a Tower is not proposed by the applicant, shall be a conditionally permitted accessory use on existing structures, other than buildings, (such as steeples, smokestacks, towers, etc.) provided that the Antenna shall be obscure from views from neighboring properties, public rights-of-way, and other public areas and all electronic and relay equipment for the Antenna shall be housed within the existing structure or an existing building on the same lot.*

*(Ord. 109-14. Passed 6-23-14.)*

**Response:**

This section is not applicable since TowerCo intends to extend the existing tower in addition to placing antennas.

**1146.05 MINIMUM STANDARDS FOR CONSTRUCTION, ERECTION, MAINTENANCE AND REMOVAL.**

Except as otherwise provided in this chapter, all Wireless Telecommunication Facilities shall comply with the following standards:

*(c) Spacing. There shall be a separation of a minimum of one-half (1/2) mile between Wireless Telecommunication Towers, including a separation of at least one (1) mile from any such Tower located outside the City's corporate limits.*

**Response:**

TowerCo has confirmed that no existing tower is within 1/2 mile of the site. Additionally, TowerCo proposes to extend the height of an already existing wireless communication tower. No new structure is being proposed. Therefore, this requirement has been satisfied.

(d) *Height.*

(1) *The maximum height of a free-standing Wireless Telecommunication Tower, including its Antenna and all appurtenances, shall be less than two hundred (200) feet above grade.*

(2) *The maximum height of any Wireless Telecommunication Antenna or Equipment Shelter, installed on an existing building or structure pursuant to Section 1146.04(c) hereof, shall be no greater in height than fifteen (15) feet above the roof line of the existing building or structure to which it is attached.*

(3) *The height of any Equipment Shelter shall not exceed fifteen (15) feet from the approved grade.*

**Response:**

The proposed 75' extension (175' total) of the existing facility will be under the maximum allowable 200' above grade. Additionally the proposed AT&T equipment shall be housed within an existing building and therefore will not be visible from any public view. Therefore, this requirement has been satisfied.

*(e) Setbacks. All Wireless Telecommunication Towers shall be set back from property lines a distance of two and a half (2½) times the height of the Tower when located adjacent to a residential district. Otherwise the Tower, and related Facilities shall comply with the required setbacks for the zoning district in which they are located. In no event shall a Wireless Telecommunication Tower be located in front of the principal building on the lot, if any, or in front of the front yard setback when no principal building is present on the lot.*

**Response:**

This section is not applicable since we are not proposing a new wireless communication facility. The existing facility is being extended in order to allow AT&T's colocation.

(f) *Design.*

(1) *All Wireless Telecommunication Towers shall be of a Monopole design, as opposed to a Lattice design. No guy wired Towers shall be permitted. All wires and conduit serving Antennas shall be located inside the Tower.*

(2) *All Wireless Telecommunication Facilities shall be subject to review by the Planning Commission for the purpose of enhancing the compatibility of the Facilities with their surroundings. The color of a Wireless Telecommunication Tower and Antennas shall be as determined by the Planning Commission for the purpose of minimizing its visibility, unless otherwise required by the FCC or the Federal Aviation Administration (FAA).*

(3) *The Wireless Telecommunication Antennas shall be of a panel design and mounted flush to the Tower, building or structure which elevates the antennas, unless the applicant can demonstrate that it is not feasible from an engineering standpoint to use such Antennas or to mount them in such a fashion*



**Response:**

TowerCo is proposing the extension of an existing light standard which is a monopole design. TowerCo acknowledges requirement that the Planning Commission review the proposal. The color shall remain the same as it currently is (galvanized grey finish). AT&T's proposed antennas shall be of panel design and mounted similarly to the existing carrier currently on the tower.

*(e) Landscaping. A landscape buffer area of not less than twelve (12) feet in depth shall be placed between the Wireless Telecommunication Facilities and the public rights-of-way and any adjacent properties from which there is a direct view of the Facilities, other than the Tower itself. The landscape buffer area shall have a tight screen fence of hardy evergreen shrubbery not less than eight (8) feet in height. The landscaping shall be continuously maintained and promptly restored, if necessary. Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible. Landscape plans are subject to review and approval by the City Forester.*

**Response:**

No landscaping is being proposed since AT&T's equipment shall be housed within an existing building. Their equipment shall not be visible from any angle and will be secured within the building by a locked door.

*f) Engineering.*

*(g) A report shall be prepared and submitted by a qualified and licensed professional engineer and shall provide proof of compliance with all applicable federal, state, county, and City regulations. The report shall include a detailed description of the Wireless Telecommunication Tower, Antenna(s), Equipment Shelter, and appurtenances. The report shall certify that:*

*(1) Radio frequency emissions are in compliance with the regulations of the FCC, and*

*(2) The use of the Facilities will not adversely affect or interfere with radio transmissions for public safety purposes.*

*(h) The applicant shall submit required engineering reports to the City Engineer for review and approval. The applicant shall provide sufficient information to the City Engineer that the proposed tower will be adequately anchored. The City Engineer may employ the services of outside engineers or technical assistance, which he deems necessary to review the proposal.*

**Response:**

Please see attached letter from AT&T confirming that the emissions are in compliance with the FCC and that the use of the facility will not adversely affect or interfere with radio transmissions for public safety purposes.

(4) Maintenance.

- *The applicant shall submit a plan documenting how the Wireless Telecommunication Facility will be maintained on the site in an ongoing manner that meets industry standards.*
- *On an annual calendar year basis the owner/user of the Wireless Telecommunication Facility shall submit to the Chief Building Official a report prepared by a licensed professional engineer(s) which shall verify continued compliance of the Facility with all governmental requirements including, but not limited to, the structural integrity and stability of any Towers or Antennas, electrical safety standards, and auxiliary power source safety standards.*

**Response:**

TowerCo conducts regularly scheduled maintenance visits to the site to confirm conditions remain in good standing with the approved permits. Additionally, because the equipment is contained within an existing building there is no fence or landscaping maintenance required. TowerCo shall comply with the requirements of this section as dictated by the City.

(5) Lighting Prohibited. *Except as required by law, a Wireless Telecommunication Antenna or Tower shall not be illuminated and lighting fixtures or signs shall not be attached to the Antenna or Tower. If lighting is required by FAA regulations, the most visually unobtrusive "state-of-the-art" lighting available shall be used, unless otherwise required by the FAA.*

**Response:**

The proposed extension does not require any lighting by the FAA and TowerCo does plan to light the tower. See included copy of the FAA determination confirming that lighting is not required.

(6) Security.

(1) *A security fence not less than eight (8) feet in height, but not greater than ten (10) feet in height, shall fully enclose those portions of the Wireless Telecommunication Facility which come in contact with the ground. Gates shall be locked at all times.*

(2) *A permanent warning sign with a minimum size of one (1) square foot and a maximum size of three (3) square feet shall be posted on the site, as well as an emergency telephone number of the owner/user of each set of antennas on the site. The owner/user shall also provide the Mayor, the Chief Building Official, the Fire Department, and the City Police Department with information regarding whom to contact, an address, and a telephone number in the event of an emergency.*

(3) *Other security measures for the Facility shall be determined by the Planning Commission as are appropriate under the circumstances of the particular application.*

**Response:**

AT&T's proposed equipment shall be located within an existing locked building. Therefore, no unauthorized access shall be permitted. This is the same building where the already existing carrier has their equipment.

*(j) Advertising Prohibited. No advertising sign(s) or devices shall be permitted anywhere on a Wireless Telecommunication Facility site.*

**Response:**

No advertising signs are being proposed.

*(k) Outdoor Storage. There shall be no outdoor storage of equipment or other items on the Wireless Telecommunication Facility site except during the Facility construction period and to supply temporary emergency power to the Facility only during a power outage.*

**Response:**

AT&T's proposed ground equipment shall be housed within an existing locked building. Therefore, no outdoor storage is being proposed.

*(l) Access to Facility. The access driveway to the Wireless Telecommunication Facility shall, whenever feasible, be provided along with circulation driveways of the existing use on the lot, if any. Where use of an existing driveway is not feasible, the driveway to the Facility shall be a minimum of eighteen (18) feet in width with a minimum overhead clearance of eleven (11) feet and shall be set back a minimum of twenty (20) feet from the nearest side or rear lot line. This driveway shall meet the load limitations for fire equipment.*

*If the access road to the Facility is more than one thousand five hundred (1,500) feet from the public right-of-way, the Planning Commission may determine, in its sole discretion, whether a turnaround shall be provided for emergency vehicles at the site and whether a by-pass, adequate for emergency vehicles, with an approachable access shall be provided for each additional one thousand five hundred (1,500) feet of the driveway. There shall be a maximum of two (2) off-street parking spaces on the Facility site.*

**Response:**

The existing access for the facility shall be used by AT&T. No new access is required since this is already an existing wireless communication facility.

*(i) Accessory Equipment Shelter. One (1) Equipment Shelter(s) accessory to a Wireless Telecommunication Tower or Antenna shall be permitted on a lot. The maximum cumulative total size of all Equipment Shelters accessory to a Wireless Telecommunication Tower or Antenna at a Facility shall not exceed seven hundred (700) square feet. The maximum height of an Equipment Shelter shall not exceed fifteen (15) feet above the approved grade at the site for*

*an Equipment Shelter with a pitched roof and a maximum height of ten (10) feet above the approved grade at the site for an Equipment Shelter with a flat roof. The roof and facade of the Equipment Shelter shall be compatible as to architectural design and materials with the principal building on the lot, if any. Where it is technically feasible and reasonably practical, an existing building or structure on a lot shall be used to shelter the equipment associated with a Wireless Telecommunication Facility. Any Equipment Shelter located on the roof of an existing building shall comply with Section 1146.04(c) of this Chapter. The Wireless Telecommunication Facility shall be fully automated and unattended on a daily basis, and shall be visited only for periodic and necessary maintenance (except during construction or an emergency).*

**Response:**

No accessory equipment shelter is being proposed. AT&T's equipment shall be contained within an existing building on site. Their equipment shall not be visible from any public view.

*(j) Utilities to be Underground. All utility lines from the utility source to the Wireless Telecommunication Facility shall be underground.*

**Response:**

TowerCo acknowledges this requirement.

*(k) Time Limit for Commencement and Completion. After issuance of a building permit to construct a Wireless Telecommunication Facility, the applicant shall commence construction within six (6) months and shall complete construction within one (1) year or the permit shall expire.*

**Response:**

TowerCo acknowledges this requirement.

*(l) Abandonment and Removal of Facilities.*

*(1) The applicant for the Wireless Telecommunication Facility shall be required as a condition of issuance of a building permit to post a cash or surety bond acceptable to the City Law Director of not less than one hundred dollars (\$100.00) per vertical foot from grade of the Wireless Telecommunication Facility. If an access drive which is separate from the existing access drive on the property is required to be constructed for a Wireless Telecommunication Facility, the owner/operator of the Facility shall also be required as a condition of issuance of a building permit to post a cash or surety bond acceptable to the City Law Director of not less than twenty-five dollars (\$25.00) per linear foot of access drive. The bond(s) shall insure that an abandoned, obsolete or destroyed Wireless Telecommunication Facility and/or access drive shall be removed. Any successor-in-interest or assignee of the applicant shall be required to*

*additionally execute such bond, as principal, to insure that the bond will be in place during the period of time that the successor-in-interest or assignee occupies the Facility.*

*(2) The owner/user of the Wireless Telecommunication Facility shall, on no less than an annual basis from the date of issuance of the building permit, file a declaration with the Planning Commission as to the continuing operation of each of its Facilities within the City.*

*(3) The owner/user of the Wireless Telecommunication Facility shall provide a thirty (30) day notice to the Chief Building Official of cessation of use or abandonment of the Facility. The Chief Building Official shall notify the owner/user in writing and advise that the Facility must be dismantled and removed from the site and the site restored to a landscaped condition within ninety (90) days of cessation of use or abandonment all at the cost of the owner/user. The owner/user shall have the right to appeal the Chief Building Official's decision to require removal of an abandoned Facility to the Board of Zoning Appeals.*

**Response:**

TowerCo acknowledges and shall comply with this ordinance requirement. We have also included with this application a copy of the original bond as well as a rider confirming that the value of the removal bond shall be increased to a total of \$17,500 to comply with the removal bond language. Should the application be approved TowerCo shall execute the rider and provide a copy to the City for its records.

***1146.06 FEES.***

*(7) In addition to any other fees required under the City's Zoning Code and Building Code, the Planning Director shall collect fees as set forth in Section [1109.03](#) of the Medina City Code.*

*(8) The applicant for a Wireless Telecommunication Tower and/or Antenna Facility shall be responsible for all expenses incurred by the City for any technical and/or engineering services deemed necessary by the Planning Commission or the Board of Zoning Appeals to perform any reviews required by the Codified*

*Ordinances which are not covered by the fees set forth in Section [1109.03](#) of the Medina City Code.*

**Response:**

TowerCo acknowledges and shall comply with this requirement. We have included a check for the required \$800 application fee.

RECEIVED  
NOV 03 2020

GROUND LEASE AGREEMENT

BY: .....

THIS GROUND LEASE AGREEMENT ("Agreement") is effective as of the latter of the signature dates below ("Effective Date") by and between the Board of Education of the Medina City School District a \_\_\_\_\_ ("Lessor") and TOWERCO 2013 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 the City of Medina, County of Medina, State of Ohio, commonly known as Claggett Middle School (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 two hundred and fifty (2,250) square feet of the Parent Parcel and all access and utility easements if any, (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; provided that Lessee, its sublessees and licensees shall use commercially reasonable efforts to avoid access when Lessor has scheduled activities on the Parent Parcel. 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 ten (10) years ("Initial Term") commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or upon receipt of the building permit, whichever first occurs ("Commencement Date") and terminating on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 9.

4. Renewal Terms. Lessee shall have the right to extend this Lease for six (6) additional five (5) year terms ("Renewal Terms") unless Lessor provides one hundred eighty (180) days written notice prior to second and any subsequent Renewal Terms to Lessee that the Premises are needed for a legitimate public or school purpose (therefore terminating this Agreement). Lessor shall not exercise this non-renewal right as pretext to renegotiate this Agreement for more favorable terms or for any other reason other than for a legitimate public or school purpose which shall include the dismantling of the Improvements. . Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in

paragraph 5. 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. Lessee shall pay Lessor the sum of ("Initial Term Rent") within ten (10) days of the Commencement Date as consideration or rent for the Initial Term. Beginning on the first day of the first Renewal Term, and for each month thereafter, Lessee shall pay to Lessor the sum of ("Renewal Term Base Rent"). The Renewal Term Base Rent shall be increased upon the commencement of each subsequent Renewal Term by ten percent over the then current rent. Accordingly, Renewal Term Base Rent shall be as follows:

- (a) First Renewal Term:
- (b) Second Renewal Term:
- (c) Third Renewal Term:
- (d) Fourth Renewal Term:  
;
- (e) Fifth Renewal Term:
- (f) Sixth Renewal Term:

Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

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 and Lessor acknowledge and agree that Lessor shall have the right to replace, modify or upgrade the lighting system located on the tower or light tower which is part of the Improvements. Furthermore, in the event the tower or light tower cannot support the upgraded or modified lighting system, Lessee, at its sole cost and expense, shall modify the tower or light tower in order to support the upgraded or modified lighting system. Lessee shall remove all of the above-ground portions of the Improvements not later than ninety (90) days following any termination of this Lease. If such time for removal causes Lessee to remain on the Premises after termination, Lessee shall pay rent at the then existing monthly rate until such time as the removal of all Improvements are completed. 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. Lessee shall provide written notice to Lessor at least three days prior to making or removing any such Improvements to the Premises, so as to not interfere with any school use.

(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, 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 satisfactory to Lessor and 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 Tract, 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 Tract. Lessee shall restore the Premises and Parent Tract to its original conditional after all testing has been completed. 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. Lessee shall compensate Lessor for any damages to the Premises or the Parent Parcel or to Lessor's personal property caused by such inspections, studies or use of the property by Lessee, and its sublessees and licensees.

(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 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 satisfactory in form to Lessor within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement 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 Easement.



(e) Lessee shall promptly pay any and all contractors, subcontractors, materialmen and all others performing any work or supplying any materials in or to the Premises, whether pursuant to this section or other provision of the Lease, so that no mechanic's or materialmen's liens shall attach against the Premises. Lessee shall indemnify, defend, protect, and hold Lessor harmless from any costs, expense (including attorney fees), damages, claims or other liability incurred by Lessor as a result of Lessee's failure to comply with the provisions of this section. If any such mechanic's or materialman's liens shall be filed as a result of work done on or materials furnished to the Premises by or for Lessee, Lessee shall cause the same to be discharged of record within fifteen (15) days.

(f) Lessee represents and warrants to Lessor that during this Lease, Lessee will (i) keep the Premises and Parent Parcel it has access to clean, neat and orderly, (ii) protect all property under its control from damage, (iii) remove all trash, debris, waste materials and rubbish, as well as its tools, equipment, machinery and surplus materials from and around the Premises, (iv) take all necessary precautions for the safety of its employees, sublessees and licensees and other persons who may be affected by the Intended Use and will provide reasonable protection to prevent damage, injury or loss to persons and property and (v) comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Agreement, 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 Agreement, (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 Agreement. 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 10 below) of the Premises until this Agreement expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the exercise of the Agreement until 12 months following the termination or expiration of the term of this Agreement.

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, except for payment default in a Renewal Term as provided in 8 (d) herein, 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;

(c) By Lessee for any reason upon written notice from Lessee to Lessor, provided if Lessee terminates this Lease during the Initial Term for convenience, then Lessor shall be entitled to retain all of the prepaid Initial Term Rent; or

(d) By Lessor for Lessee's failure to pay Renewal Term Base Rent or any other amount due Lessor which is not cured within five (5) days of written notice (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof).

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. 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 or any increase in real estate taxes which Lessor demonstrates arises from Lessee's Improvements or Intended Use of the Premises. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future payments of Rent. 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 no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. 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. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

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. If Lessee elects to terminate this Lease during the Initial Term as a result of damage or destruction, then Lessor shall be entitled to retain all of the prepaid Initial Term Rent.

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). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall, and Lessee shall cause each of its subsidiaries and licensees, at their expense, to procure and maintain on the Premises and on the Improvements, commercial general liability insurance for bodily injury and property damage insurance with a minimum combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, commercial auto liability on all owned, non-owned and hired automobiles with a minimum combined single limit of One Million and 00/100 Dollars (\$1,000,000) and workers compensation coverage providing the statutory benefits and not less than One Million and 00/100 of Employers Liability coverage. 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. Each party must name Lessor as an additional insured and a certificate of insurance evidencing such coverage will be provided to Lessor showing effective dates and dates of expiration of such policies. 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.

(a) 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. Lessee shall provide written notice to Lessor at least three days prior to allowing its sublessees, licensees, invitees or agents to use any portion of the Parent Parcel (outside of the Premises) so as to not interfere with any school use. 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.

(b) Lessee agrees that the aggregate equipment installation on the Premises shall not exceed the current radio frequency emissions ("EME") as provided under federal rules and

regulations as promulgated by the Federal Communications Commission ("FCC"). In the event any after-installed Lessee equipment exceeds the permitted EME as governed by the FCC, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the any excess EME, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith effort to remedy the EME issue. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

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 Easement 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 Easement 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 Easement 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. Environmental Indemnities/Hazardous Materials.

(a) If permitted under Ohio state law, Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all reasonable actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. If such mitigation is not economically feasible, Lessor can terminate this Lease. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. 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:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Lessee, to:

TowerCo 2013 LLC  
5000 Valleystone Drive  
Cary, North Carolina 27519  
Attn: Property Management  
Site ID #: \_\_\_\_\_

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (iv) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. 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. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenants. 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 indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and 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.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Agreement are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by either party in this Agreement ("Default"), the non-breaching party shall have the option to pursue any one or more of the following remedies without notice or demand:

(a) the non-breaching party, may, at its sole election, terminate the Lease;

(b) the non-breaching party, may, without being obligated and without waiving the Default, cure the Default, whereupon the breaching party shall pay to the non-breaching party, upon demand, all costs expenses, and disbursements incurred by non-breaching party to cure the Default. If Lessor does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of any invoice setting forth the amount due from Lessor, 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) the non-breaching party shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease.

If the non-breaching party performs any of the breaching party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-breaching party shall immediately be owing by the breaching party, and the breaching party shall pay to the non-breaching party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable law.

20. Assignment. Upon written notice to Lessee, Lessor is permitted to transfer this Lease only in connection with the sale of the Parent Parcel and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Parent Parcel and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited

from granting any third party an easement or other real property interest in the Premises. Lessee may assign this Lease without the consent of or notice to Lessor.

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 provided that Lessor is reimbursed for its legal fees associated with the review of documents in connection with such consent. 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.

21. 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.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS LEASE.

24. 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. As permitted under Ohio 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.

25. Miscellaneous.

(a) Each party will pay all of its attorney's fees incurred in connection with this Lease as well as other expenses or court costs, including appeals, if any, related to any litigation arising hereunder.

(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) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated. Each party hereby irrevocably consents that any legal action or proceeding against such party relating to this Lease shall be brought in the Common Pleas Court of Medina County, Ohio and each party expressly and irrevocably waives any claim or defense on any lack of personal jurisdiction, improper venue or forum non conveniens.

(g) 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.

(h) 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 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.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, 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.

(j) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's Intended Use of the Premises including but not limited to land use and zoning applications.



(k) 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 the 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 Agreement shall have the same force and effect as originals.

(l) 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 Premises.

(m) 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]**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement and Lease as of the date affixed to their signatures below.

**LESSOR/LESSOR:**

**Board of Education of the Medina City School District**

By: Thomas L. Cahalan  
Name: Thomas L. Cahalan  
Title: Board President  
Date: August 25, 2014

State of Ohio

County of Medina

Before me, Noleen Paffumi the undersigned, a Notary Public for the State, personally appeared Thomas Cahalan, who is the President of the **Board of Education of the Medina City School District**, a city school district of the State of Ohio, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 25<sup>th</sup> day of August, 2014.

Signature Noleen J. Paffumi

NOTARY SEAL

My commission expires: October 14, 2015

**LESSEE/LESSEE:**

**TOWERCO 2013 LLC, a Delaware  
limited liability company**

By: Daniel Hunt  
Name: Daniel Hunt  
Title: VP/CFO  
Date: 9/8/14

State of North Carolina

County of Wake

Before me, Melissa Manna the undersigned, a Notary Public for the State, personally appeared Daniel Hunt who is the VP/CFO of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this 8 day of September, 2014.



NOTARY SEAL

Signature Melissa Manna

My commission expires: 11/13/15

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

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

See Attached Deed

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

[SURVEY TO BE PROVIDED BY LESSEE AT LESSEE'S COST]

An approximately 30' x 75' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

See Attached Zoning Drawing

**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 Agreement. 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.

SURETY RIDER

RECEIVED  
NOV 03 2020

DRAFT RIDER

To be attached to and form a part of

Bond No. CMS0286438

dated October 20, 2015  
effective \_\_\_\_\_  
(MONTH-DAY-YEAR)

executed by TowerCo 2013 LLC, as Principal,  
(PRINCIPAL)

and by RLI Insurance Company, as Surety,

in favor of City of Medina  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

**The Bond Amount from:**

Eleven Thousand & 00/100 (\$11,000.00)

**To:**

Seventeen Thousand Five Hundred & 00/100 (\$17,500.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective October 12, 2020  
(MONTH-DAY-YEAR)

Signed and Sealed October 12, 2020  
(MONTH-DAY-YEAR)

TowerCo 2013 LLC  
(PRINCIPAL)

By: \_\_\_\_\_  
(PRINCIPAL)

RLI Insurance Company  
(SURETY)

By: \_\_\_\_\_  
Attorney-in-Fact

**TOWER / EQUIPMENT /STRUCTURE  
REMOVAL BOND**

**Bond #CMS0286438**

Site Location: **470 North Jefferson Street, Medina, OH**

Site ID#: **OH0230 (Medina DTN North)**

KNOW ALL MEN BY THESE PRESENTS, THAT, TowerCo 2013 LLC, as Principal, and RLI Insurance Company, a corporation duly organized under the laws of the State of Illinois, as Surety, are held and firmly bound unto City of Medina, 135 North Elmwood Ave., Medina, Ohio 44256, as Obligee, in the sum of Eleven Thousand and No/100 (\$11,000.00)

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower or structure furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such tower(s), equipment or structure(s) and which agreement requires that the property be returned to its prior condition upon removal of any structures and is hereby specifically referred to and made part hereof, and

WHEREAS, the Obligee requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower(s), equipment or structure(s).

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocations of a tower(s), equipment or structure(s), then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by registered mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.

THIS BOND signed, sealed, dated on the 20<sup>th</sup> day of October, 2015. This bond is effective the 20<sup>th</sup> day of October, 2015.

**TowerCo 2013 LLC**

Principal

By: \_\_\_\_\_

**RLI Insurance Company**

Surety

By: Paige M. Turner

**Paige M. Turner, Attorney-in-Fact**



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:  
Paige M. Turner, Keith A. Stiles, Sheryl J. Manger, Michael J. Granacher, Pamela A. Beelman, jointly or severally

in the City of Kansas City, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 28th day of April, 2015.



RLI Insurance Company  
 By: [Signature]  
 Roy C. Die Vice President

State of Illinois }  
 County of Peoria } SS

On this 28th day of April, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature]  
 Jacqueline M. Bockler Notary Public



**CERTIFICATE**

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 20th day of October, 2015.

RLI Insurance Company  
 By: [Signature]  
 Roy C. Die Vice President





Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2019-AGL-18017-OE

RECEIVED  
 NOV 03 2020  
 DE .....

Issued Date: 10/25/2019

Chad Doherty  
 TowerCo IV LLC  
 5000 Valleystone Dr, Suite 200  
 Cary, NC 27519

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Monopole OH0230 Medina DTN North - Tower  
 Location: Medina, OH  
 Latitude: 41-08-41.67N NAD 83  
 Longitude: 81-51-37.06W  
 Heights: 1040 feet site elevation (SE)  
 180 feet above ground level (AGL)  
 1220 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 04/25/2021 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-4199, or [Dianne.Marin@FAA.GOV](mailto:Dianne.Marin@FAA.GOV). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-AGL-18017-OE.

**Signature Control No: 419975799-420885108**

( DNE )

Dianne Marin  
Specialist

Attachment(s)  
Case Description  
Frequency Data  
Map(s)

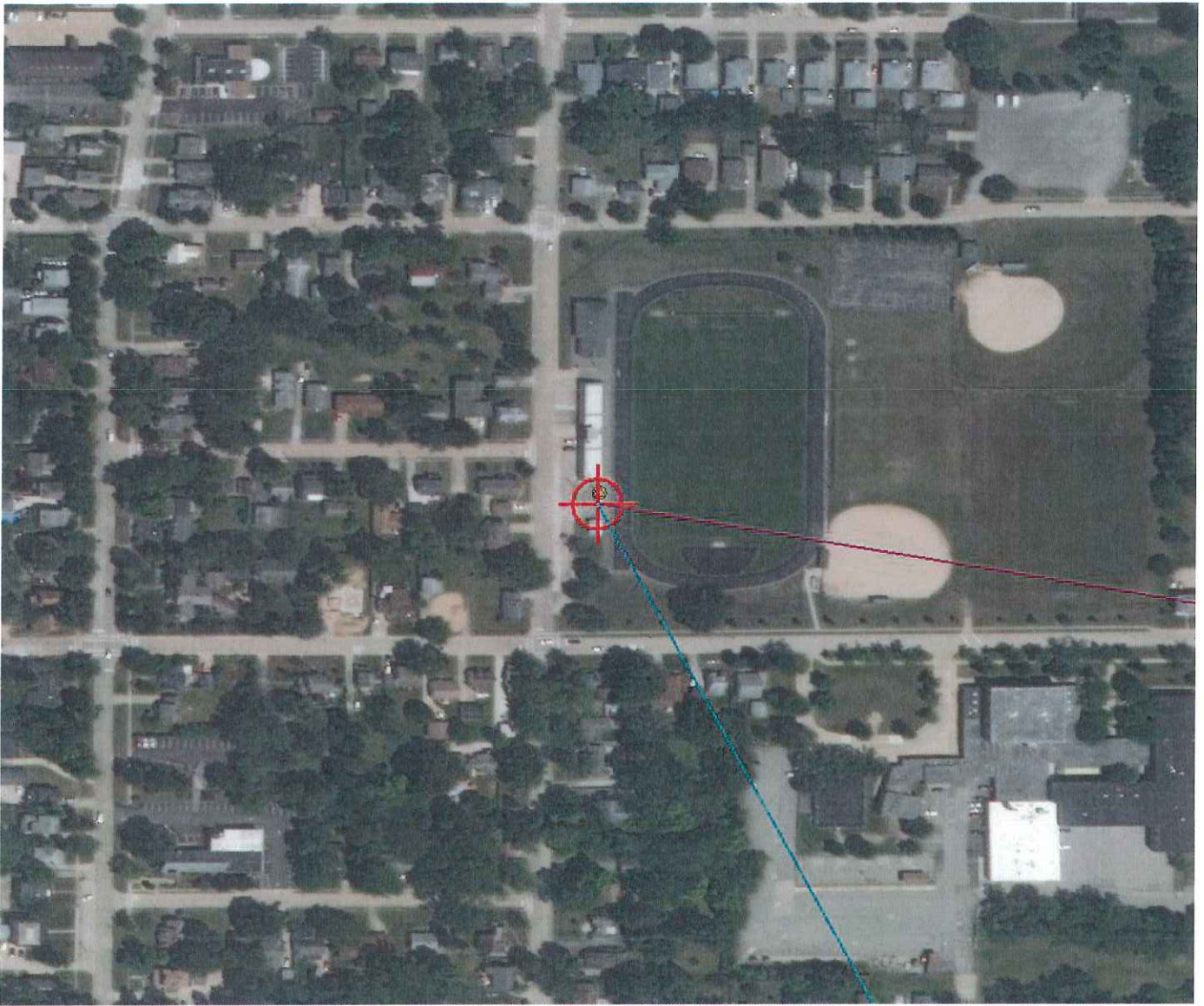
cc: FCC

**Ca Description for ASN 2019-AGL-18017 E**

Proposing to construct a Tower with an Overall Hgt of 180'(Tower Hgt 175' with 5' Rod). Structure will be Monopole. Note: The new proposed tower will be constructed approx. 25' from an existing 110' Monopole filed under ASN # 2016-AGL-13523-OE. Please do NOT terminated ASN 2016-AGL-13523-OE.

Frequency Data for ASN 2019-AGL-18017

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W





RECEIVED  
NOV 03 2020



PHOTOGRAPHED

NOV 03 2020

BY [illegible]



NOV 03 2020

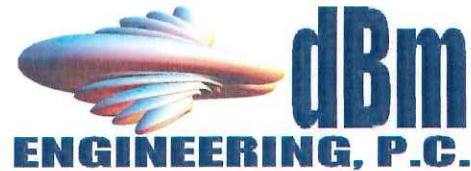




NOV 03 2020

RE: [illegible]

PO Box 165  
Fairview Village, PA 19409  
Phone: 610.304.2024  
Fax: 610.584.5387  
info@dBmEng.com



October 29, 2020  
David Hockey  
Director of Zoning  
TowerCo  
5000 Valleystone Drive  
Cary, NC. 27519

Mr. Hockey:

I have reviewed the Site Compliance Statement, prepared by Jonathan Kovitch of AT&T, that provides an overview of the Federal Communications Commission's (FCC) rules governing permissible exposure levels to radiofrequency (RF) emissions at FCC-licensed facilities and attests to AT&T Mobility's commitment to comply with those RF exposure rules at all its sites. In my over two decades of involvement with cellular system design and specialization in FCC compliance these are guidelines that I am extremely familiar with and I have found that the statements made by Mr. Kovitch are true and accurate. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew M. Petersohn", written over a faint circular stamp.

Andrew M. Petersohn, P.E.  
Registered Professional Engineer  
Pennsylvania license number 073239



RECEIVED  
NOV 03 2020

BY: .....



October 23, 2020

**THIS FORM PROVIDES A TEMPLATE TO USE IN RESPONDING TO  
LANDLORD OR OTHER ENTITY THAT STATES THAT THE SITE IS  
COMPLIANT**

Re: TowerCo Site ID: OH0230  
Location: 470 North Jefferson Street, Medina, OH 44256  
Latitude: 41°08'41.9"N  
Longitude: 81°51'37.1"W

**Purpose**

This letter provides an overview of the Federal Communications Commission's (FCC) rules governing permissible exposure levels to radiofrequency (RF) emissions at FCC-licensed facilities and attests to AT&T Mobility's commitment to comply with those RF exposure rules at all its sites.

**FCC's Exposure Rules**

The FCC's RF exposure rules, which stem from requirements set forth in the National Environmental Policy Act of 1969 (NEPA), are published in the Title 47 of Code of Federal Regulations (47 CFR) §1.1310, "Radiofrequency radiation exposure limits." Radiofrequency exposure at levels below those maximum permissible exposure (MPE) levels defined in FCC rules are deemed to pose no hazard to human health. These rules limit exposure to emissions. Thus, a cell site may have high emissions, but comply with FCC rules by effectively limiting exposure.

In its rules, the FCC defines two exposure environments and the MPE limits within those environments that are established with a large margin of safety.

- **General Public/Uncontrolled**—This environment applies to locations where the general public may be exposed, or where persons exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure. The MPE limits for this environment are 5 times more restrictive than those for the Occupational/ Controlled) environment described next.
- **Occupational/Controlled**—This environment applies to locations where persons are exposed as a consequence of their employment provided they are fully aware of the potential for exposure and can exercise control over their exposure. The MPE limits for this environment also apply where an individual is transient, provided they are made aware of the potential for exposure.



The chart below shows the most restrictive FCC MPE limits for each exposure environment in AT&T's frequency bands.

FCC MPE Limits ( $\text{mW}/\text{cm}^2$ ) for 700 MHz, Cellular, AWS, and WCS			
Exposure Environment	Frequency Band		
	700 MHz	Cellular	PCS/AWS/WCS 1710 MHz- 2360 MHz
General Population/Uncontrolled	0.47	2.98	1.0
Occupational/Controlled	2.33	2.90	5.0

#### AT&T's RF Safety Compliance

AT&T's cell sites transmit and receive radio signals to and from wireless phones and other wireless devices.

AT&T's national RF safety program policy requires all of its sites to be in compliance with the FCC's RF exposure rules. Ordinarily, AT&T approaches RF safety compliance conservatively, using the more restrictive General Population/ Uncontrolled MPE limits.

AT&T uses both specially-trained employees and carefully-selected RF safety consultants to assess exposure levels and recommend appropriate mitigation to limit exposure. Based on the assessments, RF safety signage and barriers may be deployed to protect persons from entering areas where exposure levels could exceed the applicable MPE limits. AT&T's use of RF safety signs, barriers, and other protective methods are guided by the FCC's publication OET Bulletin 65.

Sincerely yours,

Jonathan Kovitch / RF Engineer  
AT&T Mobility RF Engineering

SITE PHOTO



THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.



**PROJECT: NSB LTE  
AT&T SITE ID: NOH6536**

**(TOWERCO #OH0230 COLLOCATION)  
MEDINA, OH 44256**

DRAWING INDEX

SHEET #:	SHEET TITLE	REV. #
TS-1	TITLE SHEET	A
C-0.1	OVERALL AERIAL PLAN	A
C-1	OVERALL SITE PLAN	A
C-2	EQUIPMENT ROOM FLOOR PLAN, SECTIONS & DETAILS	A
C-3	EQUIPMENT SITE DETAILS	A
T-1	TOWER ELEVATION, ANTENNA & COAX PLANS	A
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

APPLICANT/OWNER:

8372 EAST BROAD STREET  
FLOOR 2 – SOUTH (83)  
REYNOLDSBURG, OHIO 43068

5000 Vallestone Drive, Suite 200  
Cary, NC 27519

PREPARED BY:

520 South Main Street, Suite 2531  
Akron, OH 44311  
330.572.2100 Fax 330.572.2101  
Copyright: Glasius, Pyle, Schomer, Burns & DeHaven, Inc. 2020

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

**BUILDING CODES:**  
OHIO BUILDING CODE (OBC 2017, IBC 2015), LATEST ADDITION ADOPTED BY STATE OF OHIO  
ALSO BY LOCAL JURISDICTION BUILDING AUTHORITY,  
OHIO PLUMBING CODE (OPC 2017),  
OHIO MECHANICAL CODE (OMC 2017),  
NATIONAL ELECTRICAL CODE (NEC 2017), LATEST ADDITION AS ADOPTED BY LOCAL BUILDING AUTHORITY AND BY STATE OF OHIO,  
NFPA 70 – NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) – (2017 EDITION),  
NFPA 101 – LIFE SAFETY CODE – (2015 EDITION),  
NFPA 780 – LIGHTNING PROTECTION CODE – (2017 EDITION)

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:  
AMERICAN CONCRETE INSTITUTE (ACI) 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE & COMMENTARY  
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), STEEL CONSTRUCTION MANUAL, FOURTEENTH EDITION  
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:  
TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM  
IEEE 1100 (LATEST EDITION) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS  
TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

**11"x17" PLOT WILL BE HALF SCALE  
UNLESS OTHERWISE NOTED**

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THESE SITE PLANS ADHERE TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION PLANNING AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURES WHERE SITE IS LOCATED.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN OHIO, CALL OHIO UTILITIES PROTECTION SERVICE  
TOLL FREE: 1-800-362-2764 OR www.oups.org  
OHIO STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

NOV 03 2020  
Know what's below.  
Call before you dig.

SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PROJECT NO:	2020704.57
DRAWN BY:	MRB
CHECKED BY:	BML
LANDLORD/PROPERTY OWNER SIGNATURE:	

REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

PROJECT LOCATION:

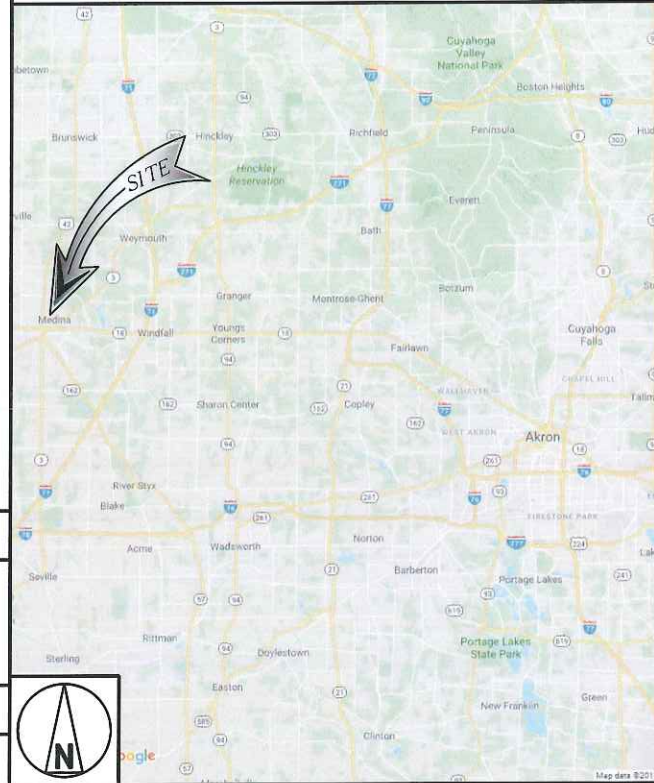
**NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256**

SHEET TITLE:  
**TITLE SHEET**

SHEET NUMBER:  
**TS-1**

LOCATION MAPS

VICINITY MAP



LOCAL MAP



DRIVING DIRECTIONS

**DIRECTIONS FROM AT&T OFFICE (8372 EAST BROAD ST. REYNOLDSBURG, OH 43068):**  
HEAD WEST ON OH-16 W/E BROAD ST/COLUMBUS-NEWARK RD, USE THE RIGHT 2 LANES TO TURN RIGHT TO MERGE ONTO I-270 N, MERGE ONTO I-270 N, KEEP LEFT TO STAY ON I-270 N, USE THE RIGHT 2 LANES TO TAKE EXIT 26 TO MERGE ONTO I-71 N TOWARD CLEVELAND, TAKE EXIT 209A-209B TO MERGE ONTO I-76 E/US-224 E TOWARD AKRON, TAKE EXIT 2 FOR OH-3 TOWARD MEDINA, TURN LEFT ONTO OH-3 N, CONTINUE ONTO N COURT ST, TURN RIGHT ONTO E UNION ST, TURN LEFT AT THE 2ND CROSS STREET ONTO N JEFFERSON ST, CONTINUE 200 FT, ARRIVE AT LOCATION.

PROJECT INFORMATION

PROPERTY OWNER: MEDINA CITY BOARD OF EDUCATION  
SITE ADDRESS: 470 NORTH JEFFERSON STREET  
MEDINA, OH 44256  
PERMANENT PARCEL NO.: 02B19B15068  
ZONING DISTRICT: P-F (PUBLIC FACILITIES)  
AT&T SITE NUMBER: NOH6536  
AT&T FA NUMBER: 14518095  
AT&T USID NUMBER: 231852  
LATITUDE (NAD 83): 41° 08' 41.679" N (PER 1A DATED 10/02/19)  
LONGITUDE (NAD 83): 81° 51' 37.061" W (PER 1A DATED 10/02/19)  
GROUND ELEVATION (NAVD 88): 1040.18' AMSL (PER 1A DATED 10/02/19)  
TOWERCO CONTACT: JASON WOODWARD (248) 361-6936  
TOWERCO SITE#: OH0230 MEDINA DOWNTOWN NORTH  
LOCAL POWER COMPANY: FIRST ENERGY  
LOCAL TELEPHONE COMPANY: VERIZON  
SITE ACQUISITION MANAGER: JENNIFER STEWART (412) 269-5776  
CONSTRUCTION MANAGER: KRISTOPHER DOLAN (614) 314-3139  
R.F. ENGINEER: JON KOVITCH (330) 252-0436

EXISTING SHELTER INFORMATION

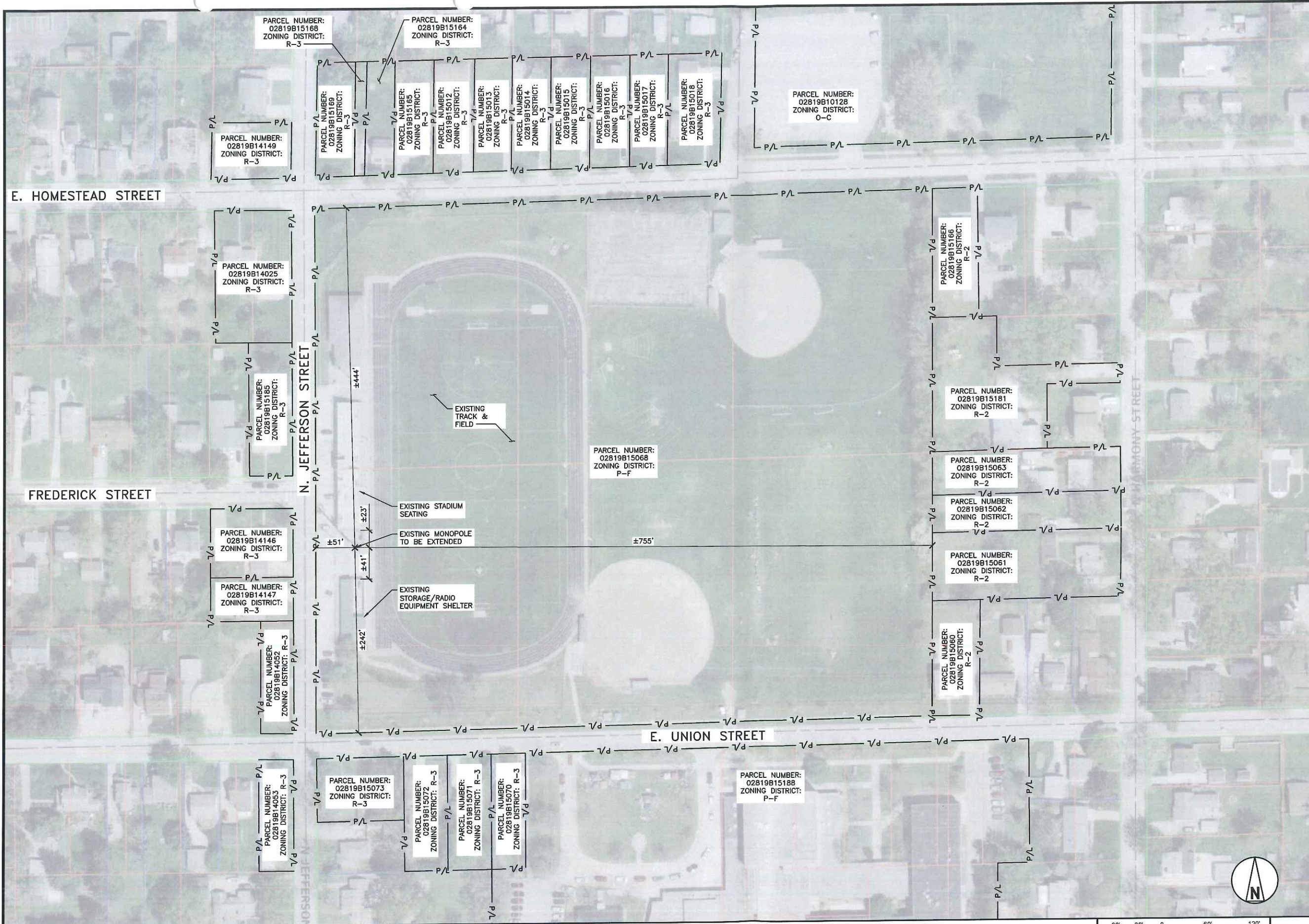
OCCUPANCY LOAD: 0  
BUILDING HEIGHT: ±21'  
CONSTRUCTION TYPE: VB  
OCCUPANCY GROUP: S-2

EXISTING EXTENDED TOWER INFORMATION

OCCUPANCY LOAD: 0  
STRUCTURE HEIGHT: 175'  
CONSTRUCTION TYPE: IIB  
OCCUPANCY GROUP: U

A/E CONTACT INFORMATION

ENGINEER: GPD GROUP  
- GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC.  
520 SOUTH MAIN STREET, SUITE 2531  
AKRON, OHIO 44311  
CONTACT: BRAD LAUCHER, PE (PROJECT MANAGER)  
(614) 859-1626



OVERALL AERIAL PLAN



APPLICANT/OWNER:



8372 EAST BROAD STREET  
FLOOR 2 - SOUTH (83)  
REYNOLDSBURG, OHIO 43068



TowerCo®  
5000 Vallestone Drive, Suite 200  
Cary, NC 27519

PREPARED BY:



Glaus, Pyle, Schomer, Burns & DeHaven, Inc.  
520 South Main Street, Suite 2531  
Akron, OH 44311  
330.572.2100 Fax 330.572.2101  
Copyright, Glaus, Pyle, Schomer, Burns & DeHaven, Inc. 2020

SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PROJECT NO: 2020704.57  
DRAWN BY: MRB  
CHECKED BY: BML

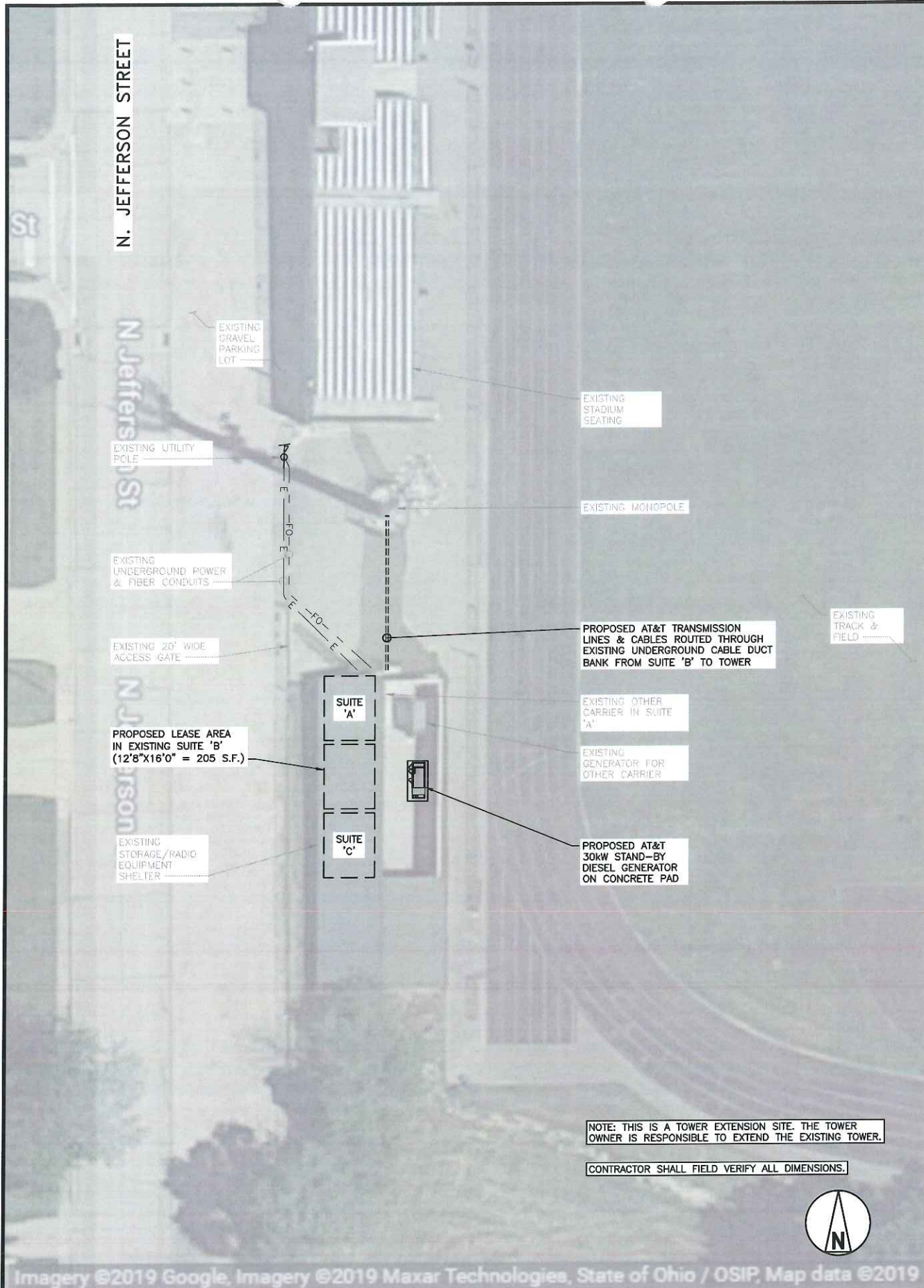
LANDLORD/PROPERTY OWNER SIGNATURE:

REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

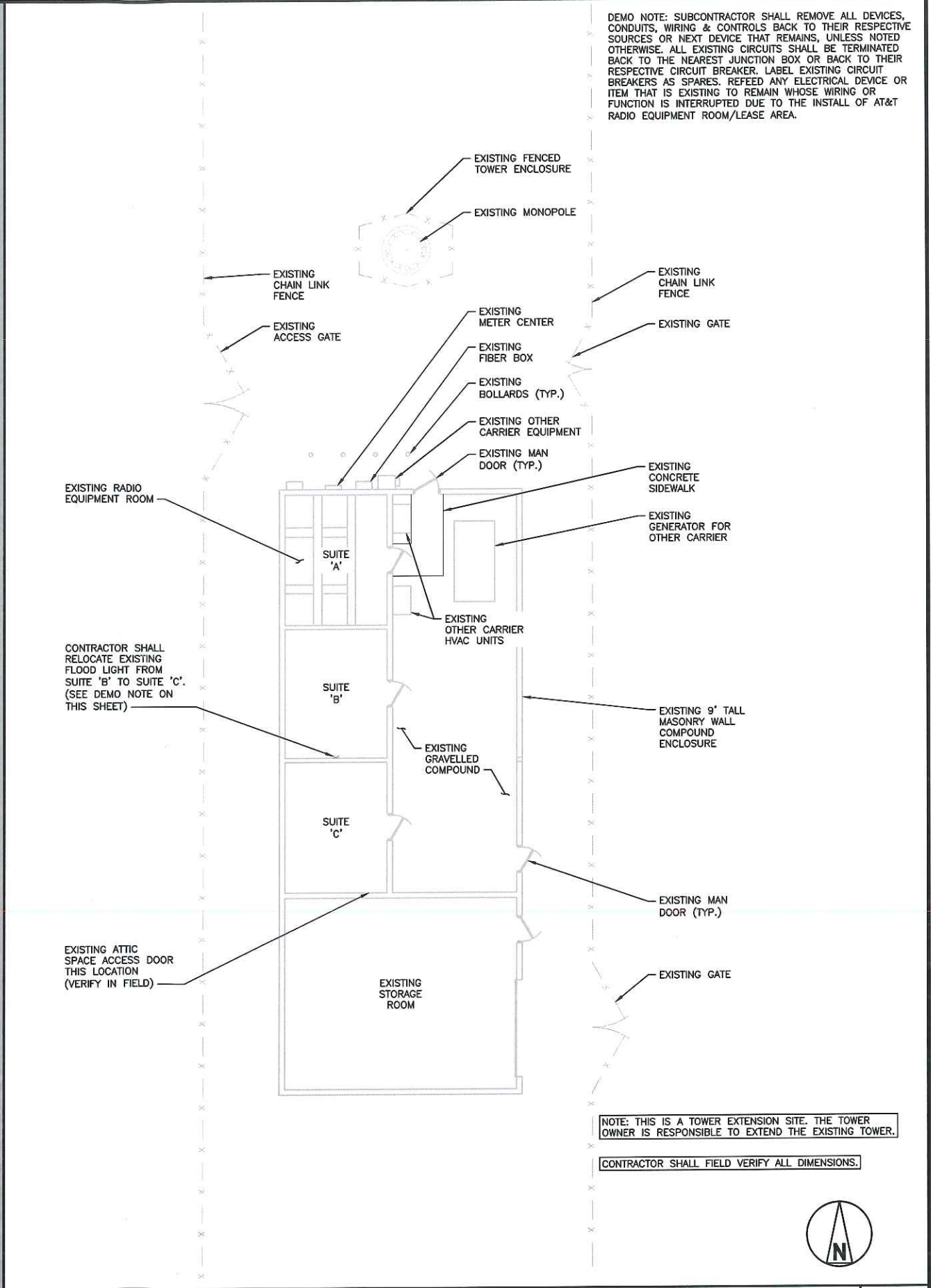
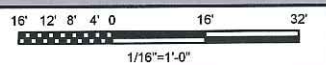
PROJECT LOCATION:  
NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256

SHEET TITLE:  
OVERALL AERIAL PLAN

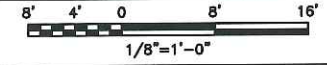
SHEET NUMBER:  
C-0.1



OVERALL SITE PLAN



EXISTING COMPOUND PLAN



DEMO NOTE: SUBCONTRACTOR SHALL REMOVE ALL DEVICES, CONDUITS, WIRING & CONTROLS BACK TO THEIR RESPECTIVE SOURCES OR NEXT DEVICE THAT REMAINS, UNLESS NOTED OTHERWISE. ALL EXISTING CIRCUITS SHALL BE TERMINATED BACK TO THE NEAREST JUNCTION BOX OR BACK TO THEIR RESPECTIVE CIRCUIT BREAKER. LABEL EXISTING CIRCUIT BREAKERS AS SPARES. REFEED ANY ELECTRICAL DEVICE OR ITEM THAT IS EXISTING TO REMAIN WHOSE WIRING OR FUNCTION IS INTERRUPTED DUE TO THE INSTALL OF AT&T RADIO EQUIPMENT ROOM/LEASE AREA.

APPLICANT/OWNER:

8372 EAST BROAD STREET  
FLOOR 2 - SOUTH (83)  
REYNOLDSBURG, OHIO 43068

5000 Valleystone Drive, Suite 200  
Cary, NC 27519

PREPARED BY:

520 South Main Street, Suite 2531  
Akron, OH 44311  
330.572.2100 Fax 330.572.2101  
Copyright: Glos, Pyle, Schomer, Burns & DeHaven, Inc. 2020

SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PROJECT NO: 2020704.57  
DRAWN BY: MRB  
CHECKED BY: BML

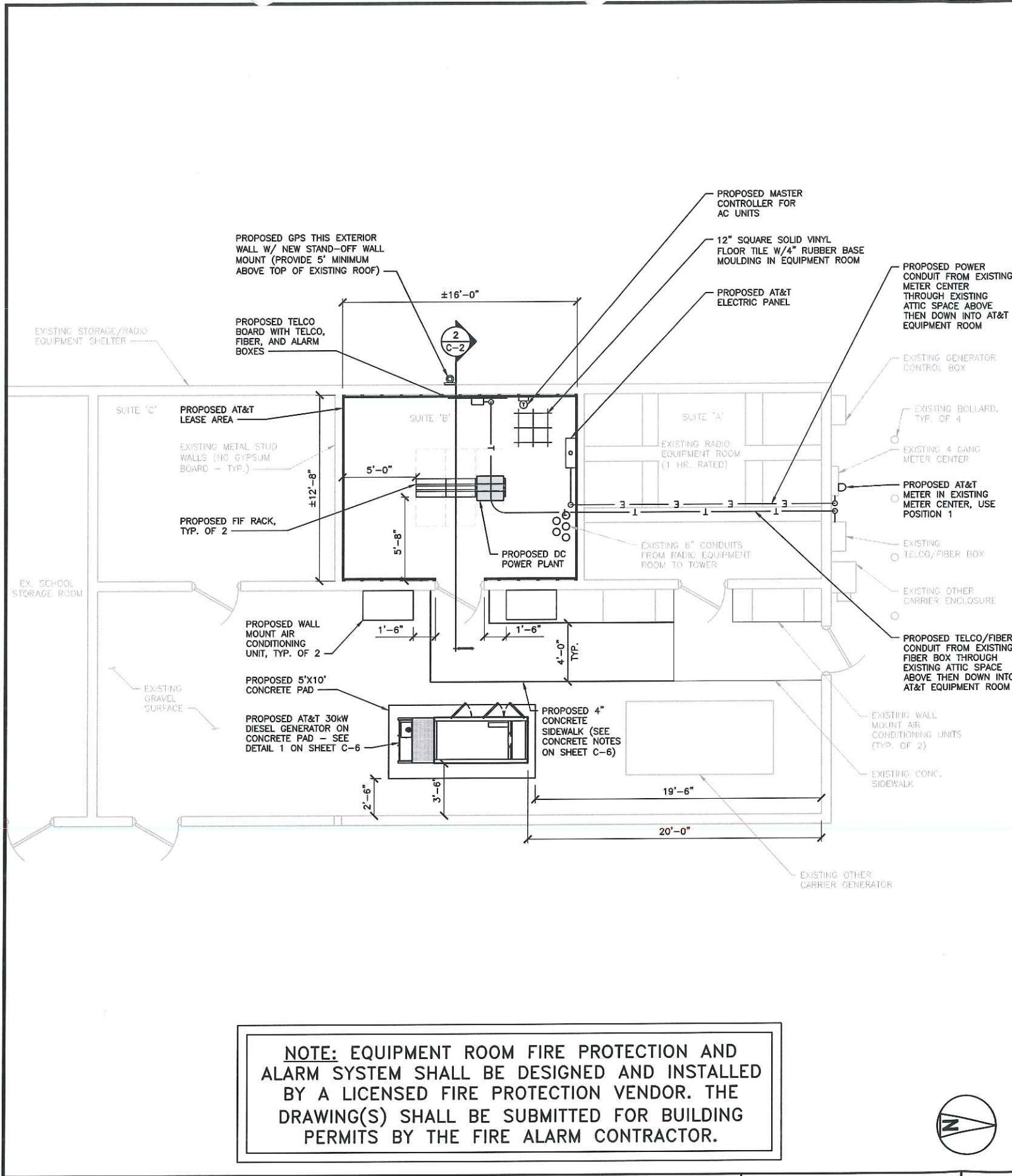
LANDLORD/PROPERTY OWNER SIGNATURE:

REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

PROJECT LOCATION:  
NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256

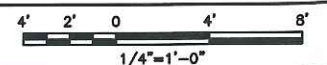
SHEET TITLE:  
OVERALL SITE PLAN

SHEET NUMBER:  
C-1

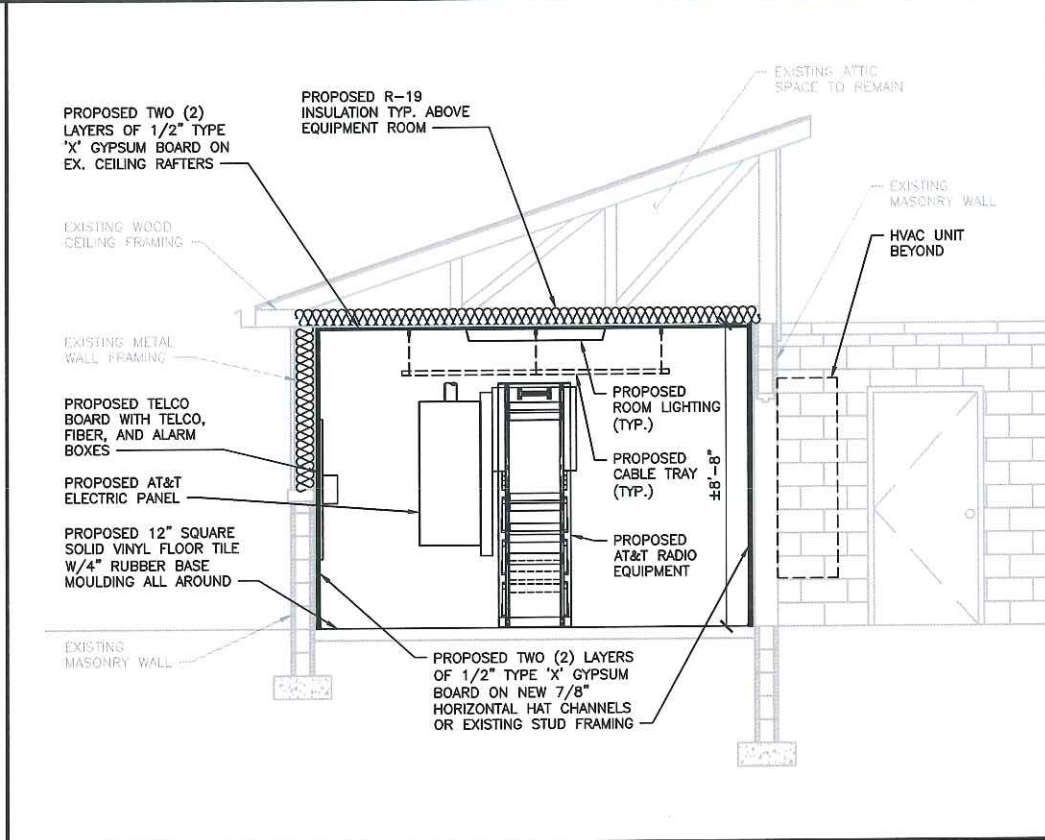


**NOTE: EQUIPMENT ROOM FIRE PROTECTION AND ALARM SYSTEM SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE PROTECTION VENDOR. THE DRAWING(S) SHALL BE SUBMITTED FOR BUILDING PERMITS BY THE FIRE ALARM CONTRACTOR.**

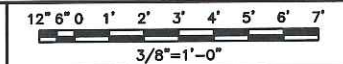
**EQUIPMENT ROOM FLOOR PLAN**



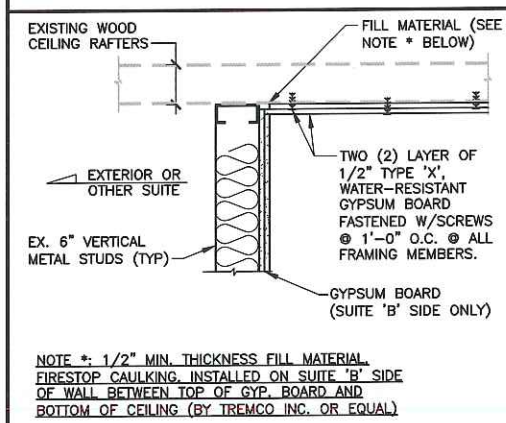
**1**



**EQUIPMENT ROOM SECTION**



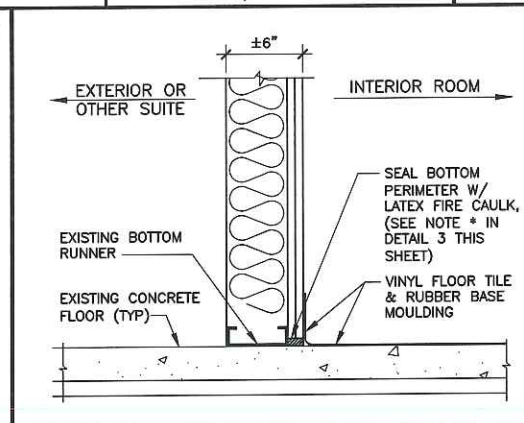
**2**



**TYP. TOP WALL DETAIL**

**NO SCALE**

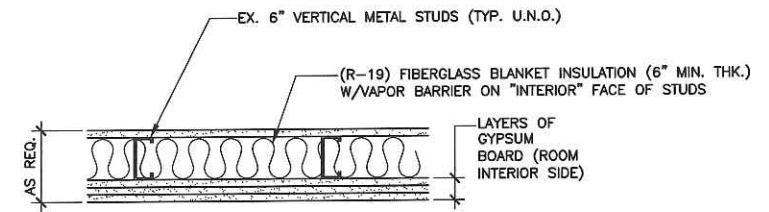
**3**



**TYP. BOTTOM WALL DETAIL**

**NO SCALE**

**4**



**1/2" TYPE 'X' WATER RESISTANT GYPSUM BOARD ON SUITE 'B' SIDE OF 6" METAL STUDS, FASTEN W/ SCREWS @ 1'-0" O.C. TO ALL EXISTING FRAMING MEMBERS, PROVIDE VAPOR BARRIER ON INTERIOR SIDE OF METAL STUDS, EXTEND GYPSUM BOARD TIGHT TO CEILING DECK (SEAL W/LATEX FIRE CAULK - 1 HR. MIN.).**

**GYPSUM BOARD WALL DETAIL**

**NO SCALE**

**5**



**8372 EAST BROAD STREET  
FLOOR 2 - SOUTH (83)  
REYNOLDSBURG, OHIO 43068**



**5000 Vallestone Drive, Suite 200  
Cary, NC 27519**

**PREPARED BY:**



**520 South Main Street, Suite 2531  
Arlon, OH 44311  
330.572.2100 Fax 330.572.2101  
Copyright: Glaus, Pyle, Schomer, Burns & DeHaven, Inc. 2020**

**SEAL:**

**IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.**

**PROJECT NO: 2020704.57**

**DRAWN BY: MRB**

**CHECKED BY: BML**

**LANDLORD/PROPERTY OWNER SIGNATURE:**

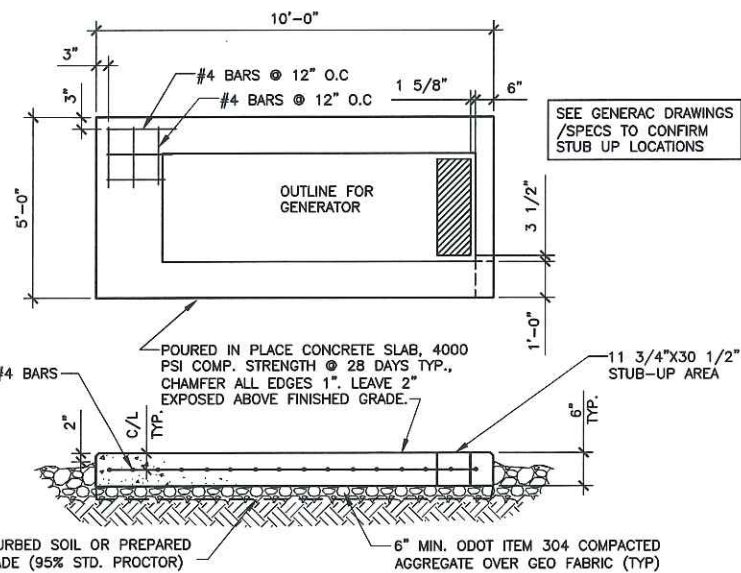
REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

**PROJECT LOCATION:  
NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256**

**SHEET TITLE:  
EQUIPMENT ROOM FLOOR  
PLAN, SECTIONS & DETAILS**

**SHEET NUMBER:  
C-2**

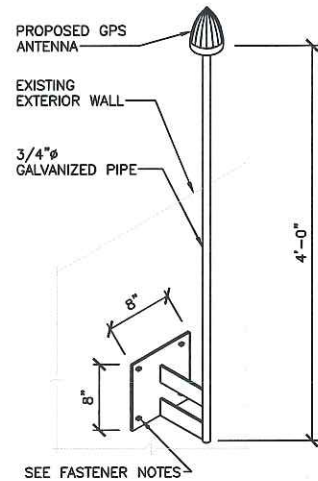




GENERATOR FOUNDATION DETAIL

NO SCALE

1



GPS ANTENNA DETAIL

NO SCALE

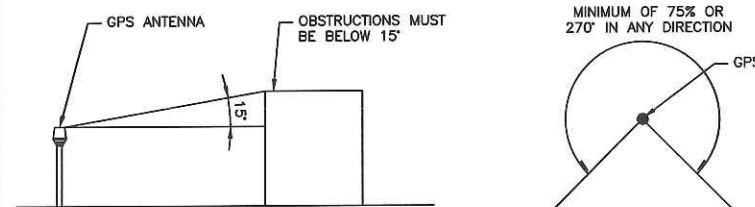
2

123e WIRELESS BCCH PART #123-701  
ANDREW VC-GPSWM PIPE MOUNT

- FASTENER NOTES:
- 1/4" x 3" LAG SCREW @ WOOD SUPPORTS
  - #12x3" SCREWS @ SHEET METAL SUPPORTS
  - 3/8" HILTI S.S. KWIK BOLT KBIII W/2 1/2" MIN EMBEDMENT @ CONCRETE OR SOLID GROUTED CMU WALL
  - 5/8" THREADED ROD W/ HIT-HILTI HY70 EPOXY W/6" MIN EMBEDMENT @ HOLLOW CMU WALL

NOTES

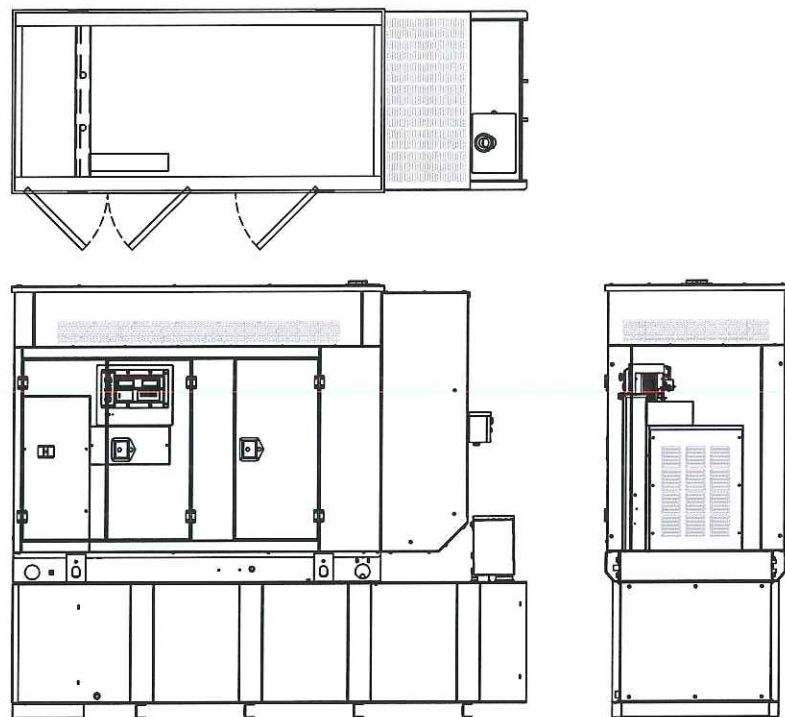
1. IT IS CRITICAL THAT THE GPS ANTENNA IS MOUNTED SUCH THAT IT IS WITHIN 2 DEGREES OF VERTICAL AND THE BASE OF THE ANTENNA IS WITHIN 2 DEGREES OF LEVEL.
2. DO NOT SWEEP TEST GPS ANTENNA.
3. PLACE PROPOSED GPS ANTENNA A MIN. OF 10' (3 METER) HORIZONTALLY FROM ALL EXISTING TRANSMITTING ANTENNAS.
4. THE GPS ANTENNA MOUNT IS DESIGNED TO FASTEN TO A STANDARD 3/4" DIAMETER, SCHEDULE 40, GALVANIZED STEEL OR STAINLESS STEEL PIPE. THE PIPE MUST NOT BE THREADED AT THE ANTENNA MOUNT END. THE PIPE SHALL BE CUT TO THE REQUIRED LENGTH (MINIMUM OF 18") USING A HAND OR ROTARY PIPE CUTTER TO ASSURE A SMOOTH AND PERPENDICULAR CUT. A HACK SAW SHALL NOT BE USED. THE CUT PIPE END SHALL BE DEBURRED AND SMOOTH EDGES IN ORDER TO SEAL AGAINST THE NEOPRENE GASKET ATTACHED TO THE ANTENNA MOUNT.



GPS SPECIFICATIONS

NO SCALE

3



GENERAC SD030  
DIESEL GENERATOR

SCALE: N. T. S.

GENERATOR DETAIL

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

APPLICANT/OWNER:



8372 EAST BROAD STREET  
FLOOR 2 - SOUTH (83)  
REYNOLDSBURG, OHIO 43068



5000 Vallestone Drive, Suite 200  
Cary, NC 27519

PREPARED BY:



520 South Main Street, Suite 2531  
Akron, OH 44331  
330.572.2100 Fax 330.572.2101  
Copyright: Glos, Pyle, Schomer, Burns & DeHaven, Inc. 2020

SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PROJECT NO: 2020704.57

DRAWN BY: MRB

CHECKED BY: BML

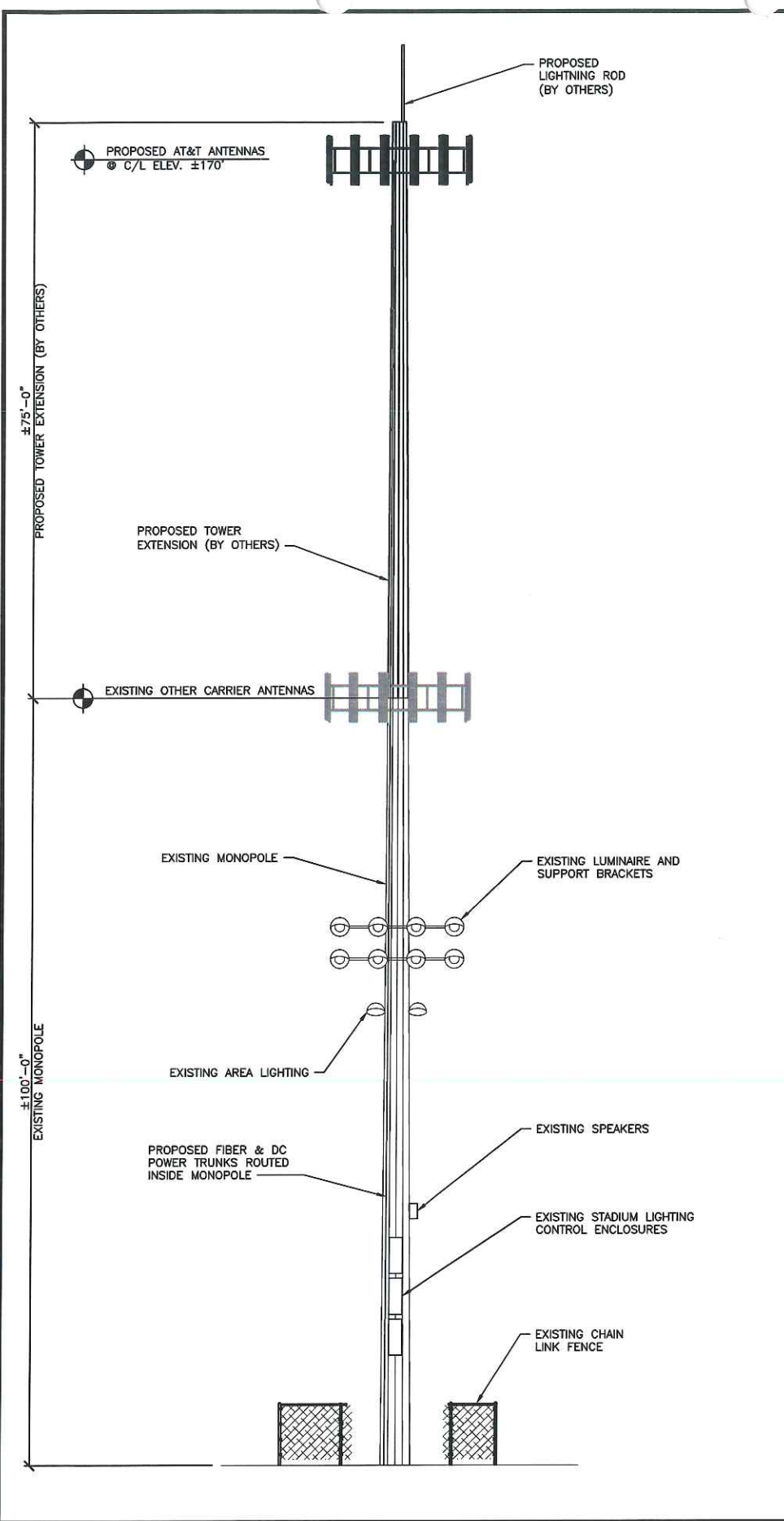
LANDLORD/PROPERTY OWNER SIGNATURE:

REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

PROJECT LOCATION:  
NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256

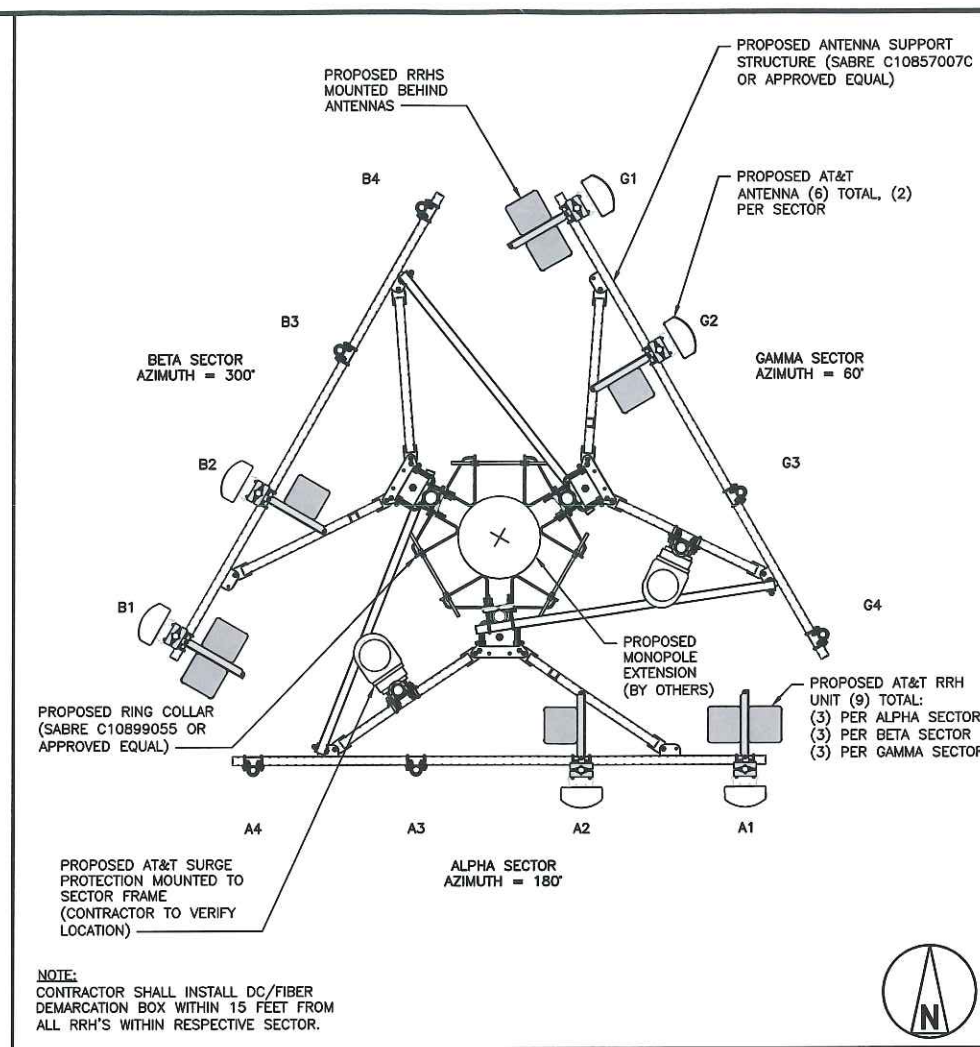
SHEET TITLE:  
EQUIPMENT SITE  
DETAILS

SHEET NUMBER:  
C-3



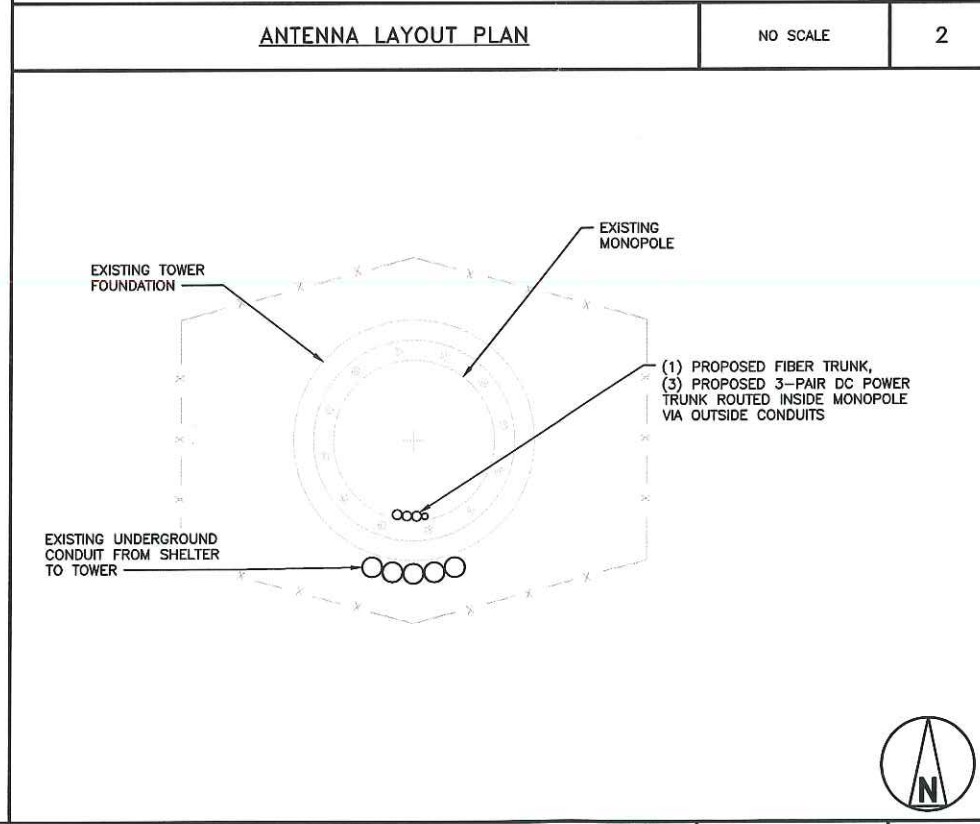
TOWER ELEVATION

NO SCALE 1



ANTENNA LAYOUT PLAN

NO SCALE 2



CABLE/FIBER ROUTING PLAN

NO SCALE 3

1. RFDS TO BE VERIFIED WITH AT&T FOR FINAL VERSION PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ENSURE ANY RFDS ALTERATIONS ARE COVERED WITHIN THE STRUCTURAL ANALYSIS AND TOWER AND FOUNDATION DESIGN.
3. CONTRACTOR TO NOTIFY GPD GROUP IF ANTENNAS MOUNT TIEBACKS TO BE INSTALLED PER CD OR PER MANUFACTURER RECOMMENDATIONS

GENERAL NOTES

4

1. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
2. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
3. CONTRACTOR TO CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027, REFER TO THE LATEST VERSION.
4. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
5. ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
6. CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
7. WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.
8. CONTRACTOR SHALL GROUND ALL EQUIPMENT. INCLUDING ANTENNAS, RET MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.
9. CONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS AND CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
10. CONTRACTOR TO VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SNAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SNAP IN HANGERS IF APPLICABLE.

ANTENNA CABLE NOTES

5

PROPOSED EQUIPMENT:

QTY	PART #	ITEM
6	COMMSCOPE RV4PX310R-V2	ANTENNAS
3	AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA	RRHs
3	AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB	RRHs
3	AIRSCALE RRH 4T4R B30 100W AHNA	RRHs
2	RAYCAP DC6-48-60-18-8F	DC/FIBER DEMARCATION BOX
1	SABRE PIPE MOUNT ASSEMBLY (C10899055)(OR APPROVED EQUAL)	RING COLLAR
3	SABRE EHD V-BOOM ASSEMBLY (C10857007C)(OR APPROVED EQUAL)	SECTOR FRAMES

PROPOSED TOWER EQUIPMENT

6

APPLICANT/OWNER:

8372 EAST BROAD STREET  
FLOOR 2 - SOUTH (83)  
REYNOLDSBURG, OHIO 43068

5000 Valleystone Drive, Suite 200  
Cary, NC 27519

PREPARED BY:

Glaus, Pyle, Schomer, Burns & DeHaven, Inc.  
520 South Main Street, Suite 2531  
Akron, OH 44311  
330.572.2100 Fax 330.572.2101  
Copyright © Glaus, Pyle, Schomer, Burns & DeHaven, Inc. 2020

SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PROJECT NO: 2020704.57  
DRAWN BY: MRB  
CHECKED BY: BML

LANDLORD/PROPERTY OWNER SIGNATURE:

REV	DATE	DESCRIPTION
A	10/09/2020	ISSUED FOR ZONING

PROJECT LOCATION:  
NOH6536 (14518095)  
470 NORTH JEFFERSON STREET  
MEDINA, OH 44256

SHEET TITLE:  
TOWER ELEVATION,  
ANTENNA & COAX PLANS

SHEET NUMBER:  
T-1