

Via FedEx.

February 9, 2018

Dennis Richardson, PSD
City of Wauseon
230 Clinton Street
Wauseon, Ohio 43567

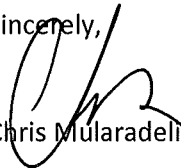
**RE: Access & Utility Easement
FA # 14254210**

Dear Mr. Richardson:

Please find enclosed 3 original copies of the Access and Utility Easement Agreement (the "Agreement") along with a check made payable to the City of Wauseon for \$3,000 which is the agreed upon payment for the Agreement. Please execute all copies of the Agreement and return 2 of them using the enclosed self-addressed FedEx slip.

We ran title on the parcel and per our title commitment it appears that title is vested in the Village of Wauseon. Can you provide the resolution which shows how the City obtained ownership of the land? Was it a merger of some type? Please advise.

Sincerely,



Chris Mularadellis

Prepared by and Return to:

**Tillman Infrastructure LLC
152 West 57th Street, 8th Floor
New York, New York 10019
Tel: (646) 354-7603
FA# 14254210**

ACCESS AND UTILITIES EASEMENT AGREEMENT

This Access and Utilities Easement Agreement ("Agreement") is entered as of this _____ day of _____, 2018, by and among City of Wauseon, whose address is 230 Clinton Street, Wauseon, OH 43567 ("Grantor"), and Tillman Infrastructure LLC, a Delaware limited liability company, whose address is 152 W. 57th Street, New York, New York 10019 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Fulton County, State of OH, located in the West half (W. 1/2) of Section 14 and the Northeast quarter (N.E. 1/4) of Section 15, both of T. 7N., R. 6E., Clinton Township, Fulton County, Ohio, containing approximately 8.5 acres more or less.

AND BEING the same property conveyed to Village of Wauseon, Ohio from Detroit, Toledo and Ironton Railroad Company, a corporation by Corporation Quit Claim Deed dated February 01, 1980 and recorded February 14, 1980 in Deed Book 230, Page 372, with a tax parcel no. 06-016983-00.000 (the "Grantor Property"), and as is more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantee has entered into an Option and Lease Agreement (the "Lease Agreement") with Robert E. Spengler, Scott J. Spengler and Michael N. Spengler, Trustees of The Spengler Family Irrevocable Trust, Dated November 29, 2016 (the "Landlord"), dated November 1, 2017, as evidenced by that Memorandum of Option and Lease Agreement dated November 1, 2017, pursuant to which Grantee has leased a portion of the Landlord's Property located at Linfoot Street, Parcel # 06-015624-00.000 and 06-015788-00.000 in Volume # 227, Page 806, Record of Deed, Fulton County, Ohio ("Landlord's Property") (said portion of Landlord's Property being referred to herein as the "Tower Site") for the purpose of constructing, maintaining and operating a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto. The Tower Site is described in said Lease Agreement; and

HEREAS, convenient access to and from the Tower Site is over and across the Grantor Property; and

WHEREAS, Grantee desires to obtain the consent of Grantor for Grantee to use the Grantor Property and to further provide for the grant by Grantor to Grantee of an easement over, under, across and upon the Grantor Property pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference.** The foregoing recitations are incorporated herein by this reference.

2. **Easement.** Grantor hereby conveys and grants to Grantee, its successors, agents, and assigns, and Grantee accepts from Grantor, a non-exclusive, perpetual appurtenant easement over, under, across and upon the Grantor Property (the "Easement Area"), as is more particularly described on Exhibit B, for the construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, including trucks and construction equipment, and for use as a utility easement for the installation, repair, replacement and maintenance of utility wires, poles, cables, fiber, conduits and pipes, serving the Tower Site, to be used by Grantee, its successors, agents, assigns, representatives, tenants, licensees, contractors, and subcontractors (collectively, "Grantee's Representatives"); together with the right to do all things necessary for such uses and purposes, including, without limitation, to keep the Easement Area cleared of trees, shrubs, undergrowth and other obstructions, including improvements, and to improve the Easement Area as necessary for the uses and purposes described herein. Grantee shall have the obligation to maintain the Easement Area for the duration of this Agreement. Grantee may, in its discretion, prepare a survey of the Easement Area in which case Grantor agrees to execute a recordable amendment to this Agreement to provide notice of the modified description of the Easement Area.

TO HAVE AND TO HOLD the Easement, together with all privileges and appurtenances thereunto belonging, for the uses and purposes aforesaid unto the parties hereto, their successors, agents and assigns in accordance with the terms of this Agreement. And Grantor covenants with the Grantee, that Grantor is seized of the Grantor Property and Easement Area in fee simple, has the right to grant the easements and rights granted herein, that title thereto is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

3. **Term.** The consents and rights granted herein shall exist for the duration of the term of the Lease Agreement ("Term"), and shall terminate automatically upon 180 days following the earlier of the termination or expiration of the Term. Grantor covenants not to do or permit any act or acts that will prevent or hinder Grantee's or Grantee's Representatives' use of the Easement Area. Grantee agrees that expiration or termination of this Agreement, Grantee shall remove from the Easement Area all of Grantee's above grade improvements and restore the Easement Area to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted.

4. **Easement Appurtenant.** Each and all of the covenants and provisions contained herein (a) are made as an appurtenance for the benefit of the Tower Site; (b) will create mutual equitable servitudes upon the Grantor Property and the Tower Site and shall be covenants running with the land; (c) will bind every person having any fee, leasehold, easement, license or other interest in any portion of the Grantor Property or the Tower Site to the extent that such portion is affected or bound by any term, covenant or provision set forth herein; and (d) will inure to the benefit of the parties and their respective successors, agents and assigns as to the Grantor Property and the Tower Site.

5. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio. Any amendment to this Agreement must be recorded in the Official Records of Fulton County, Ohio. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and this Agreement supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided herein. If any term, covenant or condition of this Agreement or the application thereof to either party shall be held to be invalid or unenforceable, then the remaining terms, covenants and conditions of this Agreement shall not be affected thereby, and shall be enforceable to the fullest extent permitted bylaw.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

City of Wauseon

By: _____
Print Name: _____
Title: _____
Date: _____

THE STATE OF _____

COUNTY OF _____

BEFORE ME the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being by me duly sworn, acknowledged to me that he executed the foregoing instrument for the purpose and consideration therein expressed.

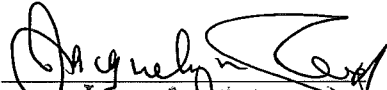
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____ 2018.

NOTARY PUBLIC, STATE OF _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“WITNESSES”

“GRANTEE”


Name: Jacquelyn Reid

Name: _____

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: 
Name: Suruchi Ahuja

Its: AUTHORIZED SIGNATORY

Date: _____

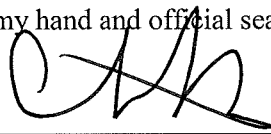
STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On the 9th day of February in the year of 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Suruchi Ahuja Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

My Commission Expires: _____

Commission Number: _____

Chris Mularadellis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

EXHIBIT A

GRANTOR PROPERTY

All of the right-of-way of the Detroit, Toledo and Ironton Railroad Company located in the West half (W. 1/2) of Section 14 and the Northeast quarter (N.E. 1/4) of Section 15, both of T. 7N., R. 6E., Clinton Township, Fulton County, Ohio, containing approximately 8.5 acres core or less.

AND BEING the same property conveyed to Village of Wauseon, Ohio from Detroit, Toledo and Ironton Railroad Company, a corporation by Corporation Quit Claim Deed dated February 01, 1980 and recorded February 14, 1980 in Deed Book 230, Page 372.

Tax Parcel No. 06-016983-00.000

EXHIBIT B

ACCESS AND UTILITY EASEMENTS

The Access, Utility and Fiber Easement is described as follows:

Proposed 20.00' wide and 30.00' wide Access Easement

A 20.00 foot wide Access Easement in that part of the Southwest 1/4 of Section 14, Township 7 North, Range 6 East, City of Wauseon, Fulton County, Ohio, as conveyed to Robert E. Spengler, Scott J. Spengler and Michael N. Spengler, Trustees of the Spengler Family Irrevocable Trust, by Quit Claim Deed recorded in Deed Book 0341 Page 3858 Fulton County Records, and as conveyed to the Village (now City) of Wauseon as tax parcel number 06-015748-01.000, the centerline of which is described as; Commencing at a found monument at the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 14; thence South 89°26'50" West 135.31 feet to a point on the South line of said Section 14, said South line also being the centerline of Linfoot Road (60' wide); thence North 00°33'10" West 1345.79 feet to the Southeast corner of a 100'x100' Lease Area; thence South 89°26'50" West 50.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 00°33'10" East 25.00 feet to Point "A"; thence South 89°26'50" West 30.00 feet to a point and the place of ending of this centerline description. Recommencing at Point "A"; thence South 00°33'10" East 27.00 feet to a point; thence South 27°57'14" East 69.79 feet to a point; thence South 79°46'58" East 27.00 feet to a point; thence South 28°05'13" East 61.74 feet to a point; thence South 20°05'30" East 79.74 feet to a point; thence South 00°34'20" East 29.29 feet to a point; thence South 29°08'20" East 24.16 feet to a point; thence South 41°03'43" East 41.11 feet to a point; thence South 45°19'05" East 16.97 feet to a point; thence South 55°58'06" East 17.42 feet to a point; thence South 48°42'14" East 19.64 feet to a point; thence South 37°51'20" East 13.06 feet to a point and the place of ending of this centerline description. Sidelines to be lengthened or shortened to meet at angle points and to terminate at the following 30 foot wide Access easement. TOGETHER WITH a 30.00 foot wide Access Easement the centerline of which is described as: Recommencing at aforescribed Point "B"; thence South 00°42'32" West 940.74 feet to a point on the northerly Right of Way line of Linfoot Road (60' wide) for the place of ending of this centerline description. The sidelines to be lengthened and/or shortened to terminate and intersect at said Right of Way line.

Proposed 10.00' wide Utility Easement

A 10.00 foot wide easement in that part of the Southwest 1/4 of Section 14, Township 7 North, Range 6 East, City of Wauseon, Fulton County, Ohio, as conveyed to Robert E. Spengler, Scott J. Spengler and Michael N. Spengler, Trustees of the Spengler Family Irrevocable Trust, by Quit Claim Deed recorded in Deed Book 0341 Page 3858 Fulton County Records, and as conveyed to the Village (now City) of Wauseon as tax parcel number 06-016983-00.000 in Corporate Quit Claim Deed recorded in Deed Book 230, Page 372, the centerline of which is described as; Commencing at a found monument at the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 14; thence South 89°26'50" West 135.31 feet to a point on the South line of said Section 14, said South line also being the centerline of Linfoot Road (60' wide); thence North 00°33'10" West 1345.79 feet to the Southeast corner of a 100'x100' Lease Area; thence North 00°33'10" West 5.00 feet along the east line of said 100'X100' Lease Area to THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 89°26'50" East 70.04 feet to a point; thence South 16°04'08" East 119.21 feet to a point; thence South 12°45'33" East 200.00 feet to a point; thence South 00°36'12" West 46.33 feet to a point on the northeasterly line of a 20' wide Access Easement for the place of ending of this centerline description. The sidelines to be lengthened and/or shortened to meet at angle points and to terminate at said northeasterly line of 20' wide access easement.