



***Parma Heights City Council  
Work Session Agenda***

**March 21, 2018  
6:30 P.M.**

- 1. 2018 Budget – City Council**
- 2. Discuss Lease Assignment Agreement with Landmark Infrastructure Operating Company – City Council**
- 3. Adjournment.**

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE PURCHASE ASSIGNMENT AGREEMENT WITH LANDMARK INFRASTRUCTURE OPERATING COMPANY, LLC AND DECLARING AN EMERGENCY**

**WHEREAS**, the City owns certain real property located at 6182 Greenbriar Commons, in the County of Cuyahoga, State of Ohio; and

**WHEREAS**, the Greenbriar Monopole (Cell Tower) is located on a portion of the aforementioned real property; and

**WHEREAS**, the City leases specific co-locations on the cell tower, to wit: to: i) Clearwire pursuant to the Clearwire Lease Agreement – Greenbriar Commons dated June 21, 2010 (the “Clearwire Lease”); ii) T-Mobile pursuant to the Voicestream Lease Agreement – Greenbriar Commons dated October 25, 2001 (the “T-Mobile Lease”); iii) Sprint pursuant to the Sprintcom, Inc. Lease Agreement – Greenbriar Commons dated May 14, 2002 (the “Sprint Lease”); iv) Verizon pursuant to the Option to Lease and Lease Agreement dated August 21, 1997 and; v) AT&T pursuant to the Option to Lease and Lease Agreement dated July 22, 1997 (the “AT&T 190’ Lease”) and pursuant to the New Cingular Wireless PCS, LLC Lease Agreement (Greenbriar Commons) dated October 11, 2011 (the “AT&T 120’ Lease”), known as the Telecom Leases; and

**WHEREAS**, the City issued a request for proposals for a wireless lease buyout; and

**WHEREAS**, the City received responses to the request for proposals and determined Landmark Infrastructure Operating Company, LLC to be the successful proposer; and

**WHEREAS**, the City desires to ~~sell, transfer and~~ assign to Landmark Infrastructure Operating Company, LLC, the City’s right, title and interest in and to the Telecom Leases, as set forth above, in the Lease Assignment Agreement for a period of thirty five (35) years commencing upon the closing date of the Lease Purchase Assignment Agreement (Exhibit A) and terminating on a date certain in 2053, to be set forth on the Agreement prior to execution; and

**WHEREAS**, the City shall retain ownership of the Greenbriar Monopole during the term of this Agreement.

**NOW THEREFORE, BE IT ORDAINED BY** Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Mayor is authorized to enter into a Lease Purchase Assignment Agreement with Landmark Infrastructure Operating Company, LLC substantially in the form attached hereto as Exhibit A and as approved by the Director of Law.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this

Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that the funds derived from the assignment of the these leases are required to provide funding necessary for the operation of the city; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

## LEASE ASSIGNMENT AGREEMENT

THIS LEASE ASSIGNMENT AGREEMENT (this "Agreement") dated March \_\_, 2018 (the "Effective Date") is by and between CITY OF PARMA HEIGHTS AKA THE VILLAGE OF PARMA HEIGHTS AKA THE MUNICIPALITY OF PARMA HEIGHTS, an Ohio municipal corporation ("Landlord") and LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, a Delaware limited liability company ("Landmark");

**1. ASSIGNMENT OF TELECOM LEASE.** Landlord owns certain real property located at 6182 Greenbriar Commons, in the County of Cuyahoga, State of Ohio, as more fully described in the legal description attached hereto and made a part hereof as Exhibit A (the "Property"). Located within the Property is a specific area of land, as further described in Exhibit B attached hereto and made a part hereof (the "Cell Tower Land Area"), upon which the Landlord has erected a cell tower (the "Cell Tower"). Pursuant to the Telecom Lease (as hereinafter defined), Landlord leases specific locations upon the Cell Tower and within the Cell Tower Land Area ("Leased Premises") to: i) Clearwire ("Clearwire") pursuant to that certain Clearwire Lease Agreement – Greenbrier Commons dated June 21, 2010 (the "Clearwire Lease"); ii) T-Mobile ("T-Mobile") pursuant to that certain Voicestream Lease Agreement – Greenbrier Commons dated October 25, 2001 (the "T-Mobile Lease"); iii) Sprint ("Sprint") pursuant to that certain Sprintcom, Inc. Lease Agreement – Greenbrier Commons dated May 14, 2002 (the "Sprint Lease"); iv) Verizon ("Verizon") pursuant to that certain Option to Lease and Lease Agreement dated August 21, 1997 (the "Verizon Lease") and; v) AT&T ("AT&T") pursuant to that certain Option to Lease and Lease Agreement dated July 22, 1997 (the "AT&T 190' Lease") and pursuant to that certain New Cingular Wireless PCS, LLC Lease Agreement (Greenbrier Commons) dated October 11, 2011 (the "AT&T 120' Lease") (Clearwire, T-Mobile, Sprint, Verizon and AT&T are hereinafter collectively referred to as "Tenant"). The Clearwire Lease, T-Mobile Lease, Sprint Lease, Verizon Lease, AT&T 190' Lease and AT&T 120' Lease, copies of which are attached hereto as Exhibit C, are hereinafter collectively referred to as the "Telecom Lease".

Commencing upon the Effective Date and terminating on \_\_\_\_\_, 2053 (the "Termination Date") Landlord hereby assigns to Landmark and Landmark hereby accepts assignment of all of Landlord's right, title and interest in and to the base rent and escalations thereto upon or regarding the Telecom Lease, provided however, Landlord shall retain and continue to faithfully perform and discharge any and all of Landlord's obligations under the Telecom Lease, including but not limited to maintenance of the Leased Premises as required under the Telecom Lease. For the purpose of clarification, Landlord shall retain ownership of the Cell Tower and Landlord shall continue to be listed as an additional insured as required under the Telecom Lease.

**2. ASSIGNMENT PRICE.** On or about the Effective Date, Landmark shall pay to Landlord, an assignment price in an amount equal to \$1,917,526.00 ("Assignment Price") in accordance with the terms set forth in this Section 2. Commencing on the day of closing of this transaction ("Closing Date"), Landmark shall pay to Landlord an initial lump-sum payment in an amount equal to \$600,065.00 ("Initial Payment"), thereafter, the remaining balance of the Assignment Price shall be paid in installments ("Installment Payments") according to the payment schedule as set forth in Schedule 1 attached hereto and made a part hereof (the "Payment Schedule"). The Installment Payments shall be evidenced by a promissory note (the "Promissory Note"), which shall provide for: i) the acceleration of the outstanding balance of the Promissory Note upon any breach of its terms by Landmark or the transfer by Landmark of any of its interest in the Telecom Lease or this Agreement, ii) interest at the rate of twelve percent (12%) on any late payments as well on the outstanding principal balance upon any acceleration, and iii) reasonable attorney fees incurred in the enforcement of the Promissory Note. The Promissory Note is attached hereto and made a part hereof as Exhibit D.

Landmark may, at its option, at any time during the Term of this Agreement elect to prepay the outstanding balance of the Assignment Price and Promissory Note in full, without discount, provided that Landmark delivers written notice thereof to Landlord not less than thirty (30) calendar days prior thereto, specifying the desired prepayment date. In the event of a breach by Landmark of its obligations set forth in this Section 2, Landlord shall provide Landmark with written notice of default. Thereafter, Landmark shall have fifteen (15) days from the date of the notice of default to cure such default. If Landmark fails to cure such default within the 10-day cure period, Landlord may, at its sole discretion, declare the entire balance of the Assignment Price and the Promissory Note then due and owing to be immediately due and payable.

In the event that Tenant pays to Landlord any fees other than base rent and any escalations thereto, for the purpose of utility service, maintenance, access, real estate taxes, or other purposes, such fees shall continue to be paid by Tenant to Landlord, although Landmark may collect and distribute same. Subject to the following paragraph of this Section 2, Landlord shall retain the full right to pursue Telecom Lease (and any Replacement Lease) tenants for any breach of their respective Telecom Lease (or any Replacement Lease) and Landmark shall reasonably cooperate with Landlord in Landlord's pursuit of its remedies. Landmark acknowledges that Landlord retains all rights and remedies under the Telecom Lease (and any Replacement Lease)

other than the collection and receipt of base rent and escalations of base rent which have been assigned to Landmark pursuant to the terms hereof.

Landlord shall be entitled to enforce those rights and remedies of lessor under the Telecom Lease with respect to all of the Telecom Lease tenant's obligations, including but not limited to: (i) obtaining and maintaining all permits and approvals as provided in the Telecom Lease; (ii) paying all real estate taxes and utilities charges as provided in the Telecom Leases; (iii) maintaining insurance as provided in the Telecom Lease; and (iv) indemnifying Landlord and others as provided in the Telecom Lease. If Landlord desires to enforce any rights or remedies of lessor under the Telecom Lease with respect to the foregoing or other obligations, then Landlord shall deliver to Landmark a written notice of a default by Telecom Tenant (a "**Tenant Default Notice**") which Landlord believes to exist under the Telecom Lease, identifying which of the foregoing obligations under the Telecom Lease are in default by Telecom Tenant, and describing in reasonable detail the manner and time in which the default by Telecom Tenant occurred or arose. Landmark may elect, in its sole and absolute discretion, but shall not be required, by delivery of written notice to Landlord within thirty (30) calendar days after receipt of the Tenant Default Notice, to enforce the rights and remedies of lessor under the Telecom Lease against Telecom Tenant with respect to such default. If Landmark delivers such notice, then, subject to the following two (2) sentences, Landmark shall have the exclusive right to enforce the rights and remedies of lessor under the Telecom Lease with respect to such default, and shall diligently pursue the enforcement thereof to the extent commercially reasonable. If Landmark does not deliver such notice, then Landlord may enforce the rights and remedies of lessor under the Telecom Lease against Telecom Tenant with respect to such default. Further, as to the clauses (i) through (iv) above, Landlord shall retain the exclusive right to enforce the rights and remedies of lessor under the Telecom Lease with respect to such default, unless Landmark during such 30-day notice period cures such noticed default and Landmark shall then have the right to enforce Landlord's rights and remedies as to such cured default. Notwithstanding anything herein to the contrary, Grantor shall not seek to terminate the Telecom Lease, collect any rent payments due thereunder (excluding any rent that may be payable under the Telecom Lease that arises from the Telecom Tenant's need for additional lease area) or evict or dispossess Telecom Tenant from the Leased Premises.

**3. TERM.** The term of this Agreement shall commence upon the Effective Date and continuing for a term of 35 years (the "**Term**"). Subject to Landlord's rights upon the occurrence of Landmark's default pursuant to Section 2 hereof, during the Term, Landlord may not terminate this Agreement. Notwithstanding the foregoing, the term of the assignment of the Clearwire Lease shall commence upon the Effective Date and shall terminate on June 30, 2025.

**4. REPLACEMENT LEASE.** Provided that Landmark is not in breach of any of its obligations hereunder or under the Promissory Note and Landlord has no obligation, whatsoever, whether accrued, actual, contingent or potential, to return or otherwise pay out any of the Assignment Price as a preference under any applicable law or upon any other basis, as reasonably determined by Landlord (collectively, the "Preference Treatment Risk"), commencing upon the expiration or termination of a Telecom Lease (including without limitation, a termination resulting from a default or breach by Tenant or rejection of the Telecom Lease in bankruptcy) and ending upon the Termination Date, Landlord shall, and hereby does irrevocably lease the Leased Premises under the specifically affected Telecom Lease to Landmark (the "**Replacement Lease**") on terms consistent with those set forth in the specifically affected Telecom Lease, and specifically providing that such tenant shall have the obligation to pay its share of any real estate taxes and assessments, both general and special, attributable to its use or its rental payments under such Replacement Lease, maintain insurance coverage with Landlord being named as an additional insured, and such other protective terms of Landlord within the Telecom Lease provided however, that Landlord shall not be entitled to receive rent or any other additional consideration, it being agreed that the Assignment Price (provided it is fully received by Landlord and that no Preference Treatment Risk exists) constitutes good, valuable and sufficient consideration for the Replacement Lease. Thereafter, Landmark may sublease or license, all or a portion of the Leased Premises of the specifically affected Telecom Lease to a replacement tenant on terms consistent with the specifically affected Telecom Lease which in all events shall include an indemnification of Landlord for damages or any liability to the Property, the Cell Tower or otherwise, and Landmark shall require the replacement tenant to name Landlord as an additional insured in accordance with the insurance terms of the specifically affected Telecom Lease. With respect to any Replacement Lease, Landmark and its replacement tenant shall both comply with applicable laws and ordinances at their sole expense. Landmark shall provide notice and copies of the replacement sublease to Landlord prior to commencement of same. In the event of a Replacement Lease, said Replacement Lease shall thereafter also be included within the term Telecom Lease.

**5. CUYAHOGA COUNTY REAL PROPERTY TAXES.** The parties acknowledge that a certain portion of the Property designated as Parcel ID 471-17-025 is subject to that certain Cuyahoga County Real Property Tax Payment Agreement (Contract Number 208392) (the "**Tax Payment Agreement**") relative to unpaid real property taxes. The parties acknowledge and agree that it shall be a condition of Closing that any and all outstanding sums due and payable under the Tax Payment Agreement shall be paid by Landlord from Closing by a cashier's check with Landlord listed as remitter pursuant to escrow instructions agreed to by the parties at Closing, and such sum shall be paid from Landlord's closing proceeds.

**6. LANDLORD ESTOPPEL.** The Landlord certifies: (a) the Telecom Lease is presently in full force and effect, and Landmark has been provided with a full and complete copies thereof; (b) any improvements to be made by the Tenant have been completed to the satisfaction of the undersigned; (c) the Tenants' obligations to pay rent have commenced in full and the Tenants are currently paying the schedule rent set forth in the respective Telecom Lease; (d) except as set forth in the respective Telecom Lease, no rents have been paid more than thirty (30) days in advance of their due dates; and (f) a Tenant is not in material default under the respective Telecom Lease, as of the Effective Date and have no written claim of setoff under the respective Telecom Lease against rents or other charges due or to become due thereunder. The certifications of Landlord contained in this Section 6 are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material, and shall survive the execution, commencement and delivery of this Agreement, the Memorandum of Lease Assignment Agreement (the form of which is attached hereto as Exhibit E), and recordation thereof for a period of one (1) year from the Closing Date and on such date shall expire except as to any specific certification upon which Landmark has either (i) instituted a lawsuit against Landlord upon or (ii) Landlord has agreed in writing to a tolling agreement as to the one (1) year survival period with respect to the specific certification.

**7. REPRESENTATIONS OF LANDLORD.** Landlord represents and warrants to Landmark, as of the date hereof, that: (a) the execution, delivery and performance by Landlord of this Agreement does not and will not violate any agreement to which Landlord is a party including mortgages and deeds of trust, or to Landlord's actual knowledge, violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject; (b) Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Telecom Lease to any other person; (c) to Landlord's actual knowledge, Landlord has not materially breached or materially defaulted on any Landlord's obligations under the Telecom Lease, and a Tenant has not materially breached or materially defaulted any of its respective obligations under its Telecom Lease; (d) At no time within the prior three (3) years hereof has Landlord delivered or received written notice of a breach or default by either Landlord or a Tenant; (e) Neither a Tenant, nor its agents or contractors has notified Landlord in writing of any intention or desire to terminate the respective Telecom Lease or surrender or abandon the Telecom Lease; (f) Landlord will forward any rent payments received from a Tenant (excluding the rental amounts withheld from the disbursement and reflected on the Settlement Statement at Closing), to Landmark within five (5) business days of receipt thereof. All representations and covenants by Landlord contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material, and shall survive the execution, commencement and delivery of this Agreement, the Memorandum of Lease Assignment Agreement (the form of which is attached hereto as Exhibit E), and recordation thereof for a period of one (1) year from the Closing Date and on such date shall expire except as to any specific representation and warranty upon which Landmark has either (i) instituted a lawsuit against Landlord upon or (ii) Landlord has agreed in writing to a tolling agreement as to the one (1) year survival period with respect to the specific representation and warranty.

**8. REPRESENTATIONS OF LANDMARK.** Landmark represents and warrants to Landlord, as of the date hereof, that: (a) This Agreement and all other documents executed by Landmark constitute the legal, valid and binding obligation of Landmark, enforceable against Landmark in accordance with their terms; (b) Landmark is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Landmark of this Agreement does not and will not violate or conflict with any provision of Landmark's organizational documents or of any agreement to which Landmark is a party or conflict with any law, rule, regulation, judgment, order or decree to which Landmark is subject.

**9. INDEMNIFICATION.** Landmark shall indemnify and hold Landlord harmless against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by Landmark, Tenants, Replacement Lease tenants, or any of their respective employees, agents, or contractors.

**10. FURTHER ASSIGNMENT.** Upon the Effective Date, Landmark may pledge, assign, grant a security interest, or otherwise encumber (collectively, "**Assignment**") its interest in and to this Agreement and the Telecom Lease, provided however, any such Assignment shall: (i) be no greater than Landmark's interest in the Telecom Lease; (ii) in no event encumber the Landlord's ownership interest in the Property or the Cell Tower. This Agreement and the Telecom Lease may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Landmark may be required to provide collateral or demonstrate credit-worthiness. In the event of an assignment or other transfer, direct or indirect, of the monetary benefits of this Agreement by Landmark to a third party, the Promissory Note must be simultaneously fully paid off and satisfied. The foregoing sentence shall not apply in the event of: i) a collateral assignment; or ii) an assignment to an entity under the control or common ownership with Landmark. For the avoidance of doubt, "control" means the ownership of more than fifty (50.0%) of the voting interests of such entity or the power to direct, manage, oversee

and/or restrict the affairs, business or assets of an entity, and "entity" means any individual, corporation, limited liability company, partnership, association, trust or other organization.

**11. DEFAULT.** It shall be an "**Event of Default**" if either Landlord or Landmark fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law, except as to non-payment under the Promissory Note the shorter cure period provided therein shall govern.

**12. NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Landlord:** E 6281 Pearl Road, Parma Heights, OH 44130 and to **Landmark:** c/o Landmark Dividend LLC, P.O. Box 3429, 2141 Rosecrans Ave, Ste. 2100, El Segundo, CA 90245.

### **13. MISCELLANEOUS.**

- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The forum for any litigation shall be Cuyahoga County, Ohio, Court of Common Pleas or Federal Court for the Northern District of Ohio. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- b. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by any of Landmark's lender. No act or failure to act shall be deemed to constitute an amendment, modification or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Leased Premises are located.
- d. **Recording and Memorandum.** Landlord and Landmark shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Form of Memorandum of Lease Assignment Agreement attached as Exhibit E. Landmark's interest in this Agreement and the Telecom Lease is intended to be, and shall be, an interest in real property. Upon Landlord's request, Landmark agrees to execute and record a termination of any such Memorandum of Lease Assignment after the expiration or termination of this Agreement.
- e. **Further Assurances.** Landlord and Landmark hereby agree that Landmark shall, at any time and from time to time, in its reasonable discretion, require the Landlord to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in this Agreement. The covenant contained in this clause shall survive the execution, delivery and recordation of the Memorandum of Lease Assignment Agreement contemplated hereby.
- f. **Specific Performance.** The parties understand and agree that the assignment of the Telecom Lease is unique and for that reason, among others, Landmark will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Landlord, Landmark shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.
- g. **Non-Recourse.** Except for fraud or intentional misrepresentation by Landlord or liability under Section 6 or Section 7 (collectively, the "**Non-Recourse Exceptions**"), this Agreement is fully non-recourse to Landlord and Landmark, its successors or assigns, hereby irrevocably agree that any liability of Landlord, its successors or assigns, shall be limited to Landlord's interest in the Property to satisfy the obligations of Landlord under this Agreement and Landlord shall be immune from monetary claim or judgment, except those arising under the Non-Recourse Exceptions.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD:

**CITY OF PARMA HEIGHTS AKA THE VILLAGE OF PARMA HEIGHTS AKA THE MUNICIPALITY OF PARMA HEIGHTS,**  
an Ohio municipal corporation

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

Name: Michael P. Byrne

Its: Mayor

Date: March \_\_, 2018

LANDMARK:

**LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

Date: March \_\_, 2018

SCHEDULE I

PAYMENT SCHEDULE

While the total assignment price is \$1,917,526.00, the amount of \$600,065.00 is to be paid at closing (the "Initial Payment"). The remaining balance of the Assignment Price shall be paid in installments ("Installment Payments") according to the following payment schedule ("Payment Schedule"):

<u>Installment Payment Due Dates</u>	<u>Installment Payment Amounts</u>
July 1, 2018	\$571,785.00
September 1, 2018	\$28,280.00
October 1, 2018	\$571,956.00
March 1, 2019	\$28,280.00
September 1, 2019	\$28,280.00
March 1, 2020	\$28,280.00
September 1, 2020	\$28,280.00
March 1, 2021	\$32,320.00
<b>Total of Installment Payments</b>	<b><u>\$1,317,461.00</u></b>

EXHIBIT A

SITUATED IN THE CITY OF PARMA HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO:

PARCEL ONE:

SITUATED IN THE VILLAGE OF PARMA HEIGHTS, COUNTY OF CUYAHOGA COUNTY OF CUYAHOGA AND STATE OF OHIO; AND KNOWN AS BEING A PART OF ORIGINAL LOT NO. 3, ELY TRACT AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF PEARL ROAD AT THE SOUTHWESTERLY CORNER OF LAND CONVEYED BY ELIZABETH KENNINGER TO HENRY KENNINGER BY DEED DATED APRIL 2, 1943 AND RECORDED IN VOLUME 5495, PAGE 658 OF CUYAHOGA COUNTY DEED RECORDS;

THENCE NORTH 44° 08' 55" WEST 422.13 FEET IN SAID KENNINGER'S SOUTHWESTERLY LINE TO A STONE MONUMENT FOUND AT A WESTERLY CORNER OF SAID KENNINGER'S LAND;

THENCE NORTH 3' 50' 21" EAST 228.13 FEET IN SAID KENNINGER'S WESTERLY LINE TO THE MOST NORTHERLY CORNER THEREOF AND SOUTHWESTERLY CORNER OF THE PARMA HEIGHTS DEVELOPMENT COMPANY'S EUREKA PARK PROPOSED SUBDIVISION NO. 4 OF A PART OF ORIGINAL LOT NO. 8 IN TUCKERMAN TRACT AND ORIGINAL LOT NO. 3, ELY TRACT, PARMA TOWNSHIP;

THENCE CONTINUING NORTH 3' 50' 21" EAST 72.76 FEET IN A WESTERLY LINE OF SAID EUREKA PARK PROPOSED SUBDIVISION NO. 4 TO AN IRON PIN AT AN ANGLE POINT THEREIN;

THENCE NORTH 87° 33' 35" WEST 470.88 FEET IN A SOUTHERLY LINE OF SAID EUREKA PARK PROPOSED SUBDIVISION NO. 4 TO AN IRON PIN SET THEREIN;

THENCE SOUTH 1114° 08' 55" EAST 966.22 FEET PARALLEL WITH A PRODUCTION OF SAID SOUTHWESTERLY LINE OF KENNINGER'S LAND TO A POINT IN SAID CENTER LINE OF PEARL ROAD;

THENCE NORTH 45° 27' 30" EAST 100.00 FEET IN SAID CENTER LINE OF PEARL ROAD TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF PARMA HEIGHTS, GRANTEE, FROM THE LAND TITLE GUARANTEE AND TRUST COMPANY, TRUSTEE, GRANTOR, BY DEED RECORDED 12/26/1952, IN BOOK 7667, PAGE 158, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL TWO:

BEGINNING ON THE SOUTHWESTERLY LINE OF LANDS CONVEYED TO FRANK M. AND VERA M. SLUSER BY DEED RECORDED IN VOLUME 6002, PAGE 330 OF CUYAHOGA COUNTY RECORDS, AT A POINT DISTANT NORTHWESTERLY, 229.84 FEET MEASURED ALONG SAID SOUTHWESTERLY LINE, FROM THE CENTER LINE OF PEARL ROAD, AS ORIGINALLY ESTABLISHED, 66 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 192.32 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 228.13 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 345.73 FEET TO A POINT DISTANT NORTHWESTERLY, 229.84 FEET MEASURED ALONG SAID NORTHEASTERLY LINE, FROM THE CENTER LINE OF PEARL ROAD, AS AFORESAID; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF PEARL ROAD, A DISTANCE OF 167.81 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF PARMA HEIGHTS, GRANTEE, FROM FRANK M. SLUSER AND VERA M. SLUSER, HUSBAND AND WIFE, GRANTOR, BY DEED RECORDED 08/19/1955, IN BOOK 8426, PAGE 666, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL THREE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YORK ROAD WITH THE CENTER 4INE OF PEARL ROAD; THENCE' NORTH 45 DEGREES 27 MINUTES 30 SECONDS EAST 177.58 FEET ALONG THE SAID CENTER LINE OF PEARL ROAD TO THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER BY DEED RECORDED IN VOLUME 8487, PAGE 186 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 47 DEGREES 23 MINUTES 58 SECONDS WEST 1074.10 FEET ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND JINN M. FLICKINGER TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 697.38, THENCE SOUTH 4 DEGREES 25 MINUTES 00 SECONDS WEST 261 FEET ALONG THE EASTERLY LINE OF SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 69738 TO AN INNER CORNER THEREOF; THENCE SOUTH 50 DEGREES 53 MINUTES 52 SECONDS EAST 906.96 FEET ALONG THE NORTHEASTERLY LINE OF SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 69738 AND ALONG THE SOUTHWESTERLY LINE OF THE SECOND PARCEL OF LAND CONVEYED TO LOU MELISKA AND VIRGINIA MELISKA BY DEED RECORDED IN VOLUME 7874, PAGE 71 OF CUYAHOGA COUNTY RECORDS TO AN ANGLE THEREIN; THENCE SOUTH 3 DEGREES 59 MINUTES 21 SECONDS WEST 33.66 FEET ALONG THE WESTERLY LINE OF SAID SECOND PARCEL OF LAND CONVEYED TO LOU MELISKA AND VIRGINIA MELISKA TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE MUNICIPALITY OF PARMA HEIGHTS, GRANTEE, FROM LOUIS MELISKA AKA LOU MELISKA AND VIRGINIA M. MELISKA AKA VIRGINIA MELISKA, GRANTOR, BY DEED RECORDED 10/31/1957, IN BOOK 9025, PAGE 312, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL FOUR:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE -LOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN V. FLICKINGER BY DEED RECORDED IN VOLUME 61497, PAGE 186, OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO A POINT, DISTANT 366 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID CENTER LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738; THENCE NORTHERLY 87 FEET ALONG THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738 TO THE MOST NORTHERLY CORNER OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO THE PRINCIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PARMA HEIGHTS, GRANTEE, FROM RONALD K. FLICKINGER AND ANN M. FLICKINGER, HUSBAND AND WIFE, GRANTOR, BY DEED RECORDED 01/03/1958, IN BOOK 9044, PAGE 532, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL FIVE:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE MOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK BY DEED RECORDED IN VOLUME 6070, PAGE #74, OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO A POINT DISTANT 336 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738; THENCE NORTHERLY 26.67 FEET ALONG THE EASTERLY LINE OF

SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738 TO A POINT IN THE NOETHERLY LINE OF SAID ORIGINAL LOT NUMBER 3; THENCE EASTERLY 64.72 FEET ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NUMBER 3 TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY CORNER OF LAND SO CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO THE PRINTIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CITY OF PARMA HEIGHTS, BY APPLICATION TO ASSESS COMPENSATION, RECORDED IN BOOK 9728, PAGE 19, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL SIX:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE MOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE BY DEED RECORDED IN VOLUME 8618, PAGE 416 OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE TO A POINT TO A POINT DISTANT 366 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID CENTER LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE NIELKE TO A POINT IN THE NORTHERLY LINE OF SAID ORIGINAL LOT NUMBER 3; THENCE EASTERLY 93.28 FEET ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 3 TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE TO THE PRINCIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY COVNEYED TO CITY OF PARMA HEIGHTS, BY JOURNAL ENTRY, RECORDED IN BOOK 9717, PAGE 122, OF THE CUYAHOGA COUNTY RECORDS.

EXHIBIT B

LEASED PREMISES

BOUNDARY DESCRIPTION FOR A LEASE AREA LOCATED IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 13 WEST, IN CUYAHOGA COUNTY, OHIO. SAID LEASE AREA BEING PART OF THE ORIGINAL LOT NO. 3, ELY TRACT, ALSO KNOWN AS BEING A PART OF TWO PARCELS, PARCEL THREE CONVEYED TO THE MUNICIPALITY OF PARMA HEIGHTS IN BOOK 9025, PAGE 312, AND PART OF PARCEL FOUR CONVEYED TO THE CITY OF PARMA HEIGHTS IN BOOK 9025, PAGE 312, BOTH OF THE DEED RECORDS OF CUYAHOGA COUNTY OHIO (D.R.C.C.O.). SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" IRON ROD IN THE NORTH LINE OF SAID ORIGINAL LOT NO. 3, ELY TRACT; THENCE S 15° 04' 08" W, A DISTANCE OF 212.84 FEET, OVER AND ACROSS SAID ORIGINAL LOT NO. 3, ELY TRACT AND SAID PARCEL FOUR TO A CALCULATED POINT, BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID PARCEL THREE AND SAID PARCEL FOUR FOLLOWING SIX (6) COURSES:

1. N 72° 16' 54" E, A DISTANCE OF 11.67 FEET;
2. S.18° 01' 28" E, A DISTANCE OF 68.75 FEET;
3. S 71° 58' 32" W, A DISTANCE OF 27.88 FEET;
4. N 88° 19' 51" W, A DISTANCE OF 41.99 FEET;
5. N 18° 01' 28" W, A DISTANCE OF 54.96 FEET;
6. N 72° 16' 54" E, A DISTANCE OF 55.74 FEET TO THE POINT OF BEGINNING;

SAID LEASE AREA CONTAINING 0.10 ACRES OF LAND, OR 4,367.14 SQUARE FEET, MORE OR LESS;  
SURVEY DATE: DECEMBER 5, 2017

TOGETHER WITH THE SPECIFIC LOCATIONS ON THE CELL TOWER DEMISED PURSUANT TO THE TELECOM LEASE.

EXHIBIT C  
TELECOM LEASE

See Attached

EXHIBIT D

PROMISSORY NOTE

\$1,317,461.00

March \_\_, 2018  
Parma Heights, Ohio

**FOR VALUE RECEIVED**, the undersigned, **LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC**, a Delaware limited liability company (the "Maker"), hereby promises to pay in lawful money of the United States of America, to the order of **CITY OF PARMA HEIGHTS**, an Ohio municipal corporation and any successor or assignee thereof or any holder hereof (collectively, the "Payee"), at 6281 Pearl Road, Parma Heights, Ohio 44130, the sum of \$1,317,461.00 (the "Principal Sum"), as set forth below in this Promissory Note (the "Promissory Note").

1. **Payment of Principal.** The Maker shall pay to the Payee the Principal Sum as follows:

(a)

Installment Payment Due Dates	Installment Payment Amounts
July 1, 2018	\$571,785.00
September 1, 2018	\$28,280.00
October 1, 2018	\$571,956.00
March 1, 2019	\$28,280.00
September 1, 2019	\$28,280.00
March 1, 2020	\$28,280.00
September 1, 2020	\$28,280.00
March 1, 2021	\$32,320.00
<b>Total of Installment Payments</b>	<b><u>\$1,317,461.00</u></b>

(b) On the Maturity Date (as defined below), all remaining indebtedness owed by the Maker to the Payee including the unpaid Principal Sum and all accrued interest thereon (if any), if not sooner paid, shall be due and payable by the Maker to the Payee.

(c) Upon the assignment by Payee of the Lease Assignment Agreement between Maker and Payee dated March \_\_, 2018 (the "Lease Assignment Agreement") or the benefits thereof, directly or indirectly, excluding an assignment which is a security interest with the Lease Assignment Agreement being collateral and excluding an assignment to an entity under the control or common ownership with Maker.

2. **Maturity Date.** For the purposes of this Promissory Note, the term "Maturity Date" shall mean March 1, 2021.

3. **Prepayment.** The unpaid and outstanding balance of the Principal Sum may be prepaid, in whole or in part, without any premium or penalty. In the event that a Default (as hereinafter defined) has occurred, any such prepayment shall be first applied to and credited against any expenses incurred by the Payee in the enforcement of the Payee's rights under this Promissory Note (including but not limited to reasonable attorneys' fees), then applied and credited to accrued but unpaid interest to the date of such prepayment, and the excess, if any, shall be next applied to and credited against the unpaid balance of the Principal Sum. Notwithstanding any partial prepayment, the payments described in Section 1 of this Promissory Note shall continue without reduction or interruption until the Principal Sum and all interest thereon are fully paid.

4. **Default.** It shall be an event of default ("Default") hereunder: (a) if the Maker fails to make any payment due hereunder on the due date for such payment; (b) upon the insolvency or commission of any act of insolvency by the Maker; (c) upon the filing a petition in bankruptcy, either voluntary or involuntary, by or for the Maker; (d) upon the institution of any proceeding under any bankruptcy or insolvency laws relating to the relief of debtors by or for the Maker; (e) upon the appointment of a receiver by or for the Maker; and/or (f) upon a breach of or default by the Maker of the terms or conditions hereunder.

5. **Waiver.** The Maker and any and all endorsers and/or the guarantors of this Promissory Note each hereby waive all notices, demands, presentment for payment, notice of dishonor, protest and diligence in collection or bringing any

action. The Maker and any and all endorsers and/or guarantors, each hereby waive the defenses of want of consideration or failure of consideration, in any enforcement of this Promissory Note.

6. **Remedies.** Upon the occurrence of an event of Default hereunder: (a) the entire unpaid Principal Sum to be immediately due and payable, and upon such declaration the same (together with any accrued interest thereon) shall be and become due and payable immediately; (b) the entire unpaid Principal Sum (together with any accrued interest thereon) shall bear interest at twelve percent (12%) per annum, compounded annually (the "Default Interest Rate") from the date on which the fact or event first occurred causing said Default; (c) the Payee or the holder hereof may enforce any or all rights and remedies under this Promissory Note or at law or in equity.

7. **Prohibition of Set Off.** Notwithstanding any claim, demand or judgment that the Maker may have against the Payee, the Maker is prohibited from setting off any such amount from the amounts due hereunder without a court order for same.

8. **Assignment.** This Promissory Note may be assigned or negotiated by the Payee to any person or entity at any time, without the consent or approval of the Maker. . In the case of any assignment by Payee, the Promissory Note shall be binding upon and shall inure to the benefit of the respective successors, heirs and permitted assigns of the respective parties hereto. This Promissory Note may be assigned by Maker: i) as a collateral assignment; or ii) to an entity under common control or ownership with Maker.

9. **Enforcement Expenses.** In the event that the Payee or the holder hereof incurs expenses in the enforcement of its rights hereunder, including but not limited to reasonable attorneys' fees, then the Maker shall immediately reimburse the Payee the costs thereof.

10. **Binding Effect.** This Promissory Note shall bind the Maker and the Maker's permitted assigns, as the case may be, and the benefits hereof shall inure to the Payee, any holder hereof and any successor or assignee of the Payee or the holder hereof.

11. **Governing Law.** This Promissory Note shall be governed by, and enforced and construed in accordance with the laws of the State of Ohio. The Maker and the Payee do each hereby agree that they consent to and shall submit themselves to, the venue and personal jurisdiction of the competent courts of the Cuyahoga County, Ohio, or the United States District Court for the Northern District of Ohio, Eastern Division, in connection with any and all claims, allegations, causes of action or legal proceedings related to or arising from this Promissory Note (including, but not limited to any and all legal proceedings for or related to the enforcement of this Promissory Note), expressly waiving their rights to any other jurisdiction or venue which might correspond to them due to their domiciles or legal residence.

12. **Notices.** All notices required or permitted to be given under or pursuant to this Promissory Note shall be in writing and shall be deemed to have been fully given upon personal delivery, or the next business day if sent via a nationally recognized overnight courier service, or three (3) days after being sent by certified mail, postage prepaid, via the United States Postal Service. The notices and communications shall be addressed as follows:

To the Payee: Finance Director  
City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio 44130

With a copy to: Law Department.  
City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio 44130

To the Maker:

Landmark Infrastructure Operating Company LLC  
c/o Landmark Dividend LLC  
P.O. Box 3429  
2141 Rosecrans Ave., Suite 2100  
El Segundo, CA 90245  
Attn: Legal Department

Any party may, by written notice to the other party, change the address for notices to be sent to such party.

13. **Miscellaneous.** In the event that any of the terms or provisions of this Promissory Note shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, then the remaining terms and provisions of this Promissory Note shall not be affected thereby, and each term and provision of this Promissory Note shall remain and be valid and shall be enforced to the fullest extent, or to the fullest lesser extent, as permitted by law.

14. **BUSINESS TRANSACTION.** THIS NOTE IS EXECUTED PURSUANT TO A BUSINESS TRANSACTION AND IS NOT PART OF ANY CONSUMER TRANSACTION.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the day and year and at the place first above-mentioned.

**LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: Authorized Signatory

"Maker"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**FORM EXHIBIT ONLY – NOT FOR EXECUTION**

**EXHIBIT E**

**FORM OF MEMORANDUM OF LEASE ASSIGNMENT AGREEMENT**

THIS MEMORANDUM OF LEASE ASSIGNMENT AGREEMENT (this "Memorandum") is made as of \_\_\_\_\_, 2018 (the "Commencement Date") between CITY OF PARMA HEIGHTS AKA THE VILLAGE OF PARMA HEIGHTS AKA THE MUNICIPALITY OF PARMA HEIGHTS, an Ohio municipal corporation ("Landlord"), and LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, a Delaware limited liability company ("Landmark").

WHEREAS, Landlord owns certain real property located at 6182 Greenbriar Commons, in the County of Cuyahoga, State of OH, as more fully described in the legal description attached hereto as Exhibit A (the "Property"), located within the Property is a specific area of land, as further described in Exhibit B attached hereto and made a part hereof (the "Cell Tower Land Area"), upon which the Landlord has erected a cell tower (the "Cell Tower").

WHEREAS, Landlord leases specific portions of the Cell Tower to each of the following tenants (such specific portions upon the Cell Tower and within the Cell Tower Land Area, the "Leased Premises") to: i) Clearwire pursuant to that certain Clearwire Lease Agreement – Greenbriar Commons dated June 21, 2010 (the "Clearwire Lease"); ii) T-Mobile pursuant to that certain Voicestream Lease Agreement – Greenbriar Commons dated October 25, 2001 (the "T-Mobile Lease"); iii) Sprint pursuant to that certain Sprintcom, Inc. Lease Agreement – Greenbriar Commons dated May 14, 2002 (the "Sprint Lease"); iv) Verizon pursuant to that certain Option to Lease and Lease Agreement dated August 21, 1997 (the "Verizon Lease") and; v) AT&T pursuant to that certain Option to Lease and Lease Agreement dated July 22, 1997 (the "AT&T 190' Lease") and pursuant to that certain New Cingular Wireless PCS, LLC Lease Agreement (Greenbriar Commons) dated October 11, 2011 (the "AT&T 120' Lease") (the Clearwire Lease, T-Mobile Lease, Sprint Lease, Verizon Lease, AT&T 190' Lease and AT&T 120' Lease, more particularly described on Exhibit C attached hereto, are hereinafter collectively referred to as the Leases).

WHEREAS, Landlord and Landmark are parties to a Lease Assignment Agreement dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, assigned to Landmark its right, title and interest in and to the Leases. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Leases and the Agreement, and of Landmark's rights under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Subject to the terms and conditions set forth in the Agreement, Landlord has assigned all of its right, title and interest in and to the Leases and the Leased Premises to Landmark for a term of 35 years commencing on the Commencement Date and terminating \_\_\_\_\_, 2053 (the "Termination Date"). Landlord shall retain certain obligations and liabilities of lessor under the Leases. Notwithstanding the foregoing, the term of the assignment of the Clearwire Lease shall commence upon the Commencement Date and shall terminate on June 30, 2025.
2. Commencing upon the termination or expiration of the Lease and extending until the Termination Date, Landlord hereby leases the Leased Premises to Landmark (the "Replacement Lease").
3. This Memorandum is solely for the purpose of providing constructive notice of the Agreement. In the event of a conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. This Memorandum has been duly executed by the undersigned as of the date first written above.
4. Notice is hereby given that Landmark has provided landlord a Promissory Note for partial payment for this Assignment which is payable in installments, the last of which is due on March 2, 2021 at which time the Promissory Note must be paid in full.

**(SIGNATURES ON FOLLOWING PAGE)**



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

Date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

SITUATED IN THE CITY OF PARMA HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO:

PARCEL ONE:

SITUATED IN THE VILLAGE OF PARMA HEIGHTS, COUNTY OF CUYAHOGA COUNTY OF CUYAHOGA AND STATE OF OHIO; AND KNOWN AS BEING A PART OF ORIGINAL LOT NO. 3, ELY TRACT AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF PEARL ROAD AT THE SOUTHWESTERLY CORNER OF LAND CONVEYED BY ELIZABETH KENNINGER TO HENRY KENNINGER BY DEED DATED APRIL 2, 1943 AND RECORDED IN VOLUME 5495, PAGE 658 OF CUYAHOGA COUNTY DEED RECORDS;

THENCE NORTH 44° 08' 55" WEST 422.13 FEET IN SAID KENNINGER'S SOUTHWESTERLY LINE TO A STONE MONUMENT FOUND AT A WESTERLY CORNER OF SAID KENNINGER'S LAND;

THENCE NORTH 3' 50' 21" EAST 228.13 FEET IN SAID KENNINGER'S WESTERLY LINE TO THE MOST NORTHERLY CORNER THEREOF AND SOUTHWESTERLY CORNER OF THE PARMA HEIGHTS DEVELOPMENT COMPANY'S EUREKA PARK PROPOSED SUBDIVISION NO. 4 OF A PART OF ORIGINAL LOT NO. 8 IN TUCKERMAN TRACT AND ORIGINAL LOT NO. 3, ELY TRACT, PARMA TOWNSHIP;

THENCE CONTINUING NORTH 3' 50' 21" EAST 72.76 FEET IN A WESTERLY LINE OF SAID EUREKA PARK PROPOSED SUBDIVISION NO. 4 TO AN IRON PIN AT AN ANGLE POINT THEREIN;

THENCE NORTH 87° 33' 35" WEST 470.88 FEET IN A SOUTHERLY LINE OF SAID EUREKA PARK PROPOSED SUBDIVISION NO. 4 TO AN IRON PIN SET THEREIN;

THENCE SOUTH 1114° 08' 55" EAST 966.22 FEET PARALLEL WITH A PRODUCTION OF SAID SOUTHWESTERLY LINE OF KENNINGER'S LAND TO A POINT IN SAID CENTER LINE OF PEARL ROAD;

THENCE NORTH 45° 27' 30" EAST 100.00 FEET IN SAID CENTER LINE OF PEARL ROAD TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF PARMA HEIGHTS, GRANTEE, FROM THE LAND TITLE GUARANTEE AND TRUST COMPANY, TRUSTEE, GRANTOR, BY DEED RECORDED 12/26/1952, IN BOOK 7667, PAGE 158, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL TWO:

BEGINNING ON THE SOUTHWESTERLY LINE OF LANDS CONVEYED TO FRANK M. AND VERA M. SLUSER BY DEED RECORDED IN VOLUME 6002, PAGE 330 OF CUYAHOGA COUNTY RECORDS, AT A POINT DISTANT NORTHWESTERLY, 229.84 FEET MEASURED ALONG SAID SOUTHWESTERLY LINE, FROM THE CENTER LINE OF PEARL ROAD, AS ORIGINALLY ESTABLISHED, 66 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 192.32 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 228.13 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LANDS SO CONVEYED TO FRANK M. AND VERA M. SLUSER, A DISTANCE OF 345.73 FEET TO A POINT DISTANT NORTHWESTERLY, 229.84 FEET MEASURED ALONG SAID NORTHEASTERLY LINE, FROM THE CENTER LINE OF PEARL ROAD, AS AFORESAID; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF PEARL ROAD, A DISTANCE OF 167.81 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF PARMA HEIGHTS, GRANTEE, FROM FRANK M. SLUSER AND VERA M. SLUSER, HUSBAND AND WIFE, GRANTOR, BY DEED RECORDED 08/19/1955, IN BOOK 8426, PAGE 666, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL THREE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YORK ROAD WITH THE CENTER 4INE OF PEARL ROAD; THENCE' NORTH 45 DEGREES 27 MINUTES 30 SECONDS EAST 177.58 FEET ALONG THE SAID CENTER LINE OF PEARL ROAD TO THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER BY DEED RECORDED IN VOLUME 8487, PAGE 186 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 47 DEGREES Z3 MINUTES 58 SECONDS WEST 1074.10 FEET ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND JINN M. FLICKINGER TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 697.38, THENCE SOUTH 4 DEGREES 25 MINUTES 00 SECONDS WEST 261 FEET ALONG THE EASTERLY LINE OF SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 69738 TO AN INNER CORNER THEREOF; THENCE SOUTH 50 DEGREES 53 MINUTES 52 SECONDS EAST 906.96 FEET ALONG THE NORTHEASTERLY LINE OF SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NO. 69738 AND ALONG THE SOUTHWESTERLY LINE OF THE SECOND PARCEL OF LAND CONVEYED TO LOU MELISKA AND VIRGINIA MELISKA BY DEED RECORDED IN VOLUME 7874, PAGE 71 OF CUYAHOGA COUNTY RECORDS TO AN ANGLE THEREIN; THENCE SOUTH 3 DEGREES 59 MINUTES Z1 SECONDS WEST 33.66 FEET ALONG THE WESTERLY LINE OF SAID SECOND PARCEL OF LAND CONVEYED TO LOU MELISKA AND VIRGINIA MELISKA TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE MUNICIPALITY OF PARMA HEIGHTS, GRANTEE, FROM LOUIS MELISKA AKA LOU MELISKA AND VIRGINIA M. MELISKA AKA VIRGINIA MELISKA, GRANTOR, BY DEED RECORDED 10/31/1957, IN BOOK 9025, PAGE 312, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL FOUR:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE -LOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN V. FLICKINGER BY DEED RECORDED IN VOLUME 61497, PACE 186, OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO A POINT, DISTANT 366 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID CENTER LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738; THENCE NORTHERLY 87 FEET ALONG THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738 TO THE MOST NORTHERLY CORNER OF LAND CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO RONALD K. FLICKINGER AND ANN M. FLICKINGER TO THE PRINCIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PARMA HEIGHTS, GRANTEE, FROM RONALD K. FLICKINGER AND ANN M. FLICKINGER, HUSBAND AND WIFE, GRANTOR, BY DEED RECORDED 01/03/1958, IN BOOK 9044, PAGE 532, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL FIVE:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE MOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK BY DEED RECORDED IN VOLUME 6070, PAGE #74, OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO A POINT DISTANT 336 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND

CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO A POINT IN THE EASTERLY LINE OF PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738; THENCE NORTHERLY 26.67 FEET ALONG THE EASTERLY LINE OF SAID PREMISES REGISTERED IN CERTIFICATE OF TITLE NUMBER 69738 TO A POINT IN THE NORTHERLY LINE OF SAID ORIGINAL LOT NUMBER 3; THENCE EASTERLY 64.72 FEET ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NUMBER 3 TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY CORNER OF LAND SO CONVEYED TO PETER KOSTRANCHUK AND KATHERINE KOSTRANCHUK TO THE PRINCIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CITY OF PARMA HEIGHTS, BY APPLICATION TO ASSESS COMPENSATION, RECORDED IN BOOK 9728, PAGE 19, OF THE CUYAHOGA COUNTY RECORDS.

PARCEL SIX:

BEGINNING ON THE CENTER LINE OF PEARL ROAD AT THE MOST EASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE BY DEED RECORDED IN VOLUME 8618, PAGE 416 OF CUYAHOGA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE TO A POINT TO A POINT DISTANT 366 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF PEARL ROAD, FOR THE PRINCIPAL PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID CENTER LINE OF PEARL ROAD TO A POINT IN THE SOUTHWESTERLY LINE OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE AS AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE TO A POINT IN THE NORTHERLY LINE OF SAID ORIGINAL LOT NUMBER 3; THENCE EASTERLY 93.28 FEET ALONG THE NORTHERLY LINE OF SAID ORIGINAL LOT NO. 3 TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED TO ADOLPH MIELKE SR. AND EMILIE MIELKE TO THE PRINCIPAL PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CITY OF PARMA HEIGHTS, BY JOURNAL ENTRY, RECORDED IN BOOK 9717, PAGE 122, OF THE CUYAHOGA COUNTY RECORDS.

EXHIBIT B

LEASED PREMISES

BOUNDARY DESCRIPTION FOR A LEASE AREA LOCATED IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 13 WEST, IN CUYAHOGA COUNTY, OHIO. SAID LEASE AREA BEING PART OF THE ORIGINAL LOT NO. 3, ELY TRACT, ALSO KNOWN AS BEING APART OF TWO PARCELS, PARCEL THREE CONVEYED TO THE MUNICIPALITY OF PARMA HEIGHTS IN BOOK 9025, PAGE 312, AND PART OF PARCEL FOUR CONVEYED TO THE CITY OF PARMA HEIGHTS IN BOOK 9025, PAGE 312, BOTH OF THE DEED RECORDS OF CUYAHOGA COUNTY OHIO (D.R.C.C.O.). SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" IRON ROD IN THE NORTH LINE OF SAID ORIGINAL LOT NO. 3, ELY TRACT; THENCE S 15° 04' 08" W, A DISTANCE OF 212.84 FEET, OVER AND ACROSS SAID ORIGINAL LOT NO. 3, ELY TRACT AND SAID PARCEL FOUR TO A CALCULATED POINT, BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID PARCEL THREE AND SAID PARCEL FOUR FOLLOWING SIX (6) COURSES:

1. N 72° 16' 54" E, A DISTANCE OF 11.67 FEET;
2. S. 18° 01' 28" E, A DISTANCE OF 68.75 FEET;
3. S 71° 58' 32" W, A DISTANCE OF 27.88 FEET;
4. N 88° 19' 51" W, A DISTANCE OF 41.99 FEET;
5. N 18° 01' 28" W, A DISTANCE OF 54.96 FEET;
6. N 72° 16' 54" E, A DISTANCE OF 55.74 FEET TO THE POINT OF BEGINNING;

SAID LEASE AREA CONTAINING 0.10 ACRES OF LAND, OR 4,367.14 SQUARE FEET, MORE OR LESS;

SURVEY DATE: DECEMBER 5, 2017

TOGETHER WITH THE SPECIFIC LOCATIONS ON THE CELL TOWER DEMISED PURSUANT TO THE TELECOM LEASE.

EXHIBIT C

LEASE DESCRIPTION

That certain Clearwire Lease Agreement – Greenbrier Commons dated June 21, 2010, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and Clearwire, LLC, a Nevada limited company (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.

That certain Voicestream Lease Agreement – Greenbrier Commons dated October 25, 2001, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and T-Mobile, successor in interest to VoiceStream PCS II Corporation (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.

That certain Sprintcom Inc. Lease Agreement – Greenbrier Commons dated May 14, 2002, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and SprintCom, Inc. (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.

That certain Option to Lease and Lease Agreement dated July 22, 1997, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and AT&T Wireless PCS, Inc (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.

That certain Option to Lease and Lease Agreement dated August 21, 1997, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and Verizon Wireless (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.

That certain New Cingular Wireless PCS, LLC Lease Agreement dated October 11, 2011, by and between City of Parma Heights, an Ohio municipal corporation (“Lessor”), and AT&T Wireless PCS, LLC (“Lessee”), for the property located at 6182 Greenbrier Commons, Parma Heights OH 44130.