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September 10, 2025

Board of Zoning Appeals
City of Springboro
320 W Central Avenue
Springboro, Ohio 45066
Via fedex delivery and email: build@cityofspringboro.com

Re: TowerCo 2013, LLC
Application for Variance for Personal Wireless Service Facility
Warren County Auditor Parcel ID: 419440004

Dear Board of Zoning Appeals Members:

This letter accompanies the Application for Variance submitted on behalf of my client, TowerCo 2013, LLC (hereafter “TowerCo”). The subject application pertains to the planned construction of a 120-foot monopole personal wireless service facility (“PWS” or “tower”). The proposed tower is intended to be constructed on the real property owned by Soundfold, Inc., near the intersection of S Pioneer Boulevard and Lower Springboro Road, identified as Warren County Auditor Parcel ID: 419440004 (the “Property”). The Property is owned by Soundfold, Inc., with whom TowerCo has a ground lease agreement for the placement and operation of said tower. The proposed tower is necessary to fill a gap in coverage identified by Verizon Wireless within the City of Springboro region. As noted, the tower is a 120-foot monopole but will also have a 5-foot lightning arrestor.

The proposed location of the tower placement is 120 feet from the edge of the existing public right-of-way, and 140 feet from the edge of the existing paved roadway. City Ordinance 1264.40(e)(5) contains the setback requirements for the construction of new towers. This section states that the tower must be 125% of its height from any City street. As such, per Inspector Fitzpatrick, the tower must be 156.25 feet from the street. TowerCo applied for a zoning certificate for construction of this tower, and the application was denied due to some minor discrepancies in the site plan, but primarily due to the lack of compliance with the 1264.40(e)(5) setback requirement. As such, TowerCo now seeks a variance to deviate slightly from said setback requirement.

For your convenience, all supplementary documents have been numbered with the prefix “TowerCo.” Therefore, throughout this cover letter, which addresses the specific Variance application requirements, all documents will be referenced by the “TowerCo” page number.

The Variance application itself is marked TowerCo 001. As required by the application, attached is a list of property owners within 200 feet of the Property. (TowerCo 003). Additionally, an engineer-approved site plan is similarly enclosed. (TowerCo 003-0014).

TowerCo Background and Site Selection Process

TowerCo 2013, LLC is engaged in the business of siting and building telecommunications towers and facilities to service cellular telephone clients and customers, among others. TowerCo partners with personal wireless service providers when a gap in personal wireless coverage is identified and collocation is not available or not feasible. TowerCo then constructs a cell tower after a feasible location has been identified, either by TowerCo itself or another site acquisition company, and then leases with the wireless provider to utilize the tower to fill the gap in coverage.

One of TowerCo’s longstanding partners is Verizon Wireless, a national personal wireless provider. In 2023, Verizon Wireless RF Engineers identified an area where capacity limits have been reached or exceeded. Such conditions result in a “gap in coverage,” which is a term used by the Sixth Circuit Court of Appeals in interpreting Section 332 of the Telecommunications Act (“TCA”). The TCA contains a provision which prohibits regulations that would have “the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. 332(c)(7)(B)(i)(II). *See T-Mobile Cent., LLC v. Charter Twp. of W. Bloomfield*, 691 F.3d 794, 805. As such, the Sixth Circuit has determined that regulations violate 47 U.S.C. 332(c)(7)(B)(i)(II) when a personal wireless provider can: (1) demonstrate a “gap in coverage,” and (2) some inquiry was made into the feasibility of alternative facilities or site locations. *See Chapter Twp, supra*, at 805.

As Verizon Wireless’s coverage is inadequate in this specific region as necessary meet customer demands, a gap in coverage exists consistent with Sixth Circuit legal authority. In order to alleviate the gap in coverage, the RF Engineers identified an area where a new antenna would need to be placed in order to remedy the gap in coverage. This area is referred to as the “search ring.” This information is provided in more detail in Verizon’s Statement of Need. (TowerCo 015-021).

Verizon RF Engineers identified a search ring to begin assessing where a new antenna could be placed. (TowerCo 018). Within that search ring, there were no existing towers or other tall structures upon which an antenna could be placed. (See TowerCo 017-018). TowerCo evaluated nearby towers but determined that the locations were too far from the search ring to remedy the gap in coverage. (TowerCo 017-019). Verizon also determined that 120 feet was the minimum height that could satisfy the gap in coverage needs, together with a 5-foot lightning rod.

Verizon thereafter retained a site acquisition firm, Kendall Communications, to evaluate locations within the search ring that would be suitable for construction of a tower. Kendall Communications contacted the City in 2023 to determine whether any City-owned property within or near the search ring would be suitable. Kendall Communications suggested the Wastewater Treatment Plan but were informed by the City that such location was not suitable. Kendall Communications also

proposed Milo Park. However, Kendall Communications was informed the park would not work due to restrictions on development. Finally, Kendall Communications proposed Clearcreek Park but was again told such location was not workable. It was determined that there would be no suitable City-owned property or other government-owned property within the search ring vicinity that would be appropriate for a new monopole tower. (See TowerCo 022-023). Importantly, the proposed City properties were not within the search ring itself and therefore were pursued in an effort of good faith to comply with City Ordinance Requirements. Such efforts further demonstrate Verizon's efforts to remedy the gap in coverage through alternate means.

Following correspondence with the City, Kendall Communications began evaluating the property within the search ring and speaking with landowners. Soundfold was identified as an owner within the area that has commercial development, as well as property that is undeveloped and surrounded by wooded areas or commercial development. The Property is also far from residential developments. After the subject Property was identified and a lease agreement negotiated, Soundfold was involved in selecting the preferred location of the tower. Thereafter, TowerCo became involved for purposes of obtaining the necessary zoning certificates and complete construction of the tower.

TowerCo therefore proceeded with applying for a certificate of zoning application, consistent with discussions with Inspector Fitzpatrick. After review of the comprehensive application that was submitted, Mr. Fitzpatrick issued correspondence denying the application. Within the denial, Inspector Fitzpatrick stated as follows:

1. On the application and survey you have applied for a 120' tower and the site plan shows 120' to the property lines and row, but with the lightning rod which is 5' to be included for the height of the tower it is 125.25' (Will Need to correct the survey if approved.)
2. For the Setbacks, fall zones and lot size requirements 1264.40(e)5 you will need at least 156.25'.
3. Gravel driveways are not permitted it will need to be paved.
4. On the 22' section of curb and gutter for the entrance to the cell tower will need to be removed and installed with ODOT Type 2 depressed curb and gutter and be inspected by the engineering department before you pour any concrete.
5. Any lighting would need to be approved for the site.
6. We are not going to approve the collapsible tower letter.

(TowerCo 024).

TowerCo has every intention of complying with the modifications specified in Inspector Fitzpatrick's correspondence. However, as indicated in his correspondence, the updated specifications will need to be completed only after the variance application is considered. Therefore, following consideration of this variance application, TowerCo will update the survey to reflect the 5-foot lightning rod, will update the driveway to comply with zoning requirements, will modify the gutter to comply with the requirements outlined above, and will obtain approval should any lighting be contemplated.

Variance Requirements set forth in Ordinance 1285.04(e)

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district

As discussed above, the Property was identified as the best tower location only after efforts were made to work with the City to determine whether potential government-owned property was available. Upon determination that government-owned property was not available, Kendall Communications worked with property owners within the search ring and coordinated with the Verizon RF Engineering Team to evaluate what would assist in remedying the gap in coverage. The subject parcel was determined to be suitable for a PWS Facility due to commercial development to the north and east, and lack of development to the west and south. Further, there is no residential development within 200 feet of the Property.

The specific location of the PWS Facility placement was determined by the Property owner, Soundfold, as it will not interfere with future commercial development within that district.

Due to the unique shape of the subject Property, there is not a location which would accommodate the height of the PWS Facility and not require a setback variance.

Additionally, the right-of-way recorded along the southern boundary of the Property is larger than many other rights-of-way. As depicted in the survey (TowerCo 025), the public right-of-way is 20 feet beyond the edge of pavement. Inspector Fitzpatrick stated that although the Ordinance requires a 125% setback from a “street,” such term is intended to refer to the edge of the right-of-way rather than the edge of the pavement. Therefore, the enlarged right of way to the south of the Property exacerbates the problem of attempting to place a 125-foot tower in an unusually shaped parcel.

(2) A literal interpretation of this Zoning Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under this Zoning Code

Pursuant to the Springboro Ordinances, and purpose and intent of creating the ED Employment Center District are as follows:

(1) Purpose. The purpose of the ED District is to provide for business parks that combine and integrate light industrial and/or manufacturing uses with offices and similar land uses.

(2) Intent. The intent of the ED District is to enhance the city's economic base by providing suitable areas to support the employment needs of the community in developments that are compatible with adjacent uses. The employment center district provides for the location of light manufacturing and product processing, research and development facilities, professional services, medical facilities and complementary educational and recreational uses which are not detrimental to the employment district. Limited retail, business and support services that serve the

needs of the employment district tenants and patrons are allowed. The employment district is intended to have limited nuisance factors and hazards.

(Springboro Ordinance 1261.08(f)).

Within the ED Employment Center District, PWS Facilities are an expressly permitted use. The express purpose is to allow for development of infrastructure that would support employment needs and expand commercial development. However, although PWS Facilities are permitted, and consistent with the other permitted uses in the District, PWS Facilities are the only permitted use which requires such extreme setbacks. Industrial facilities do not require such severe setback requirements, nor other commercial structures. The only other permitted use which has such a significant setback is a Winder Energy Conversion System, and even that use has only a 100% setback requirement.

PWS Facilities are necessarily tall structures in order to meet minimum coverage requirements by wireless carriers to alleviate the existing gap in coverage. Therefore, the 125% setback requirement substantially diminishes the ability of a property owner to pursue a use that is expressly permitted in the ED-Employment Center District.

The subject PWS Facility will be constructed consistent with engineering standards which project the tower to withstand winds up to 107mph and is otherwise consistent with all building code requirements. There is no greater risk of the PWS Facility falling and causing property damage or damage to the roadway than any other structure that is built consistent with the Ohio Building Code and industry engineering standards. As noted in the correspondence from the engineer, the tower is designed to collapse upon itself. This results in a 55-foot fall radius. Although Inspector Fitzpatrick indicated that the Engineer's fall radius letter will not be adequate to satisfy the setback requirements, the Engineer's statements are relevant to address any safety concerns that may be held by the Board, or the public, in the consideration of granting this variance. Further, the PWS Facility will not cause visibility issues with traffic or other similar issues frequently addressed by setbacks.

Finally, as noted above, the right-of-way along the southern boundary of the Property is larger than other rights-of-way in the area. As such, the setback requirement is compounded by the unique shape of the parcel, and larger right-of-way area, and the existing development.

(3) The special conditions and circumstances do not result from the actions of the applicant

The proposed PWS Facility is necessary due to a gap in coverage experienced by Verizon Wireless. Such gap in coverage is not the result of actions of TowerCo or Verizon. Rather, the reality is that the demand for wireless coverage in the region has accelerated. The Verizon RF Engineers determined where a tower needs to be placed in order to alleviate the gap in coverage. The prior site acquisition firm contacted the City to identify potential City-owned property near the search ring which could potentially alleviate the gap in coverage, but such locations were not feasible. As such, Verizon, by way of its previous site acquisition firm and TowerCo, worked to identify the

least intrusive location within the search ring that would both have a willing landowner, as well as fill the gap in coverage to meet Verizon's needs.

Further, it should be noted that constructing a new monopole PWS Facility to alleviate a gap in coverage is always the last resort of a wireless provider. The placement and construction of a new tower is exceptionally expensive and time consuming. Therefore, Verizon's decision to proceed with the construction of a new monopole PWS Facility is due entirely to the necessity of additional cellular coverage and the lack of existing tall structures to remedy the coverage issues.

(4) Granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Code to other lands, structures or buildings in the same district.

The proposed PWS Facility is necessary to fill a gap in coverage identified by Verizon Wireless, and therefore both the purpose and construction are unique. However, the setback requirement is more onerous than all other uses, the shape of the property is unique, and the right-of-way is larger than other areas. The proposed use is expressly permitted in the zoning district, and the variance will therefore not result in an exception to permitted uses. Care and planning were put into identifying not only selection of the Property, but also into the proposed PWS Facility site so as to not interfere with any other existing development, use, or planned expansion use.

This minor setback deviation will not alter the overall scheme or intent of the district. To the contrary, this minor deviation will assist in promoting the express purpose of the ED Employment Center District, which is intended to allow for development to support employer needs. The PWS Facility is necessary in order to continue expanding business and development in that region, as cellular coverage for Verizon users is not adequate in the area intended for commercial development.

TowerCo maintains that the location selected was done with the intention of being as least intrusive as feasible while also satisfying the gap in coverage needs. As a final matter, TowerCo has enclosed a copy of its lease agreement with the Property owner, Soundfold, to address any questions relating to authority to seek the variance for this property.

TowerCo looks forward to presenting this information to the Board of Zoning Appeals and addressing any questions or concerns. Should you need additional information in advance of the hearing, please do not hesitate to contact me. We look forward to hearing from you and working with the City on this project.

Very truly yours,

Tonya J. Rogers, Esq.

Cc. Dan Fitzpatrick, Building & Zoning Inspector, danf@cityofspringboro.com
Dan Boron, City Planner, danb@cityofspringboro.com

TowerCo, 2013

Variance Application

September 10, 2025

Page 7

Enc:

1. Application for Variance (TowerCo 001)
2. List of Properties Within 200 Feet (TowerCo 002)
3. Construction Drawings (003-014)
4. Verizon Statement of Need (TowerCo 015-021)
5. Correspondence outlining prior City locations considered (TowerCo 092-093)
6. List of neighboring property and draft notice letter (TowerCo 022-023)
7. Inspector Fitzpatrick Correspondence (TowerCo 024)
8. Survey of Property (TowerCo 026))
9. Michael F. Plahovinsak, P.E. Statement (TowerCo 027-028)
10. Property Lease Agreement (TowerCo 029-046).

SPRINGBORO

APPLICATION FOR BOARD OF ZONING APPEALS

ALL six sections must be completed for application to be processed

320 W. Central Ave.
Springboro, Ohio 45066
(937) 748-9791 PH
(937) 748-6860 FX
build@cityofspringboro.com

1 Address: 0 Pioneer Blvd, Springboro, Ohio 45066
Lot No.: Parcel ID: 419440004 Zoning District: ED - Employment Center District

2 Request for:
-APPEAL (see Section 1285.02 on page 2) -VARIANCE (see Section 1285.04 on page 2)

3 Briefly explain request:
TowerCo 2013, the Lessee of the subject property, seeks to construct a telecommunications tower. The tower is 120 feet with a 5 foot lighting rod. The proposed location is 120 feet from the right-of-way boundary, which is not consistent with the requirements in Ordinance 1264.40(e)(5). TowerCo therefore seeks a variance from the strict application of 1264.40(e)(5), as addressed in the attached cover letter.

4	<u>PLEASE PRINT</u>	<u>Name</u>	<u>Address</u>	<u>Email</u> <small>*Required for processing*</small>
	Property Owner Soundfold, Inc (Owner) TowerCO 2013, LLC (Lessee)	9200 SR 48 #4 DAYTON OH 45458 5000 Valleystone Dr. Suite 200, Cary, NC 27519		CFazzolari@towerco.com

The applicant must provide the following:

5

- List of property owners within 200 feet of all property boundaries (attached)
- Copy of certified site plan, if required (attached)
- Variance requests shall include a statement addressing all items noted in Section 1285.04(e)
- Application Fee

Appeal: \$133.00

Variance: \$195.00

The above request shall be heard by the Board of Zoning Appeals (BZA) of the City of Springboro at the earliest date allowed by law.

6 I hereby certify, as the owner or authorized agent of the owner, that I have read the above information and have provided the required documentation. I also agree to pay all actual costs incurred by the City of Springboro (approximately \$500), which will be billed to me by the City of Springboro to be paid prior to the BZA hearing.

Applicant's Name: Tonya J. Rogers Email: tonya@bakerfirm.com

Applicant's Signature: s/ Tonya J. Rogers Date: 09-09-25

Hardy Diagnostics
Parcel ID 041944505
Tax Mailing Address
429 S PIONEER BLVD
SPRINGBORO OH 45066

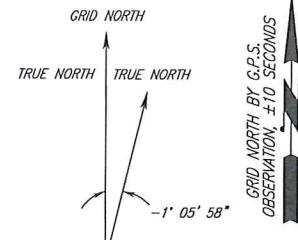
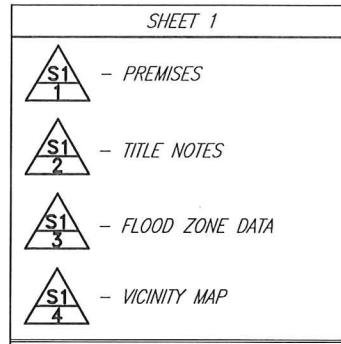
Neyer Properties, Inc.
Parcel ID 0419440006
Tax Mailing Address:
2135 DANA AVE, STE 200
CINCINNATI OH 45207

ROMCGO Properties, LLC
Parcel ID 0824230015
Tax Mailing Address:
C/O ECLIPSE COMMUNITY MGMT
PO BOX 750310
DAYTON OH 45475

Booker Assets, Inc.
Parcel ID 0419445002
Tax Mailing Address:
1701 REINARTZ BLVD
MIDDLETOWN OH 45042

City of Springboro
Parcel ID 0419440007
Parcel ID 0824200006
Parcel ID 0419400007

Mailing Address:
320 W CENTRAL AVE
SPRINGBORO OH 45066



The utility information shown on this plot, prepared by FSTAN was obtained from existing records and/or field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

NORTH IS BASED ON THE SOUTH STATE PLANE COORDINATE SYSTEM, AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON APRIL 30, 2024.

• COORDINATE POINT LOCATION

NAD 1983
LATITUDE: $39^{\circ} 32' 49.79''$ N (39.547164)
LONGITUDE: $84^{\circ} 15' 31.86''$ W (-84.258851)
NAVD 1988
ELEVATION: 777.2'
SOUTH STATE PLANE COORDINATE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 568334.202
EASTING: 1472556.651

• PROJECT BENCHMARK

NORTH: 568282.198
EAST: 1472967.408
ELEVATION: 784.33
LOCATION: BEING A $\frac{3}{8}$ " REBAR WITH CAP STAMPED "CONTROL PNT"
367' EAST OF THE SOUTHEAST CORNER OF THE LEASE AREA.

SYMBOL LEGEND

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- FENCE POST
- SPOT ELEVATION
- CALCULATED POINT
- #5 REBAR CAPPED TO BE SET AT TIME OF CONSTRUCTION
- EXISTING IRON PIN (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

- EG EDGE OF GRAVEL
- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- € CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CPP CORRUGATED PLASTIC PIPE
- CMP CORRUGATED METAL PIPE
- PL SUBJECT PROPERTY LINE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- IPC IRON PIN CAPPED

LINE LEGEND

- E-E-E OVERHEAD ELECTRIC
- G-G-G UNDERGROUND GAS LINE
- W-W-W UNDERGROUND WATER LINE
- E-T-E-T OVERHEAD ELECTRIC & TELEPHONE LINE
- T-T-T OVERHEAD TELEPHONE LINE
- D-D-D DRAINAGE/STORM SEWER LINE
- X-X-X EXISTING FENCE
- XX-XX-XX PROPOSED FENCE
- € DITCH / SWALE
- SUBJECT PROPERTY BOUNDARY

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

THE CITY OF SPRINGBORO
O.R. 3467, PG. 335
PAR. #824200006

THE CITY OF SPRINGBORO
O.R. 1592, PG. 222
PAR. #419440007

CONCORDE GROUP, LTD
O.R. 4250, PG. 124
PAR. #419440006

SOUNDFOLD, INC
O.R. 1592, PG. 208
PAR. #419440004

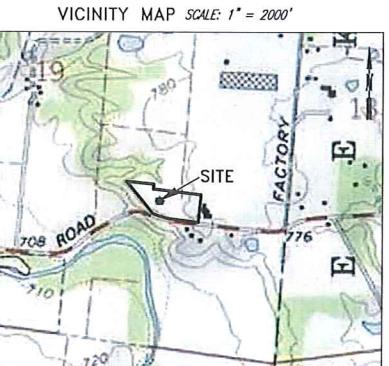


LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 10,000.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that this plot and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.
This survey and plot meets or exceeds the minimum standards of the governing authorities.
This property is subject to any recorded easements or right of ways not shown hereon.

PERRY CLOYD 5/28/24 OH. Reg. No. 7255



LOCATION DESCRIPTION
LOCATED ON THE PROPERTY CONVEYED TO SOUNDFOLD, INC IN OFFICIAL RECORDS BOOK 1592, PAGE 208, AND BEING A PART OF SECTION 19, TOWN 2 EAST, RANGE 5 NORTH, CITY OF SPRINGBORO, WARREN COUNTY, OHIO

THIS SITE IS LOCATED ON THE FRANKLIN OHIO USGS QUADRANGLE SHEET.

The horizontal datum (coordinates) is referenced to the North American Datum 1983 (NAD 83) and is expressed in terms of Latitude and Longitude in degrees, minutes, seconds, and decimal parts thereof, and is accurate to within 15 feet horizontally. The site vertical datum (elevations and benchmark) is in terms of the North American Vertical Datum of 1988 (NAVD 88) and is accurate to within ± 3 feet vertically.

PREPARED FOR:
TowerCo

PERRY CLOYD

FOR:
FSTAN
1012 S 4th Street, Suite 101
Louisville, Ky 40203
Phone: (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
OH0506
SITE NAME:
OH0506 PARVENU 2
SITE ADDRESS:
PIONEER BOULEVARD
SPRINGBORO, OH 45066
LEASE AREA:
4,900.00 SQ.FT.

PROPERTY OWNER:
SOUNDFOLD, INC
9200 SR 48 #4
DAYTON OH 45458

PARCEL NUMBER:
419440004

SOURCE OF TITLE:
O.R. 1592, PG. 208

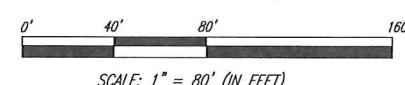
DWG BY: SNS FIELD DATE: DRAFT DATE:
CHKD BY: PC 04.30.24 05.06.24

FSTAN PROJECT NO.:
24-12041

SHEET 1 OF 2

REVISIONS:

70'x70' LEASE - 05.23.24



"WIRELESS COMMUNICATION SITE SURVEY"

OWNER APPROVAL: DATE:

TENANT APPROVAL: DATE:

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 3916500017E DATED 12/17/2010 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LEASE AREA IS LOCATED IN ZONE X.

RAWLAND

-  - LEGAL DESCRIPTIONS (LEASE AREA)
-  - LEGAL DESCRIPTIONS (ACCESS ESMT)
-  - LEGAL DESCRIPTIONS (PARENT TRACT)

LEGAL DESCRIPTIONS:

This is a description for TowerCo, of a lease area to be located to be located on the property conveyed to Soundfold, Inc. in Official Records Book 1592, Page 208 of the Warren County Recorder's Office, and being a part of the Section 19, Town 2 East, Range 5 North, City of Springboro, Warren County, Ohio which is further described as follows:

PREPARED FOR:



PERRY CLOYD

FOR:



1012 S 4th Street, Suite 101
Louisville, Ky 40203
Phone: (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:

OH0506

SITE NAME:

PARVENU 2

SITE ADDRESS:

PIONEER BOULEVARD
SPRINGBORO, OH 45066

LEASE AREA:

4,900.00 SQ.FT.

PROPERTY OWNER:

SOUNDFOLD, INC
9200 SR 48 #4
DAYTON OH 45458

PARCEL NUMBER:

419440004

SOURCE OF TITLE:

O.R. 1592, PG. 208

DWG BY: SNS	FIELD DATE:	DRAFT DATE:
CHKD BY: PC	04.30.24	05.06.24

FSTAN PROJECT NO.:

24-12041

SHEET 2 OF 2

REVISIONS:

70'X70' LEASE - 05.23.24

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 10,000.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that this plat and survey were made under my
supervision, and that the angular and linear measurements,
as witnessed by monuments shown hereon, are true and correct
to the best of my knowledge and belief.
This survey and plat meets or exceeds the minimum standards
of the governing authorities.
This property is subject to any recorded easements or right
of ways not shown hereon.

PERRY CLOYD 5/28/24 OH. Reg. No. 7255

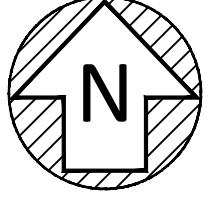
RAWLAND

SYMBOL LEGEND

-  CALCULATED POINT
-  #5 REBAR CAPPED TO BE SET
AT TIME OF CONSTRUCTION
-  EXISTING IRON PIN
(UNLESS OTHERWISE NOTED)



TowerCo 005



THE CITY OF SPRINGBORO
O.R. 1592, PG. 222
PAR. #419440007

THE CITY OF SPRINGBORO
O.R. 1592, PG. 222
PAR. #419440007

CONCORDE GROUP, LTD.
O.R. 4250, PG.124
PAR. #419440006

EXISTING
BUILDING

PROPOSED $\pm 120'-0"$ MONOPOLE
TOWER w/ $\pm 5'-0"$ LIGHTNING ARRESTOR
PROPOSED 70'x70'
PREMISES (4,900SF)
PROPOSED 50'x50'x8' HIGH CHAIN LINK
FENCE w/3 STRANDS OF BARBED WIRE

SOUNDFOLD, INC.
O.R. 1592, PG.208
PAR. #419440004

LOWER SPRINGBORO ROAD
60' PUBLIC RIGHT OF WAY

0 40' 80'
1"=40'



PREPARED BY:
BURGESS & NIIPLE
Engineers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

PREPARED FOR:

TowerCo[®]
simplicity. found.[™]



FULL SCALE PRINT IS
ON 24" x 36" MEDIA

CONSTRUCTION DRAWINGS

REV DATE DESCRIPTION

SITE INFORMATION:
PARVENU2
OS PIONEER BLVD.
SPRINGBORO, OH 45066
WARREN COUNTY

SITE NUMBER:
OH0506

A&E NUMBER: PRG2451
DESIGNED BY: GSH
DRAWN BY: GSH
DATE: 05/14/2025

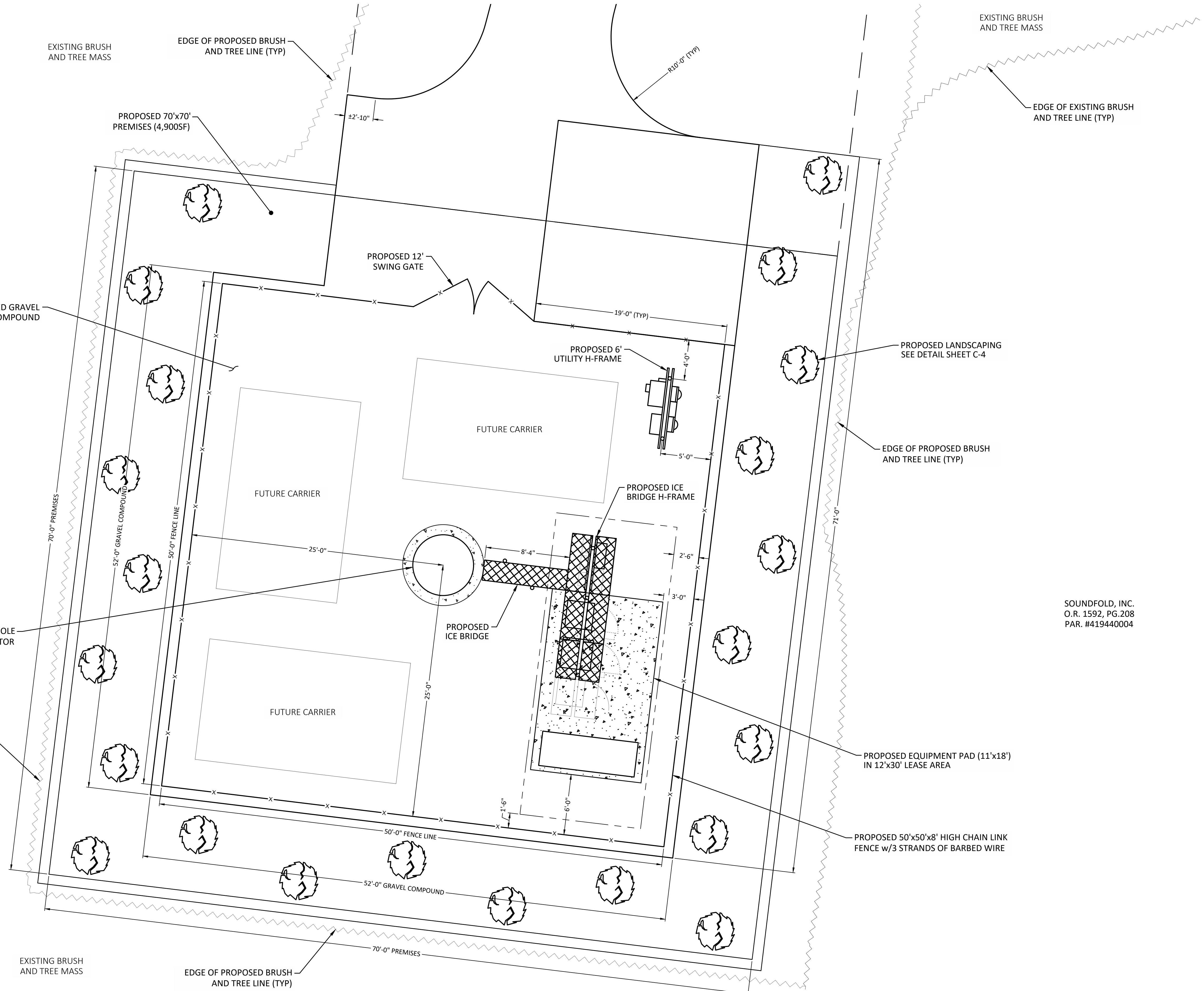
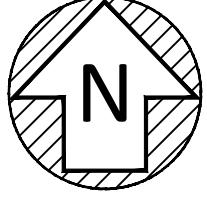
SHEET TITLE:
DIMENSIONAL SITE LAYOUT

SHEET NUMBER:
C-2

LEGEND
 UTILITY POLE
 LIGHT POST
 SANITARY
 WATER VALVE
 EOP
 ROW

PROPOSED PREMISES
PROPOSED EASEMENT
PROPOSED UNDERGROUND ELECTRIC CONDUIT
PROPOSED UNDERGROUND FIBER CONDUIT
EXISTING PROPERTY LINE
EXISTING LOT LINE
EXISTING DITCH
EXISTING UNDERGROUND TELEPHONE
EXISTING UNDERGROUND ELECTRIC
EXISTING OVERHEAD TELEPHONE
EXISTING OVERHEAD ELECTRIC
EXISTING OVERHEAD ELECTRIC & COMM

— E — E — E
— F — F — F
— — — — —
— — — — —
— — — — —
— UGT — UGT —
— UGE — UGE —
— OHT — OHT —
— OHE — OHE —
— OHE&T — OHE&T —



PREPARED BY:
BURGESS & NIIPLE
Engineers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

PREPARED FOR:

TowerCo
simplicity. found.TM



FULL SCALE PRINT IS
ON 24" x 36" MEDIA

CONSTRUCTION DRAWINGS

REV DATE DESCRIPTION

SOUNDFOLD, INC.
O.R. 1592, PG.208
PAR #419440004

SITE INFORMATION:
PARVENU2
0 S PIONEER BLVD.
SPRINGBORO, OH 45066
WARREN COUNTY

SITE NUMBER:
OH0506

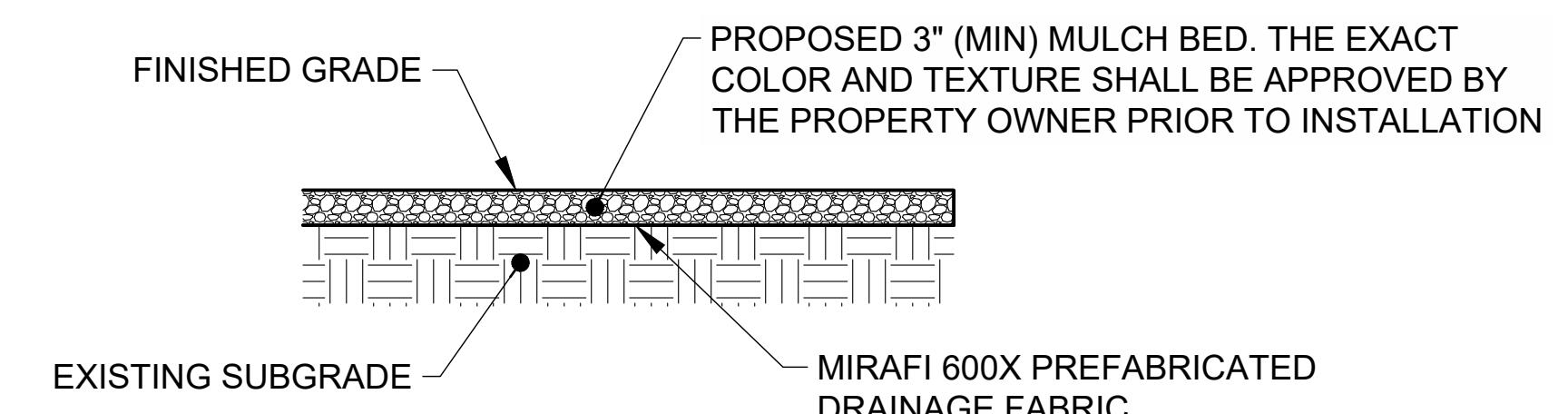
A&E NUMBER: PRG2451
DESIGNED BY: GSH
DRAWN BY: GSH
DATE: 05/14/2025

SHEET TITLE:
ENLARGED SITE LAYOUT

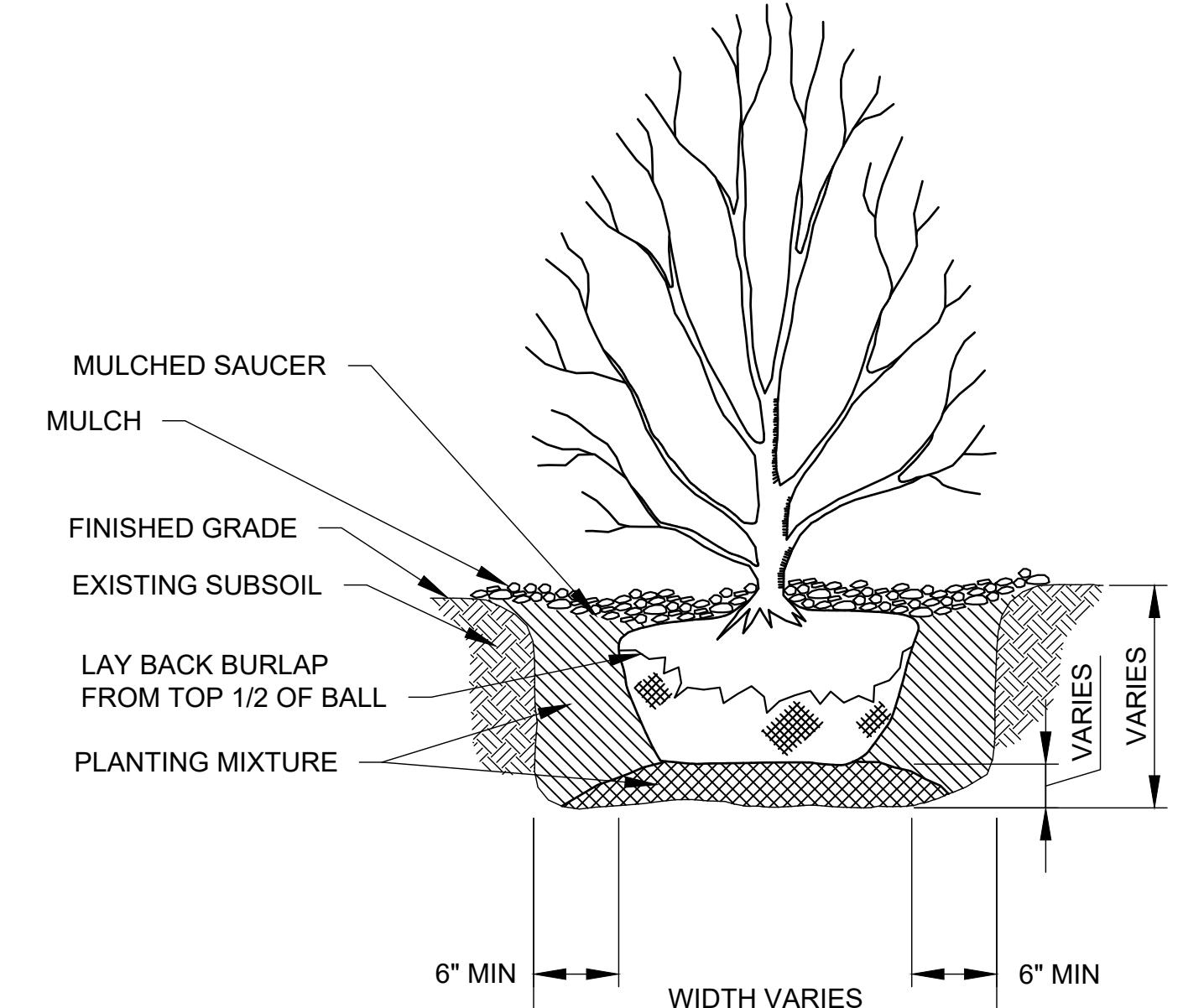
SHEET NUMBER:
C-3.1

GENERAL LANDSCAPING NOTES:

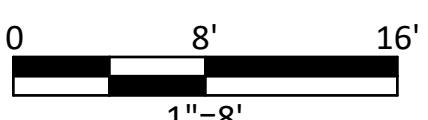
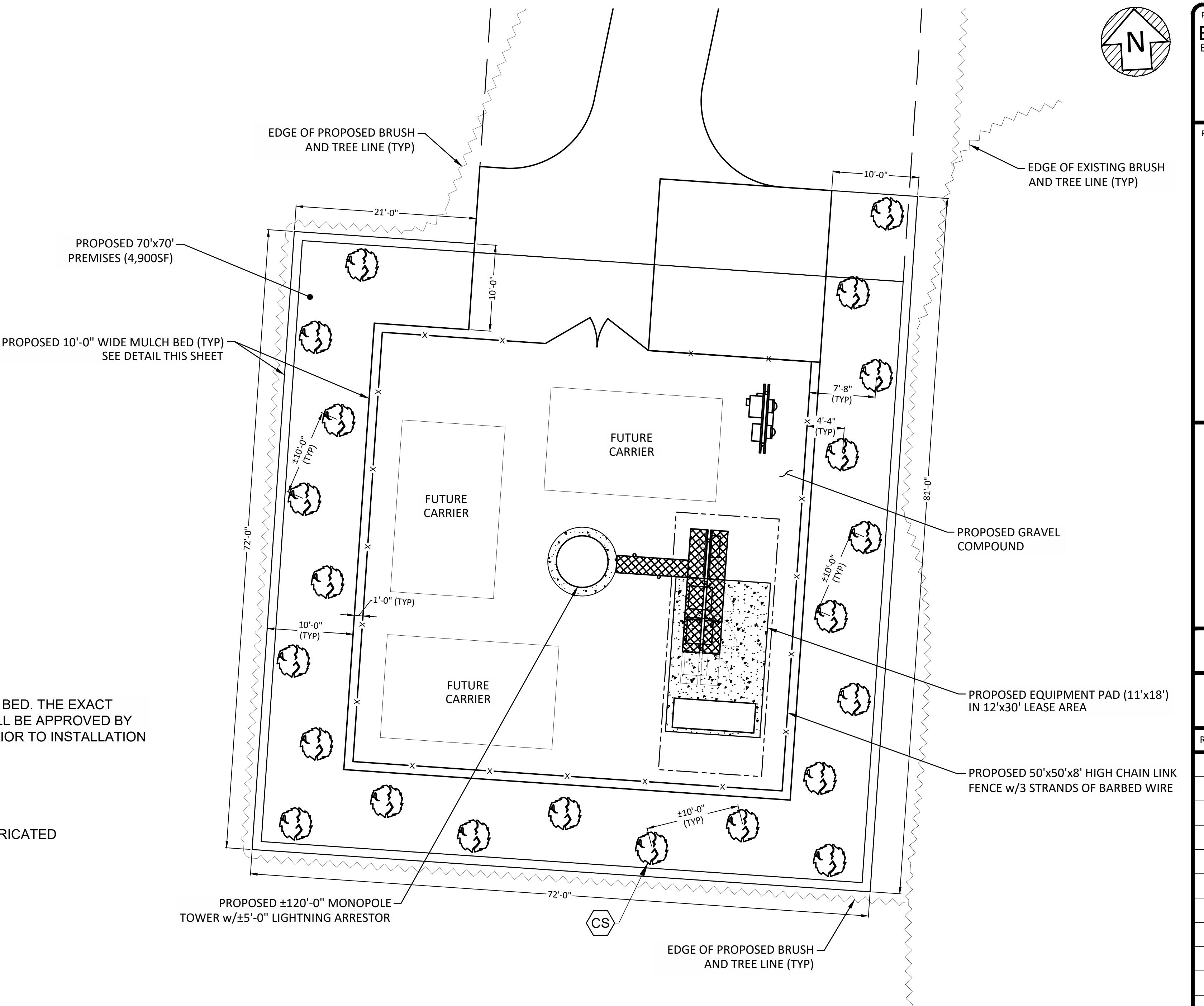
- PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
- ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECTS EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS OR DISFIGUREMENT. THEY SHALL HAVE SOUND, HEALTHY VIGOROUS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY, WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
- GUARANTEE: WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTED AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT, ABUSE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTRACTOR'S CONTROL WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS, STORMS, FIRES OR VANDALISM. REPLACEMENTS: DURING THE WARRANTY PERIOD, REPLACE ONE TIME, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS THAT ARE DEAD, OR IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN AN UNHEALTHY OR UNSIGHTLY CONDITION. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE. REPLACEMENTS ARE TO BE MADE NO LATER THAN THE SUBSEQUENT PLANTING SEASON. RESTORE AREAS DISTURBED BY REPLACEMENT OPERATIONS.
- MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES. MULCH SHALL BE CLEAN COMPOSTED PINE BARK MULCH FREE OF FOREIGN MATERIAL AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
- TOPSOIL SHALL CONSIST OF FERTILE FRIABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEous MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITIONS.
- REPAIR ALL TURF AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED. NO SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE. SEED: SEED MIX SHALL MATCH EXISTING TURF, OR BE A 50/50 MIX OF CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED PERENNIAL RYE. MIX SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING. SEEDING SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTERRA BLANKET, OR EQUAL, SHALL BE USED FOR EROSION CONTROL MULCH WHERE NECESSARY IN LIEU OF HYDRO MULCH.



MULCH BED DETAIL
NOT TO SCALE



TREE PLANTING DETAIL
NOT TO SCALE



PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE/HEIGHT	COMMENTS
CS	PICEA PUNGENS	COLORADO BLUE SPRUCE	22	5'-0" (MIN)	BALLED AND BURLAPPED

PREPARED BY:
BURGESS & NIIPLE
Engineers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

PREPARED FOR:

TowerCo
simplicity. found.TM



FULL SCALE PRINT IS ON 24" x 36" MEDIA

CONSTRUCTION DRAWINGS

REV DATE DESCRIPTION

SITE INFORMATION:
PARVENU2
0 S PIONEER BLVD.
SPRINGBORO, OH 45066
WARREN COUNTY

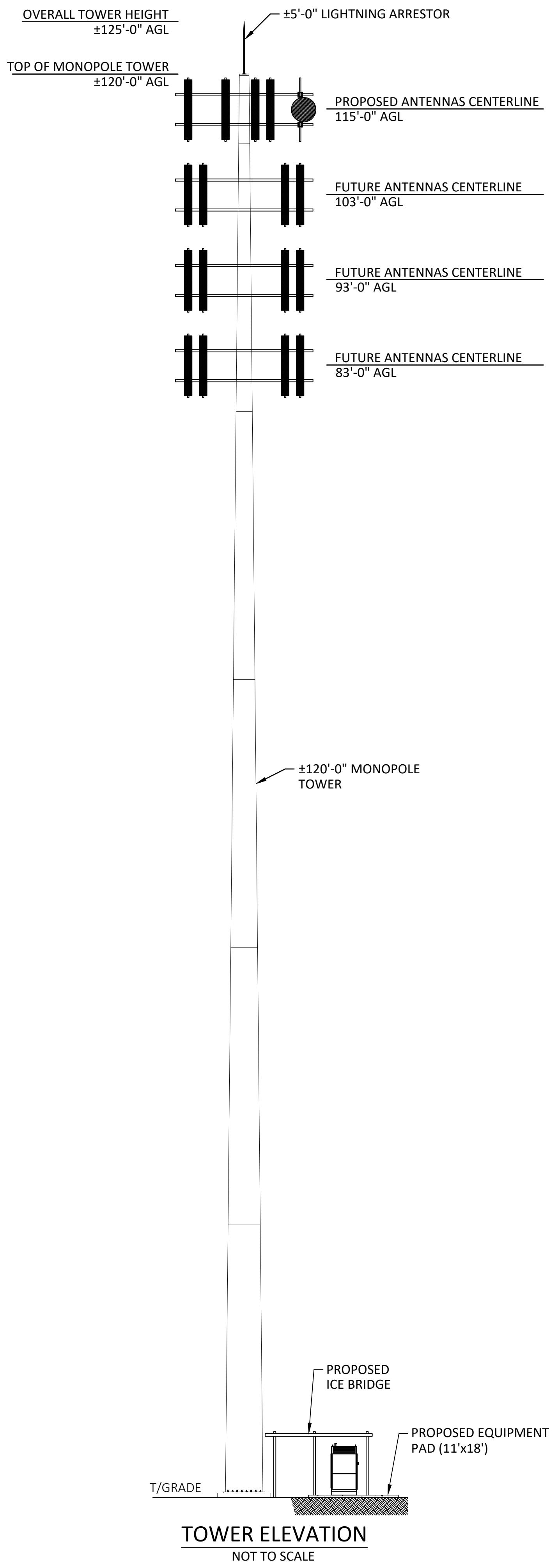
SITE NUMBER:
OH0506

A&E NUMBER: PRG2451
DESIGNED BY: GSH
DRAWN BY: GSH
DATE: 05/14/2025

SHEET TITLE:
LANDSCAPING SITE LAYOUT

SHEET NUMBER:
C-4



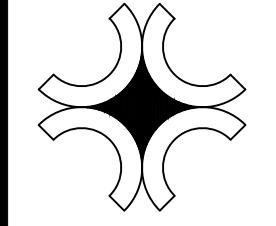


TOWER NOTES:

1. THE TOWER WILL BE GALVANIZED COATED PRODUCING A NON-CONTRASTING GRAY COLOR TO MINIMIZE IT'S VISIBILITY
2. THE TOWER WILL NOT BE LIT EXCEPT AS REQUIRED BY THE FAA

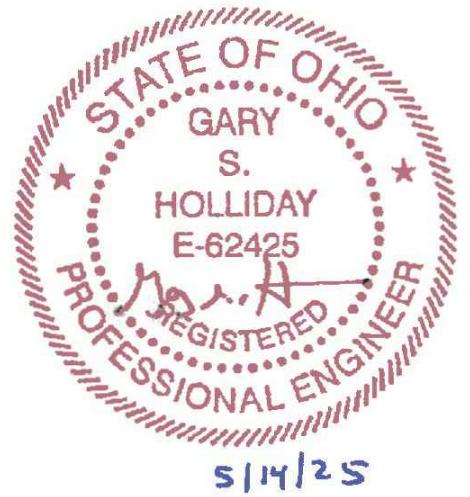
ED BY:
RGESS & NIPLE
ers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

PREPARED FOR:



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**FULL SCALE PRINT IS
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CONSTRUCTION DRAWINGS

SITE INFORMATION:

PARVENU2

SITE NUMBER:

OH0506

A&E NUMBER: PR6245

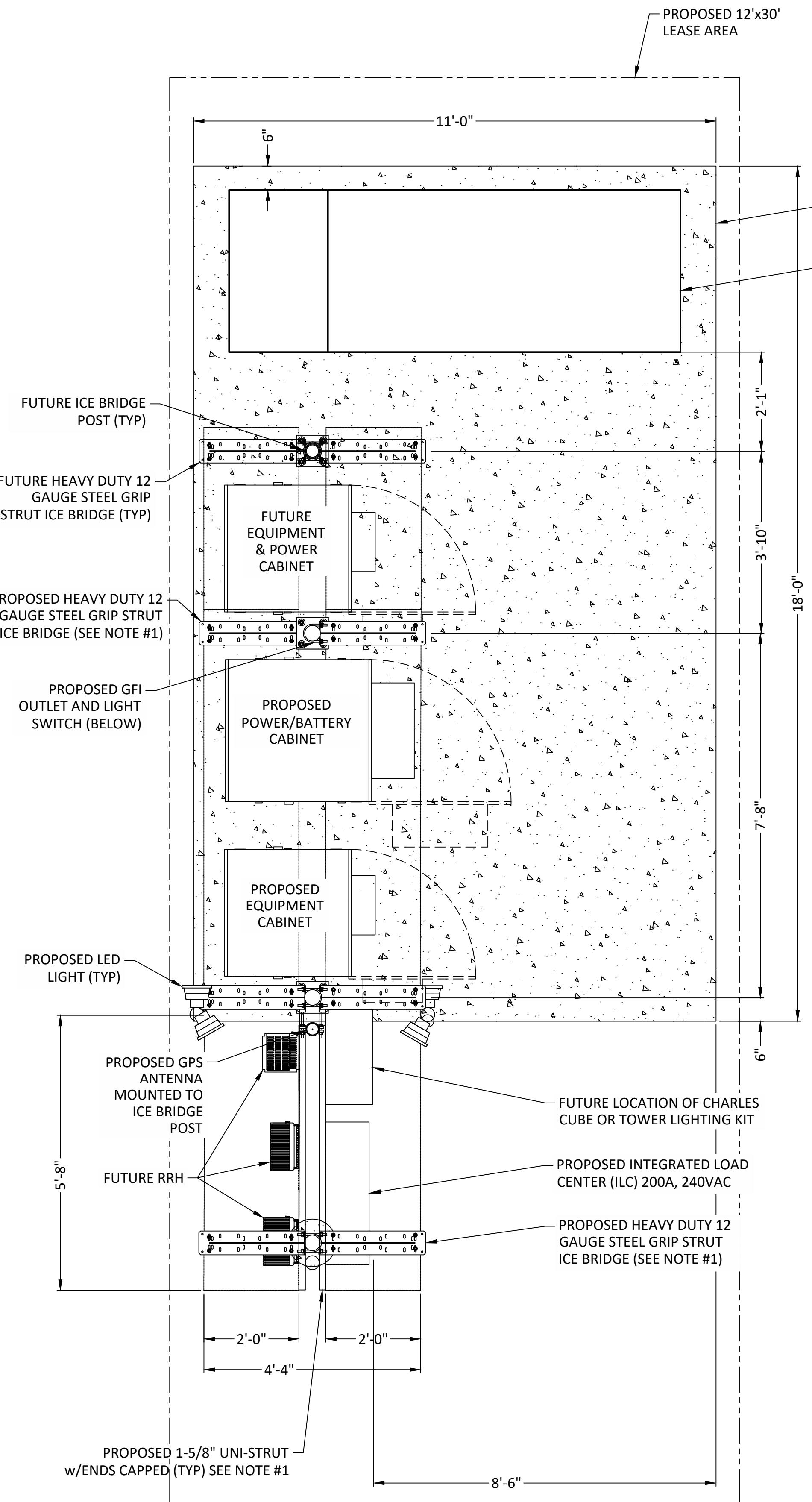
DESIGNED BY: GSH

DRAWN BY: GSH

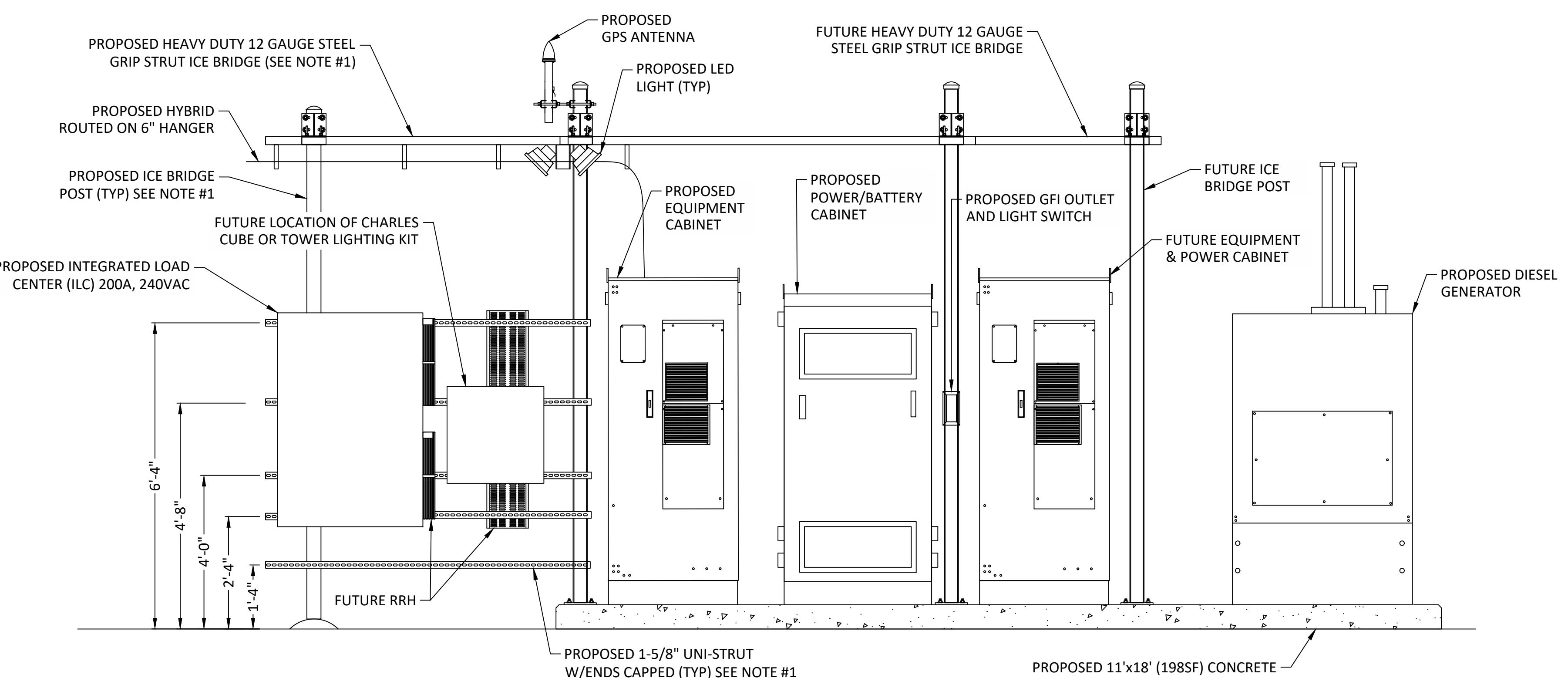
DATE: 05/14/20

SHEET TITLE:
**TOWER ELEVATION
& ANTENNA
DETAILS**

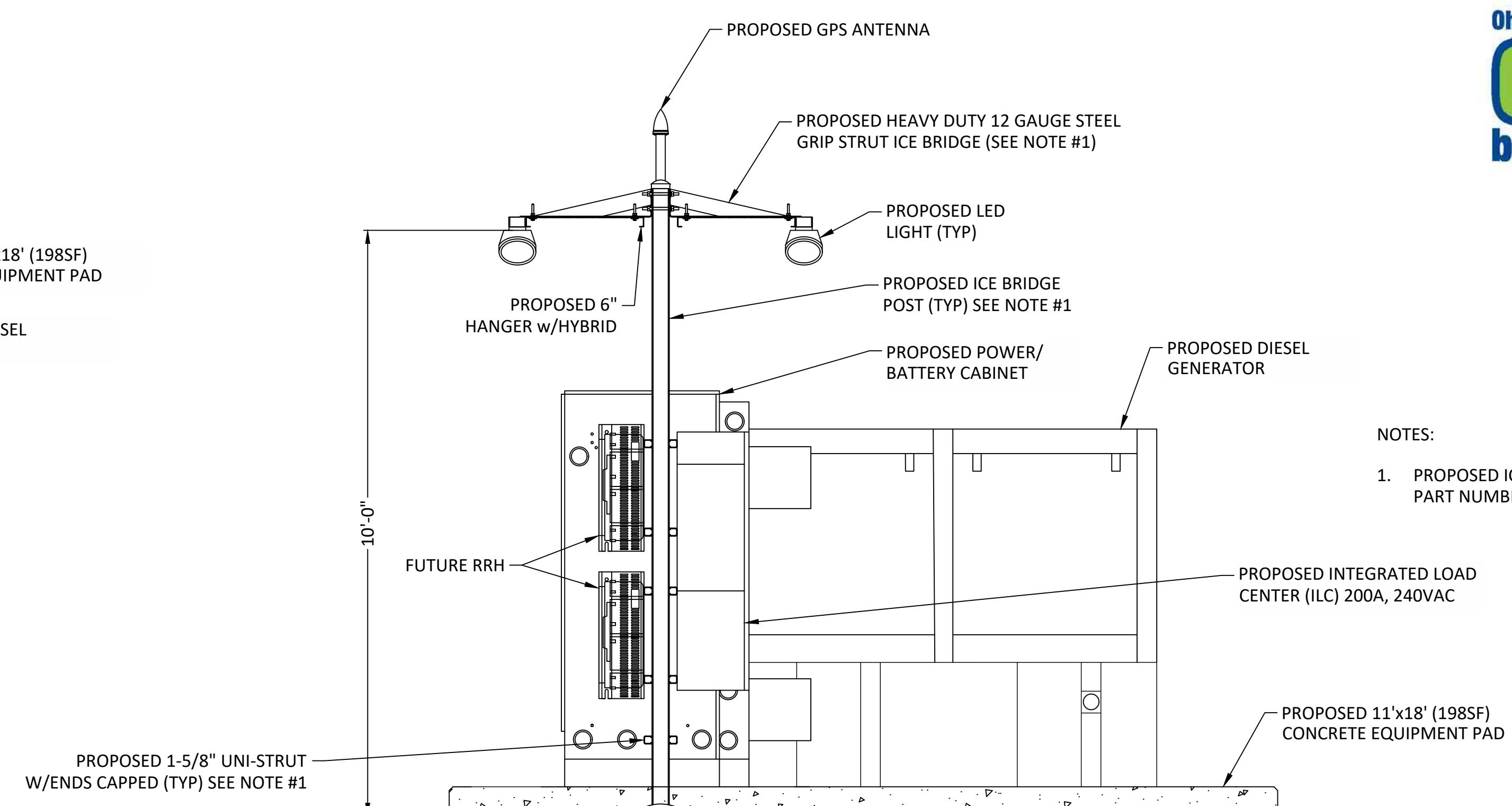
SHEET NUMBER:
C-5



EQUIPMENT PAD LAYOUT IN LEASE AREA
NOT TO SCALE



EQUIPMENT PAD LAYOUT ELEVATION 2
NOT TO SCALE



PREPARED BY:
BURGESS & NIIPLE
Engineers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

PREPARED FOR:

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FULL SCALE PRINT IS
ON 24" x 36" MEDIA

CONSTRUCTION DRAWINGS

REV DATE DESCRIPTION

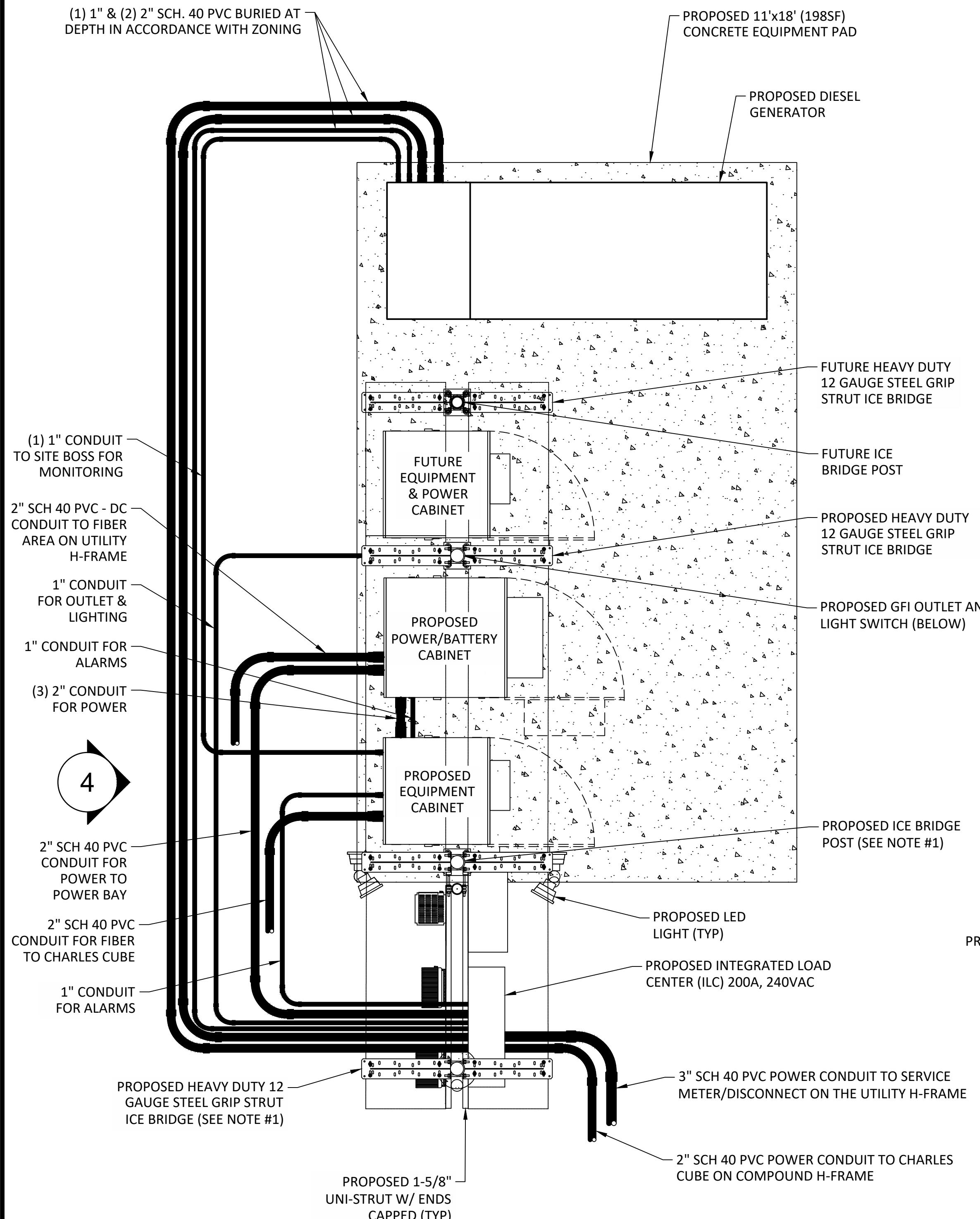
SITE INFORMATION:
PARVENU2
0 S PIONEER BLVD.
SPRINGBORO, OH 45066
WARREN COUNTY

SITE NUMBER:
OH0506

A&E NUMBER: PRG2451
DESIGNED BY: GSH
DRAWN BY: GSH
DATE: 05/14/2025

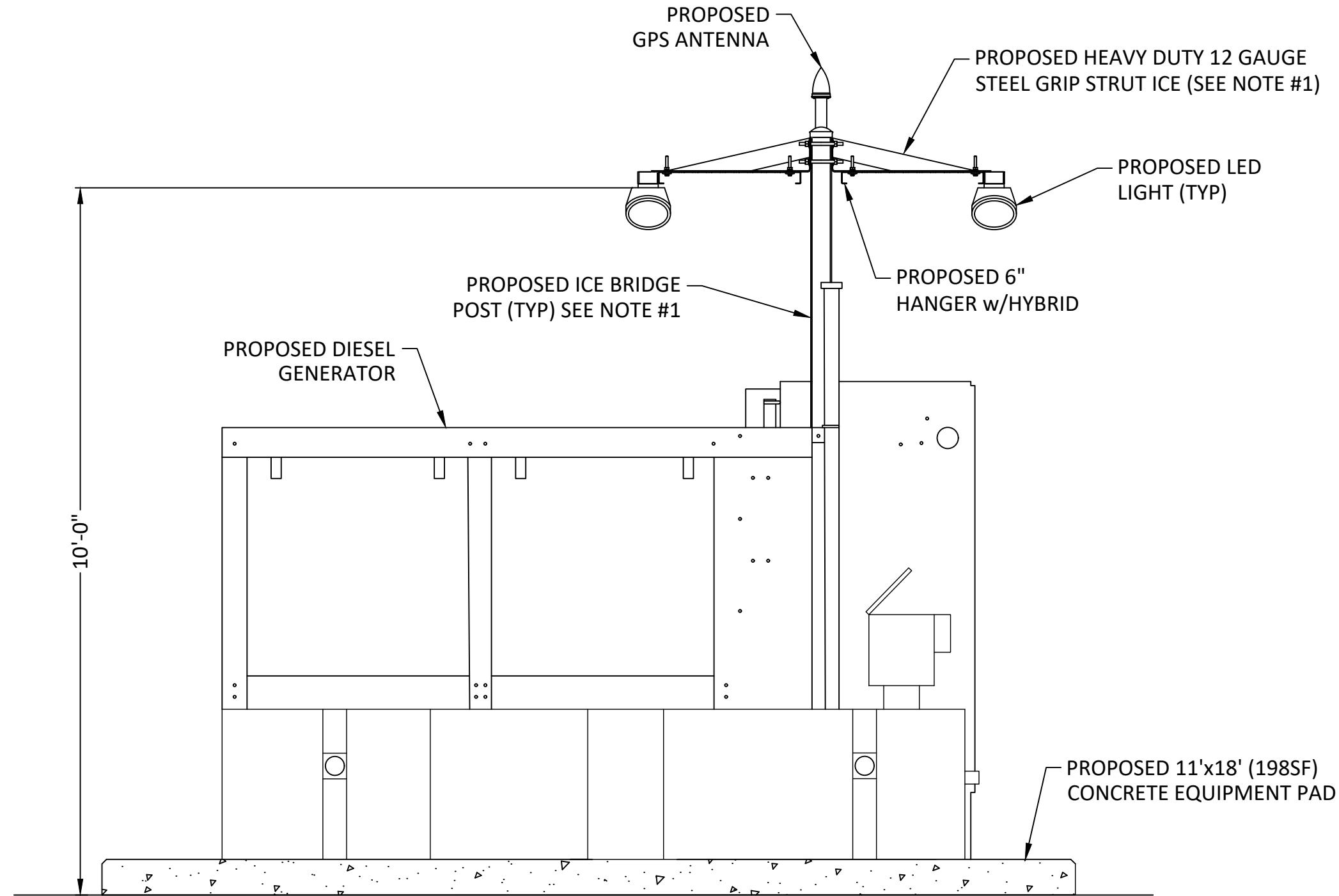
SHEET TITLE:
EQUIPMENT PAD LAYOUT

SHEET NUMBER:
C-6



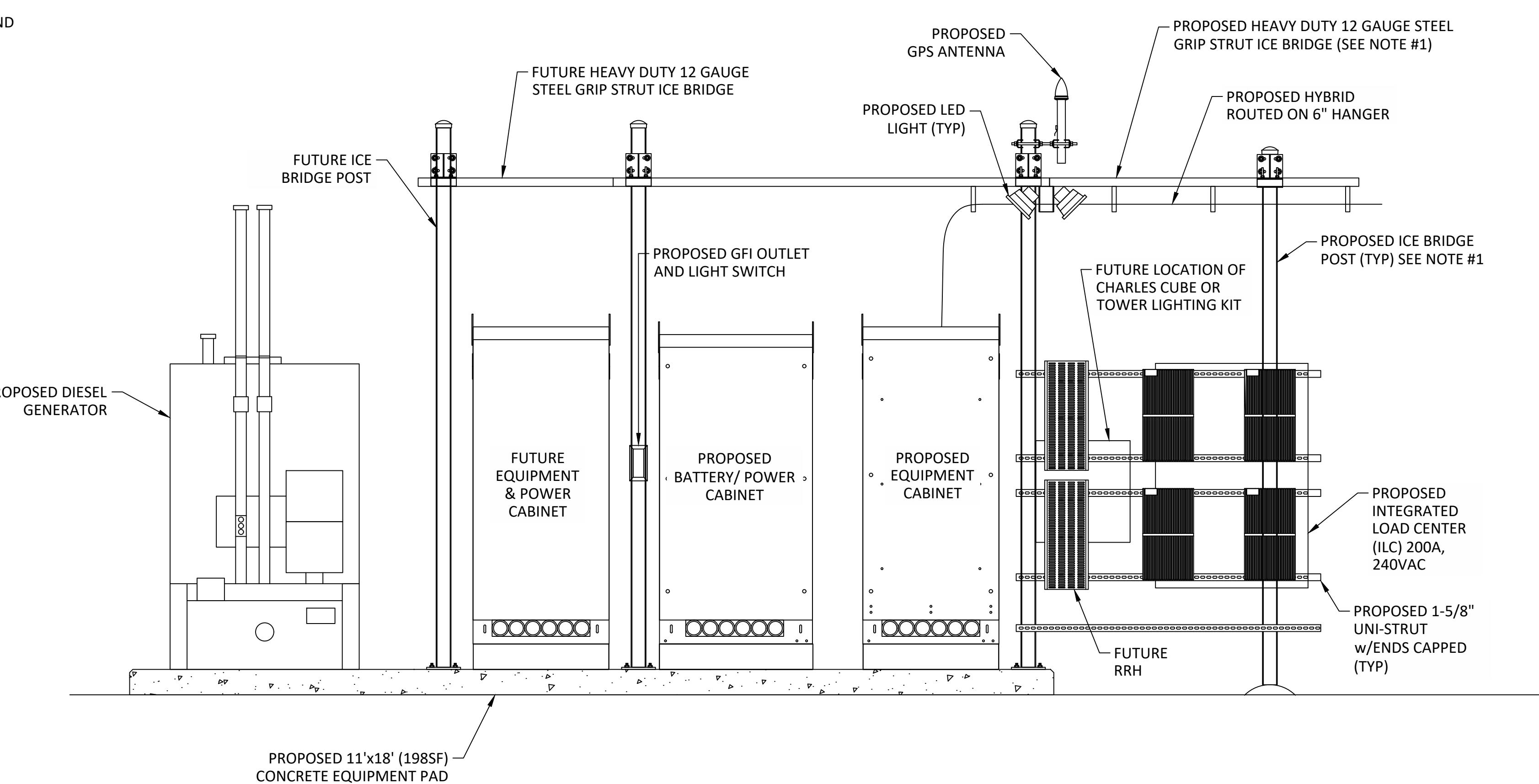
EQUIPMENT PAD LAYOUT w/CONDUITS

NOT TO SCALE



EQUIPMENT PAD LAYOUT ELEVATION 3

NOT TO SCALE



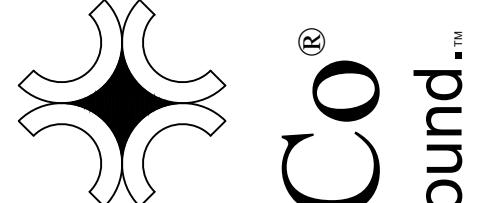
EQUIPMENT PAD LAYOUT ELEVATION 4

NOT TO SCALE

PREPARED BY:
BURGESS & NIPLE
Engineers ■ Architects ■ Planners
330 RUSH ALLEY,
SUITE 700
COLUMBUS, OH 43215
614-459-2050

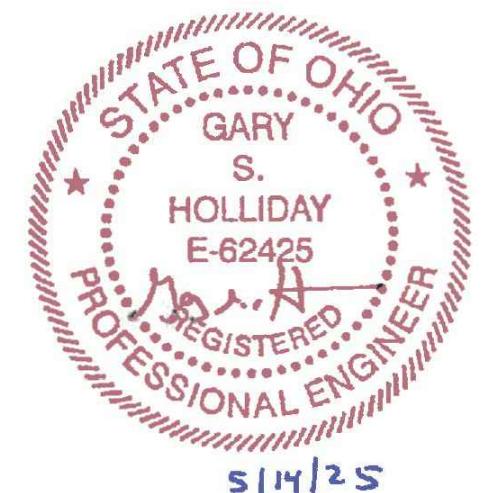
The logo for Ohio Utilities Protection Service. It features the company name in blue text at the top, followed by a large, stylized 'Call 811' in green and blue. Below this, the slogan 'before you dig' is written in blue. A blue and green wave graphic is at the bottom.

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**FULL SCALE PRINT IS
ON 24" x 36" MEDIA**

CONSTRUCTION DRAWINGS

SITE INFORMATION:
PARVENU2
0 S PIONEER BLVD.
SPRINGBORO, OH 45066

SITE NUMBER:
OH0506

FILE NUMBER: PR62451

SIGNED BY: GSH

DRAWN BY: GSH

55/11/2005

2017年第四期

EQUIPMENT PAD LAYOUT

SHEET NUMBER:
C-7

PARVENU

New Macrocell

**S Pioneer Blvd
Springboro, OH 45066**



TowerCo 015

RADIO FREQUENCY STATEMENT OF NEED MEMORANDUM FOR VERIZON'S PARVENU COMMUNICATIONS SITE

This memorandum describes how Celco Partnership d/b/a Verizon Wireless ("Verizon") identified the need for a new wireless communications facility in Springboro, Warren County Ohio. The proposed site, which Verizon has named "PARVENU" has been chosen and designed to remedy a significant service capacity gap in the area where multiple sectors have reached capacity limits causing service disruptions.

Search to Remedy Service Capacity Gap

Verizon radio frequency engineers identified multiple sectors that have reached capacity limits and have worked to identify the location and height at which a new site should be built to effectively fit into the existing network in order to accommodate growing customer demand, to avoid interference with other wireless communications sites, and to close this growing service capacity gap.

Before proposing this new site, Verizon first evaluated whether any existing towers or other tall structures might be technically feasible to provide coverage and capacity relief, and suitable for collocation. Verizon is committed to collocation and regularly locates its equipment on existing towers and buildings where possible.

Identification of Potential Colocation Sites

As demonstrated below, there were no existing towers or other tall structures on which Verizon could collocate to remedy the identified service gap. Based upon the extent of this gap, and factoring in the precise location needed to address that gap, Verizon was unable to identify any alternative structures or propose any modifications to its existing towers that would remedy the service capacity gap. The nearest Verizon tower is 1.15 miles NorthWest of the proposed site and a second Verizon site is 1.95 miles NorthEast of the proposed site. The nearest non-Verizon tower is over 1.2 miles away to the NorthWest, which is 0.4 miles away from our existing site which would cause interference to our site if used. There no other colocatable sites within the area defined. (See Figure 1). Colocating on sites beyond the area defined in Figure 1 will not sufficiently address the service gap in this area, which means that Verizon would need an additional one or two sites to address the problem fully.

List of Colocation Opportunities (Refer to Figure: 1)

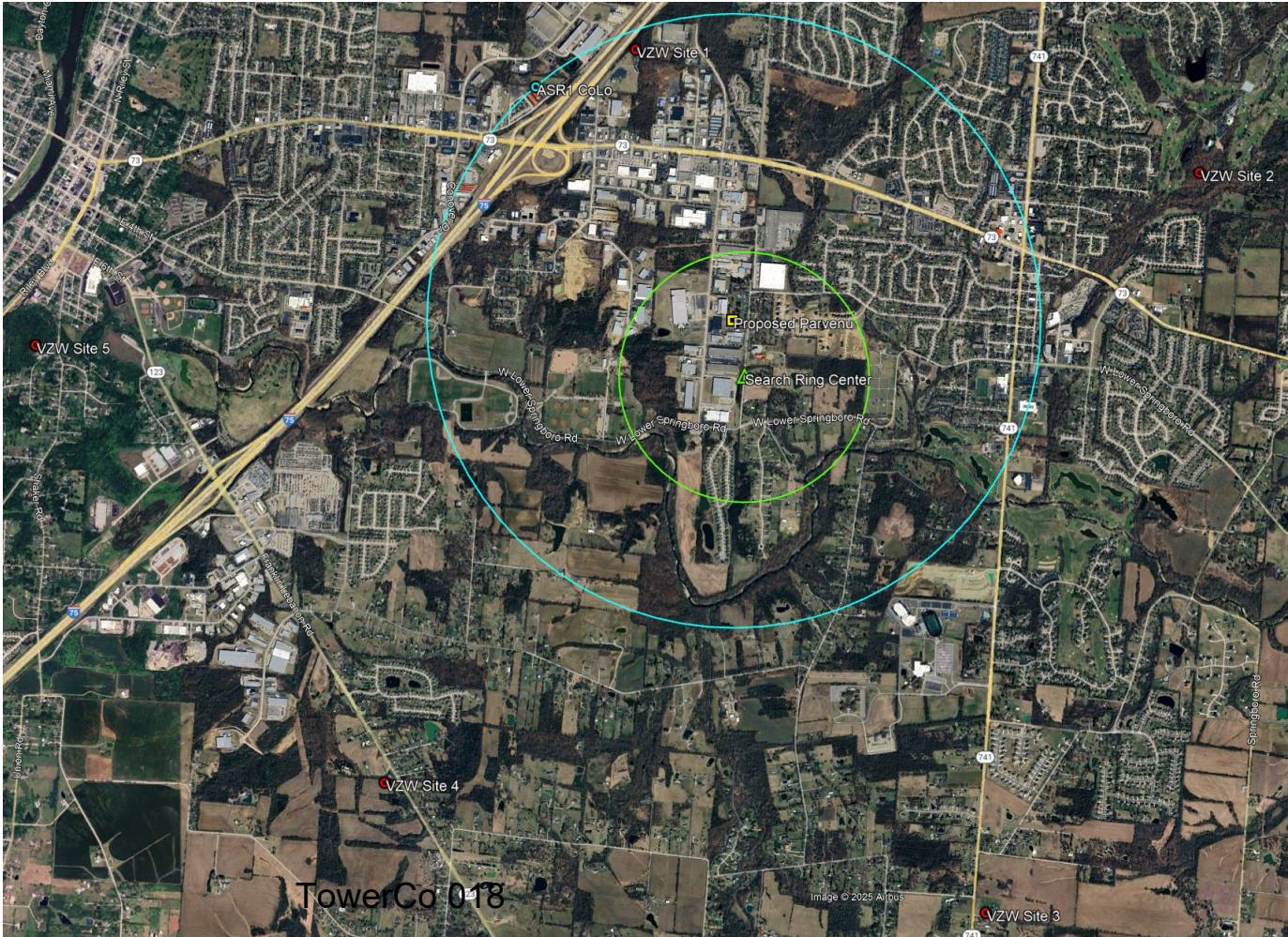
- **ASR 1** - 1.15 miles Northwest
 - This site is located significantly too far beyond the search ring area, and will not provide any meaningful relief to the area and will negatively impact the sites nearby.

Figure 1:

Site/Colocation Map

- Existing Verizon Site** (Red circle)
- Search Ring Center** (Green triangle)
- Potential Colocation** (Blue circle)
- ASR 1**
1.2 Miles Northwest
- Parvenu Location** (Yellow square)

verizon



Radio Frequency Analysis Conclusion

The location of the proposed new site was specifically chosen and designed to address the critical capacity needs around the Springboro businesses. As such, the proposed site location will provide the best solution to serve customers who work, live, and travel in the area, including first responders and emergency service providers. If the site cannot be built in the proposed location, customers in this area of Springboro will continue to experience call blocking and degraded service.

The height of the proposed tower was designed to achieve the necessary expansion of service within the identified service gap area through the installation of a single communications tower. Specifically, the proposed tower height of 120 feet is the minimum height needed to improve service and provide capacity offload to the entire service gap area. A tower height lower than 120 feet would not fully meet Verizon's service objectives and would result in less coverage and lower capacity offload and, thus, would frustrate the purpose underlying this project. A lower tower height would leave certain areas with service gap issues, thereby requiring additional towers to be built to serve those areas.

The Parvenu site location will serve the residents who live in the area, and even more who work, travel, and go to school there. The proposed site will cover 26 sq km² as shown in the relief map in Figure 2. The area depicted in green on the map in Figure 2 shows the area that will be served by the proposed Parvenu site, which will provide capacity relief to multiple sectors currently serving the surrounding area that are overloaded. The Parvenu site will therefore improve service not only for residents in the gap area, but for many other customers who travel, work, and go to school in surrounding areas that are served by sectors that are currently at capacity. Any substantial movement or reduction in height of the proposed site would render it less effective in remedying the coverage gap and would, again, frustrate the underlying purpose for the site.

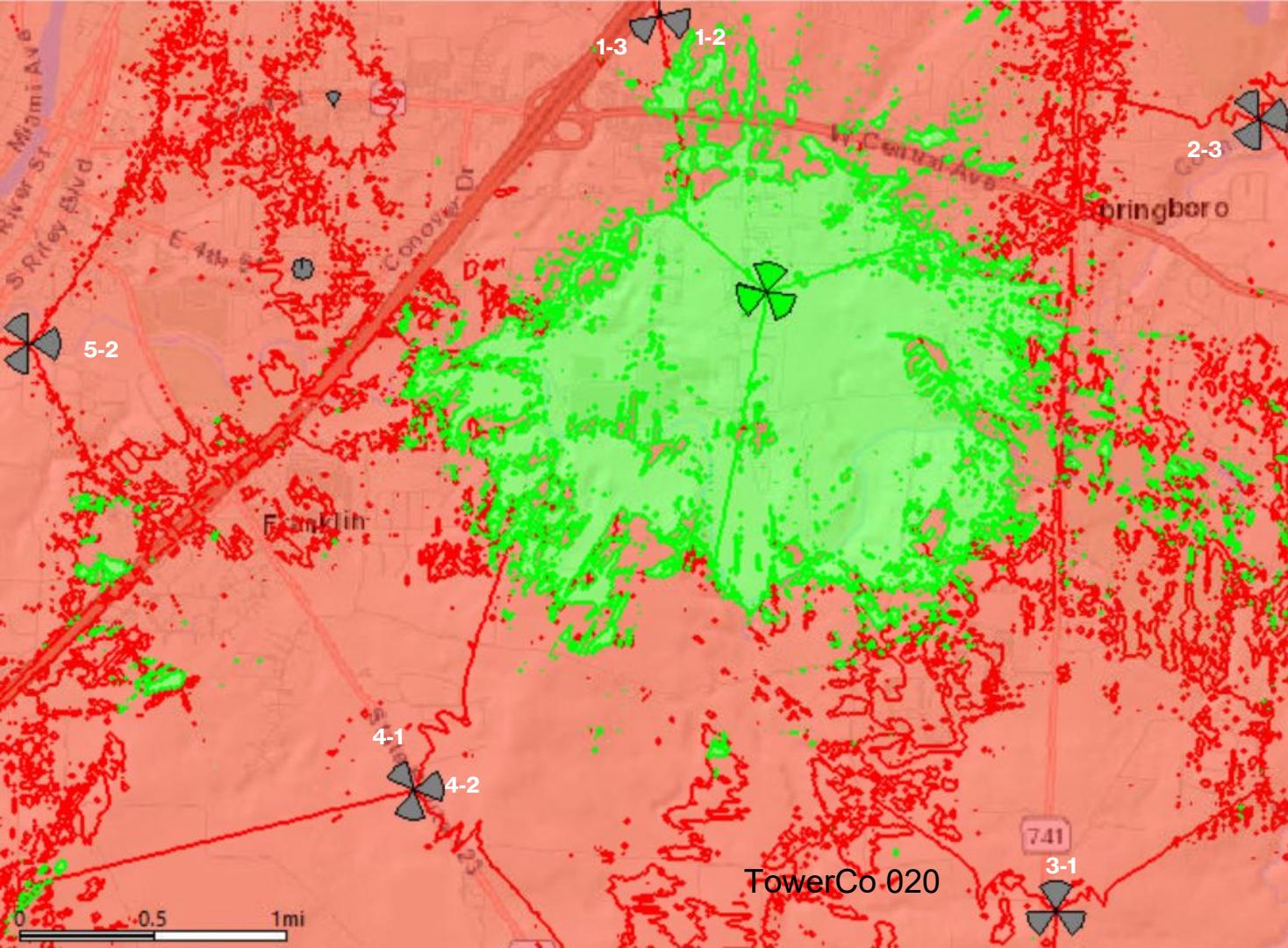


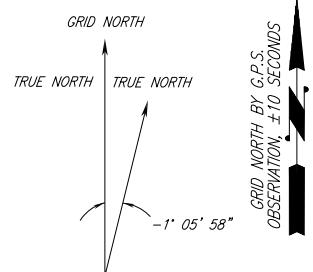
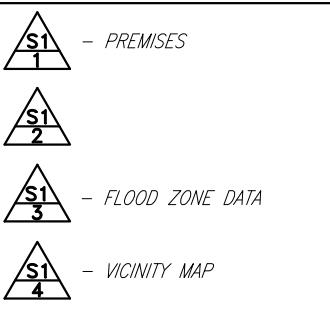
Figure 2:
Capacity Offload
Footprint Relief

Parvenu serves 26.03 square km

Site Call out	Recuction in Square km
1-2	16.60%
1-3	7.40%
2-3	9.80%
3-1	1.70%
4-1	1.70%
4-2	1.80%
5-2	9.70%



TowerCo 021


COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 39° 32' 19.79" N (39.547164)
LONGITUDE: 84° 15' 31.86" W (-84.258851)
NAVD 1988
ELEVATION: 777.2'
SOUTH STATE PLANE COORDINATE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 568334.202
EASTING: 1472556.651

PROJECT BENCHMARK

NORTH: 568282.198
EAST: 1472967.408
ELEVATION: 784.33
LOCATION: BEING A $\frac{5}{8}$ " REBAR WITH CAP STAMPED "CONTROL PNT" 367' EAST OF THE SOUTHEAST CORNER OF THE LEASE AREA.

SYMBOL LEGEND

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- F.P. FENCE POST
- xx.xx SPOT ELEVATION
- CALCULATED POINT
- #5 REBAR CAPPED TO BE SET AT TIME OF CONSTRUCTION
- EXISTING IRON PIN (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

- EG EDGE OF GRAVEL
- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CPP CORRUGATED PLASTIC PIPE
- CMP CORRUGATED METAL PIPE
- SUBJECT PROPERTY LINE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- POB POINT OF BEGINNING
- IPC IRON PIN CAPPED

LINE LEGEND

- E — E — OVERHEAD ELECTRIC
- G — G — UNDERGROUND GAS LINE
- W — W — UNDERGROUND WATER LINE
- E/T — E/T — OVERHEAD ELECTRIC & TELEPHONE LINE
- T — T — OVERHEAD TELEPHONE LINE
- D — D — DRAINAGE/STORM SEWER LINE
- X — X — X — EXISTING FENCE
- XX — XX — XX — PROPOSED FENCE
- Q — Q DITCH / SWALE
- — — SUBJECT PROPERTY BOUNDARY

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

TowerCo 025

SURVEYORS NOTES

SOURCE OF BEARING AND ELEVATION IS A G.P.S. OBSERVATION ON APRIL 30, 2024, FROM A GPS CONTINUOUSLY OPERATING REFERENCE STATION DESIGNATION - LEBANON CORS ARP, CORS_ID - LEBA, PID - A7192.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CONTOURS ARE AT ONE FOOT INTERVALS.



VICINITY MAP SCALE: 1" = 2000'



LOCATION DESCRIPTION
LOCATED ON THE PROPERTY CONVEYED TO SOUNDFOLD, INC IN OFFICIAL RECORDS BOOK 1592, PAGE 208, AND BEING A PART OF SECTION 19, TOWN 2 EAST, RANGE 5 NORTH, CITY OF SPRINGBORO, WARREN COUNTY, OHIO

PREPARED FOR:



THIS SITE IS LOCATED ON THE FRANKLIN OHIO USGS QUADRANGLE SHEET.

The horizontal datum (coordinates) is referenced to the North American Datum 1983 (NAD 83) and is expressed in terms of Latitude and Longitude in degrees, minutes, seconds, and decimal parts thereof, and is accurate to within 15 feet horizontally. The site vertical datum (elevations and benchmark) is in terms of the North American Vertical Datum of 1988 (NAVD 88) and is accurate to within +/ - 3 feet vertically.

PERRY CLOYD

FOR:



1012 S 4th Street, Suite 101
Louisville, Ky 40203
Phone: (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
OH0506

SITE NAME:
PARVENU 2

SITE ADDRESS:
PIONEER BOULEVARD
SPRINGBORO, OH 45066

LEASE AREA:
4,900.00 SQ.FT.

PROPERTY OWNER:
SOUNDFOLD, INC
9200 SR 48 #4
DAYTON OH 45458

PARCEL NUMBER:
419440004

SOURCE OF TITLE:
O.R. 1592, PG. 208

DWG BY: SNS FIELD DATE: DRAFT DATE:
CHKD BY: PC 04.30.24 05.06.24

FSTAN PROJECT NO.:
24-12041

SHEET 1 OF 2

REVISIONS:

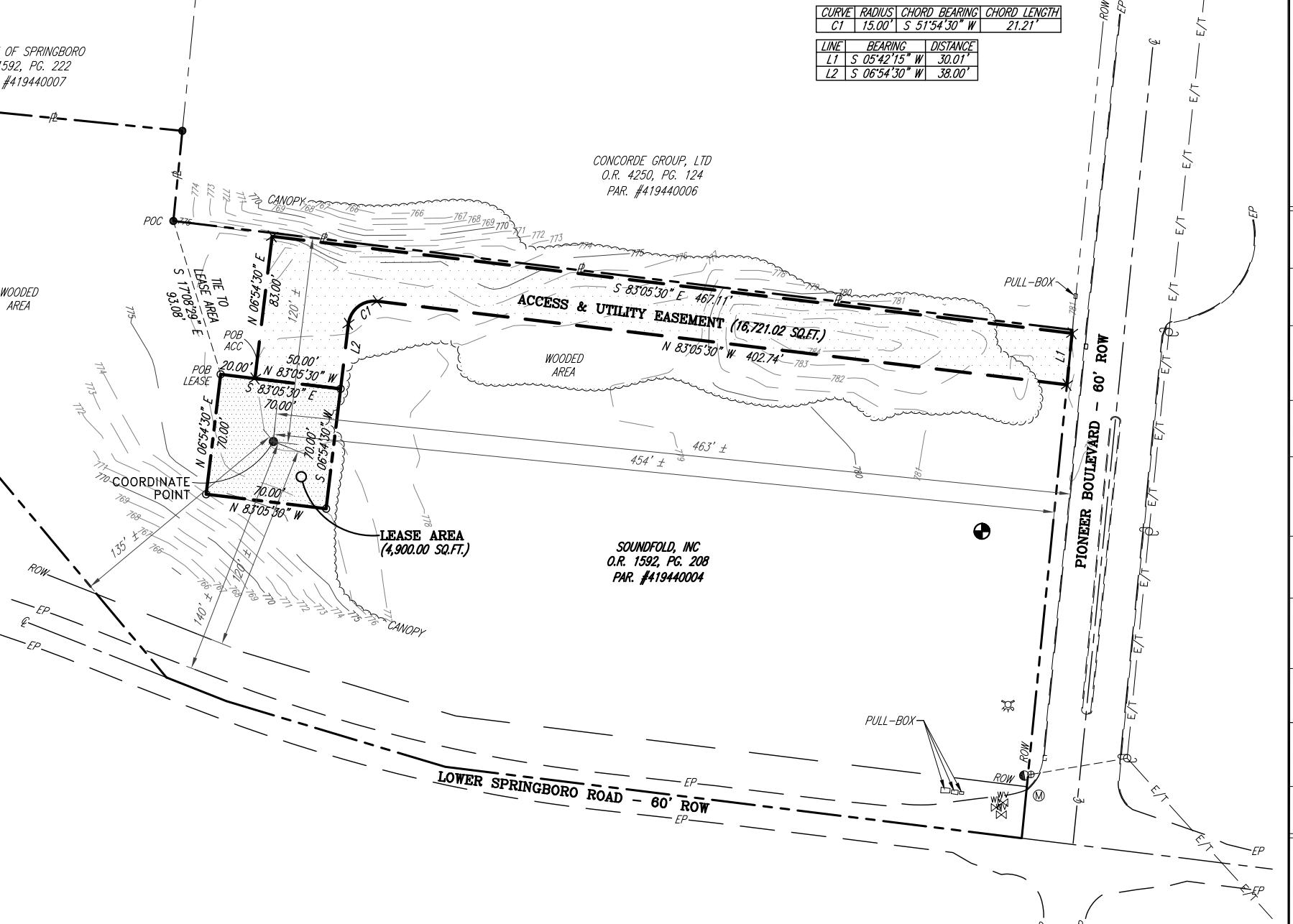
70'X70' LEASE - 05.23.24

FINAL (S&S) - 05.28.24

DISTANCE TO ROAD - 03.07.25

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH
C1	75.00'	S 51° 54' 30" W	21.21'

LINE	BEARING	DISTANCE
L1	S 05° 42' 15" W	30.01'
L2	S 06° 54' 30" W	38.00'


LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 10,000.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that this plot and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.
This survey and plot meets or exceeds the minimum standards of the governing authorities.
This property is subject to any recorded easements or right of ways not shown hereon.

OWNER APPROVAL: _____ DATE: _____

TENANT APPROVAL: _____ DATE: _____

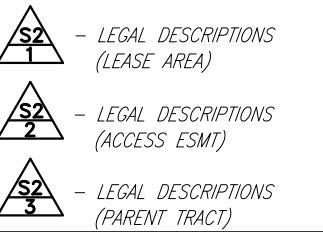
I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 39165C001E DATED 12/17/2010 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LEASE AREA IS LOCATED IN ZONE "X".

S1 4

PERRY CLOYD

OH. Reg. No. 7255

RAWLAND



LEGAL DESCRIPTIONS:

This is a description for TowerCo, of a lease area to be located to be located on the property conveyed to Soundfold, Inc. in Official Records Book 1592, Page 208 of the Warren County Recorder's Office, and being a part of the Section 19, Town 2 East, Range 5 North, City of Springboro, Warren County, Ohio which is further described as follows:



LEASE AREA

Being located on the property conveyed to Soundfold, Inc. in Official Records Book 1592, Page 208 of the Warren County Recorder's Office, and being a part of the Section 19, Town 2 East, Range 5 North, City of Springboro, Warren County, Ohio which is further described as follows:

Commencing at a $5/8$ " rebar found at a northwest corner of said Soundfold property and being the southwest corner of the property conveyed to Concorde Group, Ltd, in Official Records Book 4250, Page 124;
 Thence traversing said Soundfold property S 17°08'29" E - 93.08' to an iron rod with a cap stamped "CLOYD 7255"; and being the True Point of Beginning of the Lease Area;
 thence S 83°05'30" E - 70.00' to an iron rod with a cap stamped "CLOYD 7255";
 thence S 06°54'30" W - 70.00' to an iron rod with a cap stamped "CLOYD 7255";
 thence N 83°05'30" W - 70.00' to an iron rod with a cap stamped "CLOYD 7255";
 thence N 06°54'30" E - 70.00' to the point of beginning, containing 4,900.00 square feet.



ACCESS & UTILITY EASEMENT

Being located on the property conveyed to Soundfold, Inc. in Official Records Book 1592, Page 208 of the Warren County Recorder's Office, and being a part of the Section 19, Town 2 East, Range 5 North, City of Springboro, Warren County, Ohio which is further described as follows:

Commencing at a $5/8$ " rebar found at a northwest corner of said Soundfold property and being the southwest corner of the property conveyed to Concorde Group, Ltd, in Official Records Book 4250, Page 124;
 thence traversing said Soundfold property S 17°08'29" E - 93.08' to an iron rod with a cap stamped "CLOYD 7255" on the northwest corner of the Lease Area;
 thence with the north line of said Lease Area S 83°05'30" E - 20.00' to the True Point of Beginning of the Access & Utility Easement;
 thence leaving said Lease Area N 06°54'30" E - 83.00' to a point;
 thence S 83°05'30" E - 467.11' to a point on the east property line of said Soundfold property and being on the apparent west right-of-way line of Pioneer Boulevard;
 thence with said property line and said apparent right-of-way S 05°42'15" W - 30.01' to a point;
 thence leaving said Pioneer Boulevard and traversing said Soundfold property N 83°05'30" W - 402.74' to a point;
 thence along a curve to the left with a radius of 15.00' and a chord of S 51°54'30" W - 21.21' to a point;
 thence S 06°54'30" W - 38.00' to an iron rod with a cap stamped "CLOYD 7255" on the northeast corner of said Lease Area;
 thence with the north line of said Lease Area N 83°05'30" W - 50.00' to the point of beginning, containing 16,721.02 square feet.

PREPARED FOR:



PERRY CLOYD

FOR:



1012 S 4th Street, Suite 101
 Louisville, Ky 40203
 Phone: (502) 636-5111
 Fax: (502) 636-5263

SITE NUMBER:
 OH0506

SITE NAME:
 PARVENU 2

SITE ADDRESS:
 PIONEER BOULEVARD
 SPRINGBORO, OH 45066

LEASE AREA:
 4,900.00 SQ.FT.

PROPERTY OWNER:
 SOUNDFOLD, INC
 9200 SR 48 #4
 DAYTON OH 45458

PARCEL NUMBER:
 419440004

SOURCE OF TITLE:
 O.R. 1592, PG. 208

DWG BY: SNS FIELD DATE: DRAFT DATE:
 CHKD BY: PC 04.30.24 05.06.24

FSTAN PROJECT NO.:

24-12041

SHEET 2 OF 2

REVISIONS:

70'X70' LEASE - 05.23.24

FINAL (S&S) - 05.28.24

DISTANCE TO ROAD - 03.07.25

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 10,000.
 TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
 I hereby certify that this plat and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.
 This survey and plat meets or exceeds the minimum standards of the governing authorities.
 This property is subject to any recorded easements or right of ways not shown hereon.

PERRY CLOYD

OH. Reg. No. 7255

SYMBOL LEGEND

- CALCULATED POINT
- #5 REBAR CAPPED TO BE SET AT TIME OF CONSTRUCTION
- EXISTING IRON PIN (UNLESS OTHERWISE NOTED)

TowerCo 026

RAWLAND

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 • mike@mfpeng.com

May 12, 2025

TowerCo

Re: Proposed 120-ft Monopole
Located in Warren Co., OH: Site #OH0506 Parvenue 2
MFP #23525-004 / TAPP TP-24189

I have been asked to address questions from the jurisdiction regarding the development of this communication site. Communication structures are designed in accordance with the Telecommunications Industry Association TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This design standard is referenced by the current Ohio Building Code and is the successor to the earlier Electronic Industries Association EIA/TIA-222-F.

I have designed this monopole support an initial wireless carrier, with reserve capacity to support (3) three additional future tenants (Four carriers total). This pole has been designed to withstand a wind speed of 107 mph as recommended by TIA-222-H for Warren County. *The design also conforms to the requirements of the 2024 Ohio Building Code.*

This monopole has been intentionally designed to accommodate a theoretical fall radius. The upper 72' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 48' elevation. The yielded section is designed to swing down and rest on the ground, resulting in an approximate 55' fall radius.

Monopoles are designed to prevent unauthorized climbing by limiting step-bolts to 10' + above grade.

This pole will be finished with a hot galvanizing coating resulting in a gray color.

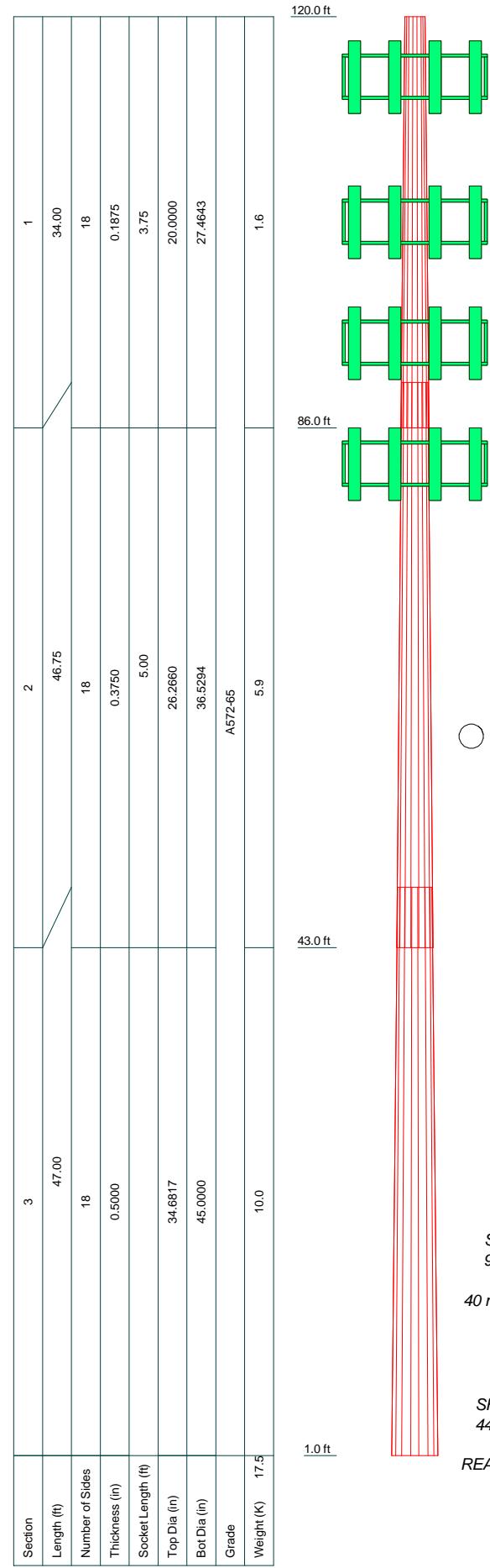
The structure has been designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.





DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
EPA 42,000 in ²	115	EPA 20,000 in ²	93
Heavy Duty Sector Mounts with Stiff Arms	115	Heavy Duty Sector Mounts with Stiff Arms	93
EPA 20,000 in ²	103	EPA 13,500 in ²	83
Heavy Duty Sector Mounts with Stiff Arms	103	Heavy Duty Sector Mounts with Stiff Arms	83

MATERIAL STRENGTH

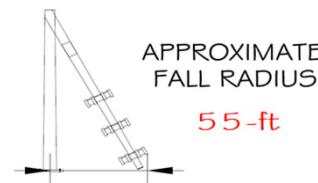
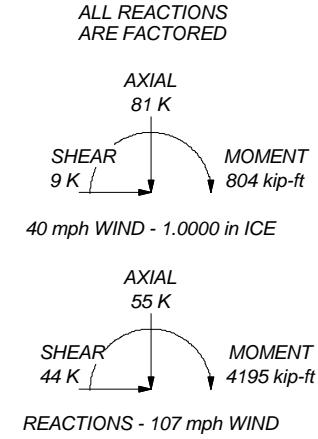
GRADE	F _y	F _u	GRADE	F _y	F _u
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

1. Tower designed for Exposure C to the TIA-222-H Standard.
2. Tower designed for a 107 mph basic wind in accordance with the TIA-222-H Standard.
3. Tower is also designed for a 40 mph basic wind with 1.00 in ice. Ice is considered to increase in thickness with height.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category II.
6. Topographic Category 2 with Crest Height of 73.00 ft
7. TOWER RATING: 99.9%

Additional Notes:

- Bulk EPA wind loading takes no reductions for shielding or directional factors.
- Pole designed with a verifiable engineered yield point to satisfy a maximum fall radius requirement.
- Foundation designed to a maximum of 90% capacity
- Design also meets the requirements of the latest TIA-222-I Standard



Preliminary Design
Not For Fabrication

Estimated Total Structure Wt. = 18663 lbs



Design may not be used without written permission from Michael F. Plahovinsak, PE

Michael Plahovinsak, P.E.

18301 State Route 161
Plain City, OH 43064
Phone: 614-398-6250
Email: Michael.Plahovinsak@mfpeng.com

Job: 120-ft Monopole - MFP #23525-004 r1

Project: OH0506 Parvenue 2

Client: 25-0011 r1 Drawn by: JC App'd:
Code: TIA-222-H Date: 04/01/25 Scale: NTS
Path: C:\Users\jome\Dropbox\MFP Engineering Files\Projects\235-TAPP23525-004\23525-004.r1.dwg Dwg No. E-1

BASE PLATE: 2.5" x 58.5" ROUND (50 KSI)
ANCHOR BOLTS: (18) ANCHORS ON 52.5" B.C.
2.25 in. A615 GR. 75 X 7'-0"

TowerCo 028

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between **SOUNDFOLD, INC.**, an Ohio corporation ("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 Springboro, County of Warren, State of Ohio, commonly known as S. Pioneer Blvd., Springboro, OH 45066 (Parcel ID No. 419440004) (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor an area that is seventy feet (70') wide and seventy feet (70') deep and approximately four thousand and nine hundred (4,900) square feet of the Parent Parcel (the "Premises") as described or identified in Exhibit "B" annexed hereto.

In addition to leasing the Premises, during the Term Lessor grants to Lessee a non-exclusive license within the area identified in Exhibit "B" (the "Access Area") for the purpose of installing utilities (including but not limited to electrical power and fiber) to serve the Improvements, hereafter defined, and for vehicular ingress and egress from the public street adjoining the Parent Parcel to the Premises. Lessee shall be permitted to improve the Access Area with a driveway (or, if Lessor installs a driveway within the Access Area, use such driveway) in connection with its right of ingress and egress and installation of utilities. Lessor, its tenant(s) of the remainder of the Parent Parcel, and their respective employees, contractors, agents, and invitees shall be permitted to use the Access Area and any improvements that Lessee may construct for ingress and egress within the Access Area and install a driveway and other improvements within the Access Area for ingress, egress, and other purposes that are not inconsistent with the rights granted to Lessee, provided, however, that if Lessor plans to pave the driveway, it shall consult with Lessee to ensure that Lessee still has sufficient access to any of its underground utilities. Neither Lessor, its tenant(s) of the remainder of Parent Parcel, or their respective employees, contractors, agents, or invitees shall block, obstruct, or take any action to prevent Lessee, its licensees, sublessees, and their respective employees, contractors, agents, and invitees from using the Access Area for the permitted purposes. Neither Lessee, its licensees, sublessees, or their respective employees, contractors, agents, or invitees shall block, obstruct, or take any action that would prevent any of Lessor, its tenant(s) of the remainder of the Parent Parcel, or their respective employees, contractors, agents, or invitees from using the Access Area for ingress, egress, and other purposes that are not inconsistent with the rights granted to Lessee, including the right to construct a driveway within the Access Area.

Lessor makes no representation or warranty to Lessee regarding the condition of the Premises or Access Area. Lessee agrees to lease the Premises and use the Access Area in their "as-is" condition, except for outstanding violations.

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 within the Premises, maintenance, operation, subleasing and licensing of one (1),

monopole free standing tower (the "Tower"), antennas attached to the Tower and buildings constructed within the Premises, and buildings to support the operation of the wireless communication signals, 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 by, through, and over the Access Area. 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. Lessor shall not be required to incur any expense or undertake any obligation in connection with such Governmental Approvals. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, as Lessee's sole and exclusive remedy, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The initial term of this Lease shall commence on the date Lessee begins construction of the Improvements (as defined in Paragraph 6(a)) or the second (2nd) anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Initial Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as the Initial Term 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 Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term are collectively referred to in this Lease as the "Term."

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of [REDACTED] ("Rent"). 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. Rent shall be increased on each anniversary of the Commencement Date by [REDACTED] over the Rent payable during the immediately preceding year. 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. Rent shall be paid without notice, demand, or, except as expressly provided in this Agreement, offset.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of [REDACTED].

6. Improvements; Utilities; Access.

(a) Subject to paragraph 6(f), Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises the Tower and related improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). Notwithstanding anything contained in this Lease to the contrary, in no event shall the Tower

exceed the greater height of: (i) one hundred twenty feet (120'); or (ii) if less than one hundred twenty feet (120'), that which is approved by the appropriate zoning jurisdiction without Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed. Other than the Tower, Lessee shall not erect any other pole, cell tower, building, or other structure that is more than twenty feet (20') in height above the grade as of the Effective Date. The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Subject to the terms of this Agreement, including, but not limited to, the restriction regarding the height of the Tower and other poles, towers, buildings, and other structures set forth in this paragraph, 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.

(b) Lessee, at its expense, shall remove all of the Improvements, up to three (3') feet below grade, not later than one hundred eighty (180) days following any termination of this Lease and will restore the Premises to substantially the condition existing on the Commencement Date. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions within the Premises and Access Area and to trim, cut, and keep trimmed and cut all tree limbs immediately adjoining the Premises or Access Area which may interfere with or fall upon the Improvements, Premises, or Access Area.

(c) Subject to paragraph 6(f), 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, (or through third party easements, if necessary) 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 on the Premises). Subject to paragraph 6(f), Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Access Area, 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 within the Access Area without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). If the utility provider requires an easement in order to install service to the Premises within the Access Area, Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service in a form approved by Lessor which may be filed of record evidencing this right.

With respect to all Improvements, utilities, equipment, and all other alterations, additions, and improvements, Lessee and, as applicable, its licensees and sublessees, shall obtain all required permits and approvals prior to the installation of Improvements, utilities, equipment and alterations, additions, and improvements, and Lessee shall keep (or cause to be kept) all Improvements, utilities, equipment and alterations, additions, and improvements in good condition, order, and state of repair.

(d) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and Access Area, to perform or cause to be performed test borings of the soil upon the Premises solely to determine Lessee's needs to construct the Improvements, environmental audits, engineering studies and to conduct a survey of the Premises, the Access Area, and all or part of the Parent Parcel. Except for test borings of the soil for the purpose noted above and an environmental audit (Phase I), Lessee shall not conduct any invasive tests or inspections on the Premises, the Access

Area or Parent Parcel without Lessor's prior written consent. 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, subject to Lessor's right to approve the area(s) of the Parent Parcel used for such purposes and provided that occupants of the remainder of the Parent Parcel are not unreasonably disturbed or interfered with. Lessee shall give Lessor prior notice of Lessee's intent to use any part of the Parent Parcel other than the Premises for such purpose. Such notice shall identify the area Lessee intends to use, the purpose, and the duration of the use. All materials, equipment, and other property of Lessee and its contractors shall be kept and stored on the Premises and Parent Parcel at the sole expense and risk of Lessee and/or its contractors. Regarding the actions of Lessee pursuant to this subparagraph 6 (d), Lessee shall indemnify, defend, and hold harmless Lessor, all tenants of the Parent Parcel, and their respective shareholders, members, owners, employees, and agents from losses, claims, damages, and expenses for (i) all injuries and damage to property arising from Lessee and its contractor's use of the Access Area, Premises, and Parent Parcel and (ii) from the negligence and willful misconduct of Lessee, its employees, contractors, and agents.

(e) Lessor warrants that Lessee shall at all times during this Lease have the non-exclusive right to use the Access Area for 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. If such public road ceases to exist in the future, Lessor will grant a non-exclusive license 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 at another location on the Parent Parcel mutually agreeable to Lessor and Lessee. Lessee shall be responsible for obtaining any access permit to the public road.

(f) Notwithstanding anything contained in this Agreement to the contrary, the right of Lessee and its licensee(s) and sublessee(s) to use the Premises for the Intended Use and to install, maintain, and operate the Improvements, and make alterations and additions to the Improvements, and make additional improvements within the Premises or Access Area is subject to Lessee (or its licensee or sublessee) obtaining all Governmental Approvals. Lessor makes no representation or warranty to Lessee that Lessee and/or its licensee(s) and sublessee(s) may use the Premises for the Intended Use, or install, maintain, and operate the Improvements, and make alterations and additions to the Improvements, and make additional improvements within the Premises or Access Area. This Lease and Lessee's obligations shall not be affected or altered if Lessee and/or any of its licensees or sublessees are unable to obtain or retain any or all Governmental Approvals, except for Lessee's right to terminate the Lease pursuant to Section 8.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that, until this Lease expires or is terminated, other than this Lease, Lessor shall not enter into a lease or other agreement permitting the installation and

operation of a commercial wireless communication tower or other facility on the Parent Parcel. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

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

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

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

(c) By Lessee for any reason upon written notice from Lessee to Lessor. If Lessee elects to terminate the Lease pursuant to this paragraph, then provided Lessee has not commenced construction of any improvements, whether to the Premises or the Access Area, Lessee shall not be obligated to pay a termination fee to Lessor. If Lessee elects to terminate the Lease pursuant to this paragraph (c) after the date Lessee commences construction of improvement to the Premises or the Access Area, then Lessee shall be required to pay a termination fee equal to nine (9) months' Rent, based upon the monthly Rent rate at the time the termination is effective. The termination fee shall be paid to Lessor with Lessee's notice of termination, otherwise the termination notice shall not be effective until such payment is received by Lessor.

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 shall give Lessor prompt notice of each license, sublease, or other occupancy agreement. Lessee shall require each licensee, sublessee, and other occupant to agree in writing that it is subject to the terms of this Agreement. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Two Hundred and No/100 Dollars (\$200.00) per month ("Co-Location Rent") under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a commercial wireless carrier (such as Verizon, AT&T, Sprint or T-Mobile); and (ii) Lessee shall not be required to pay Lessor the Co-Location Rent for the first or initial Sublease ("Anchor Tenant"). In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or

terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third party beneficiary of any Sublease. Subject to obtaining all necessary permits and approvals and the terms and limitations of this Agreement, 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. Subject to obtaining all necessary permits and approvals and the terms and limitations of this Agreement, 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. Notwithstanding the foregoing to the contrary, no additional pole or cell tower shall be erected or installed. 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 within the Access Area and 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 real property taxes and assessments, and other taxes assessed on the Improvements. If any tax is imposed on Lessor in connection with the Lease and the payment of rent, other than Lessor's net income taxes, Lessee agrees to reimburse Lessor for such tax(es) within thirty (30) days after notice from Lessor. Lessor shall pay when due all real property taxes and assessments attributable to the Premises. In the event that Lessor fails to pay when due any taxes affecting the Premises, 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, the Access Area 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 Lessee gives Lessor notice by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises or the Access Area, or a portion sufficient in Lessee's determination, to render the Premises or the Access Area 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 the Access Area, or a portion of it. Lessor and Lessee shall be entitled to make their own separate claim for damages or condemnation proceeds with respect to any such taking. A sale of all or part of the Premises or the Access Area

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 procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. 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, Access Area, Parent Parcel, and Improvements. Lessee shall cause Lessor to be named as an additional insured under Lessee's liability insurance coverage and upon request, but not more than once annually, shall provide Lessor with an insurance certificate evidencing such coverage and that Lessor is an additional insured. Lessee shall cause each licensee and sublessee to carry at least the same amount of liability insurance that Lessee is required to carry, to name Lessor as an additional insured under such liability insurance coverage, and upon Lessor's request, but not more than once annually, provide Lessor with an insurance certificate evidencing such coverage. Lessee's liability insurance and the liability insurance maintained by each licensee and sublessee shall be primary and non-contributory as to incidents arising out of or in connection with Lessee's use of the Premises, Access Area, and Parent Parcel, and shall include a waiver of subrogation in favor of Lessor. 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 and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees, contractors, and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which unreasonably interferes with Lessee's Intended Use of the Premises. If such interference is not remedied within fifteen (15) days after written notice is given by Lessee to Lessor, such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference; provided, however, if the such interference cannot be remedied within such fifteen-day period, prior to Lessor being in material breach, Lessor shall have such additional period of time as may be required to effect the remedy so long as Lessor commences the remedy within such fifteen-day period and thereafter diligently completes such remedy. In the event of Lessor's material breach, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that to Lessor's actual knowledge without inquiry, neither Lessor nor a 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 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 in violation of any law or regulation. Lessee agrees that Lessee, its licensees, sublessees, and their respective employees, contractors, agents, and invitees will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises or Parent Parcel 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 in violation of applicable laws through no fault of Lessee, Lessee's licensees, sublessees or their respective employees, contractors, agents, or invitees after Lessee takes possession of the Premises.

16. Environmental Indemnities.

(a) Lessor shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the release of Hazardous Materials upon, about or beneath the Parent Parcel caused by Lessor or its employees, agents, contractors, or invitees, or arising in any manner whatsoever out of any activities thereon by Lessor, its employees, agents, contractors, or invitees.

(b) Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages arising from the release of Hazardous Materials upon, about, or beneath the Premises and/or Parent Parcel caused by Lessee, its licensees, sublessees, or their respective employees, agents, contractors, or invitees, or arising in any manner as the result of any activities thereon by Lessee, its licensees, sublessees, or their respective employees, agents, contractors, or invitees.

(c) Without limiting the obligations and liability of each party under the foregoing paragraphs (a) and (b), the responsible party shall, at its sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Premises which are required by any federal, state or local governmental agency or political subdivision necessitated from the presence upon, about or beneath the Parent Parcel and/or Premises of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Premises the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions required under applicable law.

(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: Soundfold, Inc
Address: 9200 State Route 48 #4

Dayton Ohio 45458
Attention: Tony Sickels
Phone: 937-885-5100
Email: tsickels@soundfold.com

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attn: Property Management
Site ID #: OH0506

18. Title and Quiet Enjoyment. Lessor warrants and represents that as of the Effective Date (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 or mortgages, other than the lien for real estate taxes and assessments not yet due and payable; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises, other than those matters of record and applicable laws; (iv) 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 may be leased without the need for any subdivision or platting approval. Excluding Lessee's use of the Premises, Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that upon Lessee paying all Rent and other amounts due under the Lease and performing all of Lessee's obligations under the Lease, Lessee shall have the quiet enjoyment of the Premises and the Access Area during the term of this Lease from Lessor and any person claiming by, through, or under Lessor. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including reasonable attorneys' fees associated with a breach of the foregoing covenants. 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.

19. Occurrence of Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by a party that is not remedied within fifteen (15) days after written notice is given to such party, then such party shall be in default ("Default"). Provided, however, if the such breach or nonperformance cannot reasonably be remedied within such fifteen-day period, such party shall have such additional period of time as may be required to effect the remedy so long as such party commences the remedy within such fifteen-day period and thereafter diligently completes such remedy. The party who is not in Default shall have the option to pursue any one or more of the following remedies without additional notice or demand: (a) at its sole election, terminate the Lease, provided, however, Lessor may terminate the Lease only in the event of a monetary default by Lessee that has not been cured within such fifteen-day period; (b) without being obligated and without waiving the Default, cure the Default, whereupon the party who is in Default shall pay to the other party, upon demand, all reasonable costs expenses, and disbursements incurred to cure the Default or enforce this Agreement, including, but not limited to, reasonable attorneys' fees, and, if Lessor is in Default, 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) pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to such Default.

20. Assignment. Upon written notice to Lessee, Lessor is permitted to sell, assign, or transfer this Lease, subject to the provisions of Paragraph 25, if applicable, and provided 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 the assignment. Other than in connection with the sale, assignment, or transfer of this Lease, 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 Lessor. Lessee shall give prompt notice of such assignment. Provided that Lessee's assignee assumes in writing all of Lessee's obligations under the Lease from and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, arising from and after the effective date of the assignment. 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. If Lessor is provided with the name and a current mailing address of Lessee's Secured Parties, Lessor agrees to notify Lessee and Lessee's Secured Parties 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 Lessor is provided with the name and a current mailing address of Lessee's Secured Parties and Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties 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 with respect to this Section only.

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. Intentionally omitted.

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, its licensees, sublessees, and their respective employees, agents, contractors, and invitees. 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, and contractors. The duties described herein survive termination of this Lease.

25. Right of First Refusal. If Lessor desires to accept a bona fide offer (i) to sell or otherwise transfer to a Third Party Competitor, hereafter defined, all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a Third Party Competitor by easement, or other legal instrument, an interest in and to any portion of the Premises (including but not limited to assignments of rental streams associated with this Lease)[(i) or (ii) being a "Transaction"], Lessor grants to Lessee the right of first refusal to complete such Transaction on the same terms and conditions of such bona fide offer. Lessor shall provide Lessee with a copy of the bona fide offer together with a notice of the offer. Lessee shall have fifteen (15) days after Lessor gives such notice to Lessee to exercise the right of first refusal to complete the Transaction in accordance with the terms of the bona fide offer. Lessee shall exercise the right of first refusal to complete the Transaction in accordance with the bona fide offer by giving Lessor affirmative written notice prior to the end of such fifteen-day period. If Lessee fails to give written notice to Lessee affirmatively electing to complete the Transaction in accordance with the terms of the bona fide offer within fifteen (15) days Lessor gives such notice, Lessee's right of first refusal with respect to such Transaction is deemed waived and Lessor may proceed with the Transaction in accordance with the terms of such bona fide offer. Any waiver by Lessee of its right of first refusal shall not be deemed a waiver of any future rights of first refusal. If Lessee fails to timely exercise Lessee's right of first refusal, upon Lessor's request Lessee agrees to promptly execute and deliver to Lessee an acknowledgement that Lessee failed to timely exercise Lessee's right of first refusal of such bona fide offer upon terms reasonably acceptable to Lessee. Time is of the essence for both Lessee giving Lessor notice exercising Lessee's right of first refusal and, if Lessee exercises its right of first refusal, completing the Transaction. For purposes of this Section a "bona fide offer" may be in the form of a (i) written offer to complete a Transaction from a Third Party Competitor, (ii) a signed letter of intent by Lessor and a Third Party Competitor setting for the terms of the Transaction (whether binding or non-binding), or (iii) a contract to complete a Transaction signed by Lessor and a Third Party Competitor. A condition in any such bona fide offer that the Transaction is contingent upon Lessee not exercising Lessee's right of first refusal shall not cause such offer, letter of intent, or contract to not be a bona fide offer and such contingency shall not be considered part of the terms of the Transaction if Lessee timely exercises its right of first refusal. Additionally, for purposes of this Section, a "Third Party Competitor" is a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in, or leasing wireless communication infrastructure.

26. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(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) All obligations of a party to indemnify, defend, and/or hold the other party (and others) harmless set forth in this Agreement shall survive the expiration or the Term or the termination of the Lease, as applicable.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated. The parties agree that the venue for any litigation between the parties arising from this Lease shall be filed only in the federal and state courts serving Warren County, Ohio. The parties hereby consent to the venue and submit to the personal jurisdiction of said courts. Each party waives its right to trial by jury.

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

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

(h) Lessee may obtain title insurance on its interest in the Premises, at Lessee's sole expense. In the event the Premises is encumbered by a mortgage, Lessor agrees to request that the mortgage holder execute and deliver 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, so long as Lessee and its sublessees and licenses are not in Default; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust. Lessee agrees to promptly execute and deliver such subordination and non-disturbance agreement.

(i) Lessor agrees to reasonably cooperate with 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, provided that all of the foregoing shall be without cost or obligation to Lessor.

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

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

(l) Lessor and the shareholders, members, partners, and/or owners of Lessor shall have absolutely no personal liability with respect to any provision of this Lease or in connection with this Lease.

27. Confidentiality. Lessor shall not disclose to any third party the Rent payable by Lessee under this Lease, or any other financial terms of the Lease, and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers of the Parent Parcel, the Premises, an easement including the Premises, and/or Lease (including but not limited to Third Party Competitors, such to Section 25), prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the

disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

[SIGNATURES BEGIN ON NEXT PAGE]

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

LESSOR:

SOUNDFOLD, INC., an Ohio corporation

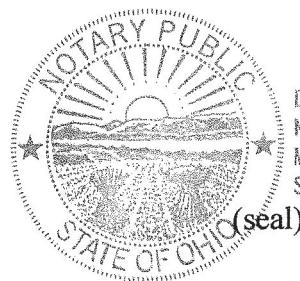
By: MS
Name: Michael Sickels
Title: President
Date: 7-2-2024

LESSOR ACKNOWLEDGEMENT:

STATE OF OHIO)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 2nd day of July, 2024 by Michael Sickels, President of Soundfold, Inc., an Ohio corporation, on behalf of the Ohio corporation. This is an acknowledgement clause; no oath or affirmation was administered to the signer.

DL
Notary Public
Print Name DAVID L. LAYMAN
Title (and Rank): Attorney
My commission expires: None
Serial Number, if any: NONE



David L. Layman, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.
(seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: Mike S. Jr
Name: Mike Smith
Title: CFO
Date: 7/9/24

LESSEE ACKNOWLEDGEMENT:

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

The foregoing instrument was acknowledged before me this July 9, 2024 (date) by
Mike Smith, the CFO of TowerCo 2013 LLC, a Delaware limited liability company, on behalf of
the limited liability company.

Jill E. Harvey
Notary Public
Print Name Jill E. Harvey
Title (and Rank): Notary Public
My commission expires: 7/26/2025
Serial Number, if any: _____

(seal)

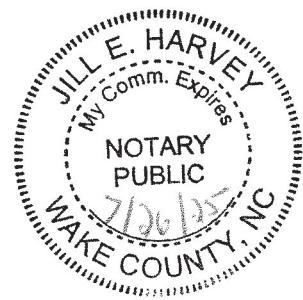


EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

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

SITUATED IN SECTION 19, TOWN 2 EAST, RANGE 5 NORTH, CITY OF SPRINGBORO, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE EASTERLY SECTION LINE OF SECTION 19 WHERE IT INTERSECTS WITH THE CENTERLINE OF LOWER SPRINGBORO ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S. 70 DEG. 15' 49" W., A DISTANCE OF 128.54 FEET TO A 5/8" IRON PIN FOUND;
- 2) N. 84 DEG. 47' 19" W., A DISTANCE OF 785.50 FEET TO A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF PIONEER BOULEVARD (60' RIGHT OF WAY) EXTENTION RIGHT OF WAY DEDICATION (PLAT BOOK 30, PAGE 24) AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) N. 84 DEG. 47' 19" W., A DISTANCE OF 336.72 FEET TO A RAILROAD SPIKE FOUND;
- 2) N. 75 DEG. 07' 48" W., A DISTANCE OF 132.33 FEET TO A RAILROAD SPIKE FOUND;
- 3) N. 70 DEG. 14' 00" W., A DISTANCE OF 37.46 FEET TO A RAILROAD SPIKE SET;

THENCE LEAVING SAID CENTERLINE AND ALONG A NEW DIVISION, N. 41 DEG. 44' 07" W., A DISTANCE OF 452.03 FEET TO A 5/8" IRON PIN SET; THENCE ALONG A NEW DIVISION LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S. 86 DEG. 08' 15" E., A DISTANCE OF 300.62 FEET TO A 5/8" IRON PIN SET;
- 2) S. 03 DEG. 51' 45" W., A DISTANCE OF 52.50 FEET TO A 5/8" IRON PIN SET;
- 3) S. 84 DEG. 56' 00" E., A DISTANCE OF 525.00 FEET TO A 5/8" IRON PIN SET IN THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED PIONEER BOULEVARD EXTENSION;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S. 03 DEG. 51' 45" W., A DISTANCE OF 296.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.500 ACRES MORE OR LESS. THE ABOVE DESCRIPTION WAS PREPARED BY RW CONSULTANTS, INC., ENGINEER AND SURVEYORS, MIDDLETOWN, OHIO, KENNETH R. COMBS, OHIO PROFESSIONAL SURVEYOR NO. 7311 AND IS RECORDED IN VOLUME 105 PAGE 32 OF THE WARREN COUNTY ENGINEERS RECORD OF LAND SURVEYS.
PARCEL ID NO:

PARCEL ID NO. 419440004

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 70' x 70' (4,900) square foot tract of land, together with the right to use the Access Area for ingress, egress and utilities described or depicted as follows:

(see attached)

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

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

