

SETTLEMENT AGREEMENT

This Settlement Agreement is made this ____ day of ___, 2025, by and among MCT Cumberland Landco, LLC, a Pennsylvania limited liability company; Perry 19MC Devco, LLC, a Pennsylvania limited liability company; Perry Hwy 19 Devco, LLC, a Pennsylvania limited liability company; Rt 19 Reichold Mt, Devco, LLC, a Pennsylvania limited liability company; and Rt 19 Perrymont Mt, Devco, LLC, a Pennsylvania limited liability company (collectively, “Wolfgate”), and the Town of McCandless, a Home Rule Charter Municipality (the “Town”)(Wolfgate and the Town are collectively referred to as the “Parties”).

BACKGROUND

1. Wolfgate is in the business of developing, constructing, operating and maintaining commercial off-premises advertising billboards.
2. Wolfgate has filed several development applications for billboards in the Town, as detailed below.

Application No. 2025 / Allegheny County Court of Common Pleas Docket No. SA 24-611

3. On May 16, 2024, Wolfgate submitted an application seeking a special exception for an “Internally Illuminated LED Double-Faced Off-Premises Pole Sign with each face having an area of 200 feet” to be located on a small, vacant piece of land in the Town at the intersection of McKnight Road, Cumberland Road, and Guenevere Drive, designated for real estate tax purposes as block and Lot 826-L-137 (the “Appeal Property”).

4. The application, designated “Application No. 2025,” proposed a sign with a 60-degree angle between the two sign faces.

5. The Appeal Property is located in the M-C District of the Town.

6. The Town's Zoning Ordinance allows off-premises pole signs as a special exception in the M-C District.

7. On May 23, 2024, at the direction of the Town Zoning Officer, Wolfgate submitted a supplemental application requesting the three variances for the proposed sign (collectively, the "Variances").

8. The Zoning Hearing Board of the Town (the "Board") held hearings regarding Application No. 2025 and the Variances on June 26, 2024 and July 27, 2024.

9. The Board voted to deny Application No. 2025 and the Variances, and circulated its Findings of Fact, Conclusions of Law, and Decision on August 28, 2024 (the "Application No. 2025 Decision").

10. Wolfgate timely appealed the Application No. 2025 Decision to the Allegheny County Court of Common Pleas at Docket No. SA-24-000611 (the "Application No. 2025 Appeal").

Application No. 2030/ Allegheny County Court of Common Pleas Docket No. SA 25-52

11. On July 31, 2024, Wolfgate submitted a second application for a sign on the Appeal Property requesting that the Board grant a special exception for an "Internally Illuminated LED Double-Faced Off-Premises Pole Sign with each face having an area of 200 feet" ("Application No. 2030").

12. The sign had two faces, positioned back-to-back, with no angle between them, which obviated the need for the Variances requested with Application No. 2025.

13. The Board held hearings regarding Application No. 2030 on October 23, 2024 and November 20, 2024.

14. The Board denied Application No. 2030 and issued its Findings of Fact, Conclusions of Law, and Decision on January 3, 2025. (“Application No. 2030 Decision”).

15. Wolfgate timely appealed the Application No. 2030 Decision to the Allegheny County Court of Common Pleas at Docket No. 25-52 on February 3, 2025 (the “Application No. 2030 Appeal”).

16. The Application No. 2025 Appeal and the Application No. 2030 Appeal are collectively referred to as the “Land Use Appeals.”

Perry Highway Applications

17. On November 22, 2024, Wolfgate (through Perry Hwy 19 Devco, LLC) submitted an application for a special exception to construct a sign on 9200 Old Perry Highway Pittsburgh, PA 15237, designated for real estate tax purposes as Block and Lot 825-M-388 (the “9200 Perry Highway Application”).

18. On November 26, 2024, Wolfgate (through Perry 19MC Devco, LLC) submitted an application for a special exception to construct a sign on 9011 Perry Highway, Pittsburgh, PA 15237, designated for real estate tax purposes as Block and Lot 825-R-11 (the “9011 Perry Highway Application”)(the 9200 Perry Highway Application and 9011 Perry Highway Application are collectively referred to as the “Perry Highway Applications”).

19. Pursuant to agreement between Wolfgate and the Board, no hearings have been held regarding the Perry Highway Applications, and all applicable deadlines set forth by the Municipalities Planning Code and the Town Ordinance have been extended.

20. The Parties have met to discuss an amicable resolution to the Land Use Appeals and the Perry Highway Applications.

21. Wolfgate has proposed construction of signs with enhanced aesthetics on alternative sites owned by the Town.

22. Specifically, Wolfgate has proposed a double-faced monument sign to be located on vacant land owned by the Town on the southeast corner of Perry Highway and North Reichold Road, Pittsburgh, PA 15237, designated for real estate tax purposes as Block and Lot 1348-S-500 (“North Reichold Property”).

23. Wolfgate has proposed a double-faced monument sign to be located on vacant land owned by the Town which was formerly right-of-way for a Town-owned roadway over a portion of the property located along McKnight Road, which is designated for real estate tax purposes as Block and Lot 612-C-319 (“McKnight Road Property”).

24. After negotiations, the Parties have reached an agreement for the Town to lease the North Reichold Property and the McKnight Road Property to Wolfgate, and to permit Wolfgate to construct signs with enhanced aesthetics on those properties in exchange for Wolfgate settling the Land Use Appeals and withdrawing the Perry Highway Applications.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, agree as follows:

1. Background. The above Background information is incorporated by reference as if fully set forth herein.

2. Leases. The Town agrees to lease the properties located at the North Reichold Property and the McKnight Road Property to Wolfgate per the terms of the Leases attached hereto as **Exhibit A** and **Exhibit B**.

3. Proposed Double-Faced Monument Sign on the North Reichold Property. Wolfgate shall be permitted to construct and operate a double-faced digital monument billboard

sign on the North Reichold Property substantially similar to the plans attached as **Exhibit C** (“North Reichold Sign”).

4. Proposed Double-Faced Monument Sign on the McKnight Road Property. Wolfgate shall be permitted to construct and operate a double-faced digital monument billboard sign on the McKnight Road Property substantially similar to the plans attached as **Exhibit D** (“McKnight Road Sign”)(the North Reichold Sign and McKnight Road Sign are collectively referred to as the “Signs”).

5. Sign Permits. Upon full execution of this Agreement, Wolfgate may submit its building, sign, electrical and all other necessary permit applications for the construction of the North Reichold Sign and McKnight Road Sign. The Town shall review, comment, and/or approve the sign and electrical permit applications within thirty (30) days of Wolfgate’s submission of its permit applications.

Upon approval of the plans and all required permit applications, the Town shall issue the permits to Wolfgate, provided that the Court has approved this Agreement and the Agreement has been entered as an Order binding the Parties in Land Use Appeals as hereinafter provided.

The Town shall cooperate with Wolfgate in order for Wolfgate to obtain any required permits from the Pennsylvania Department of Transportation (“PennDOT”) for approval and construction of the North Reichold Sign and McKnight Road Sign.

Notwithstanding anything herein to the contrary, Wolfgate shall not be permitted to construct or use either the North Reichold Sign or McKnight Road Sign until all applicable permits are obtained, the Perry Highway Applications are withdrawn, and the Order approving this Agreement and settling the Land Use Appeals has been entered against the Parties.

6. Court Approval. Immediately after the Parties have executed this Agreement, the Parties shall file Consent Motion seeking Court approval of this Agreement and an Order entering this Agreement against the Parties in the Land Use Appeals. A copy of the Consent Motion, a copy of which will be filed under the dockets for both the Application No. 2025 Appeal and the Application No. 2030 Appeal, is attached hereto as **Exhibit E**.

7. Operation of the North Reichold Sign and the McKnight Road Sign.

a. Hours of Operation: The Signs will not operate between the hours of 12:00 midnight and 5 AM.

b. Dwell Time: LED display shall not change, message, or copy on the active area more than once every eight seconds.

c. Transition Time: The transition time from one message to the next will occur instantaneously without any special effects or movement.

d. Ambient Light Sensor: The Signs will incorporate an ambient light sensor that measures the levels of surrounding light and automatically reduce the intensity of illumination during periods of darkness or increase the intensity of illumination during periods of brightness.

e. Brightness/Maximum Luminance: The Signs will not exceed a maximum luminance of: (i) 250 nits(candela/m²) during nighttime hours (dusk until dawn) and (ii) 5,000 nits during daytime hours (dawn until dusk) when the active area is in direct sunlight.

f. Public Service Announcement (PSA): As detailed in the Leases attached hereto as Leases attached hereto as **Exhibit A** and **Exhibit B**, The Signs will provide availability and display time for municipal, civic, and emergency messaging, when

appropriate, important to the traveling public including, but not limited to Amber Alerts or alerts concerning terrorist attacks or natural disasters.

g. Restrictions: The Signs will not:

- i. Advertise adult or sexually oriented businesses or materials,
- ii. Advertise obscene or profane language,
- iii. Emit any verbal or musical announcements or noises,
- iv. Display any moving, flashing, fading, scrolling or animated text or video,
- v. Products or services that are illegal as defined in the leases at Exhibit A and Exhibit B, and/or
- vi. political advertising as defined in the leases at Exhibit A and Exhibit B.

8. Upon the Court's approval of this Settlement Agreement, the Town's issuance of all municipal permits and Wolfgate's receipt of all unappealable third party permits and approvals for the construction of the Signs, including from PennDOT, Wolfgate shall withdraw with prejudice the Perry Highway Applications.

9. Cooperation. The Parties shall cooperate and take all necessary and reasonable steps in order to effectuate the permitting and construction of the Signs in accordance with this Agreement. Specifically, the Town agrees to assist Wolfgate, if necessary, in obtaining any required sign permit(s) from PennDOT.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. Specific Performance and Enforcement of Settlement Agreement. The Parties agree that, in addition to all remedies at law or equity, either may petition the Court of Common Pleas for specific performance and/or enforcement of this Agreement without having to exhaust administrative remedies. The Parties further agree that the Court may retain jurisdiction for purposes of enforcing the terms of this Agreement. The prevailing party in any enforcement action shall be entitled to receive reimbursement of costs and all reasonable attorneys' fees actually incurred from any other party found in contempt by virtue of their breach of this Agreement.

12. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof.

13. Amendment. This Agreement may be amended upon the written consent of the Parties to this Agreement, which shall not be unreasonably withheld. No waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing.

14. Assignment. This Agreement may be assigned by Wolfgate. No assignment shall be effective without the assignee's or successor's written assumption and acceptance of all of the obligations under this Agreement. Wolfgate shall provide written notice of the assignment of this Agreement to the Town along with a copy of the written assumption and acceptance of all of the obligations under this Agreement by the assignee or successor.

15. Time of the Essence. Time, whenever mentioned herein, is of the essence of this Agreement.

16. Governing Law and Construction. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. Since each of the

Parties hereto has had ample opportunity to have this Agreement reviewed by their own attorneys, no language in the Agreement shall be construed for or against any party solely as a result of such language being written or requested by a particular party or that party's counsel.

17. Notices. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guarantying next day delivery, addressed as follows:

If to Wolfgate addressed as follows:

Wolfgate DevCo, LLC
500 Office Center Drive
Suite 400
Fort Washington, PA 19034

with a copy to:

Brittany M. Bloam, Esquire
Meyer, Unkovic & Scott LLP
600 Grant Street, 50th Floor
Pittsburgh, PA 15219
bmb@muslaw.com

If to the Township:

Town of McCandless
9955 Grubbs Road
Wexford, PA 15090

with a copy to:

Stephen L. Korbel, Esquire
Babst Calland
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222

18. Counterparts. This Agreement may be executed in multiple counterparts such that all counterparts together shall create a fully executed and complete Agreement.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year.

Witness/Attest

MCT Cumberland Landco, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

Perry 19MC Devco, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

Perry Hwy 19 Devco, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

Rt 19 Reichold Mt, Devco, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

Rt 19 Perrymont Mt Devco, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

Town of McCandless

Secretary

By: _____

Name: _____

Title: _____

EXHIBIT A

North Reichold Property Lease

Lessor, The Town of McCandless and Lessee, Rt 19 Reichold Mt, Devco, LLC

SIGN LEASE AGREEMENT

This Lease Agreement (the “**Lease**” or “**Agreement**”) dated this ____ day of _____, 2025 (“**Effective Date**”), is by and between THE TOWN OF MCCANDLESS (“**LESSOR**”), and RT 19 REICHOLD MT DEVCO LLC (“**LESSEE**”), or their nominee or assignee. Individually LESSOR and LESSEE may be referred to as “**Party**” and together “**Parties**”.

Background

A. LESSOR is the owner of a vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500) which is attached hereto as **Exhibit “A”**, (“**Lessor’s Property**” or “**Property**”).

B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, subject to all the terms and conditions hereinafter set forth, a portion of Lessor’s Property (with reasonable access over and across same), which shall consist of the area where the supporting structure of the Sign Structure(s) (as defined herein) is/are affixed to the Property, the surrounding area and the airspace above the same identified more particularly on **Exhibit “B”** and **Exhibit “C”** attached hereto (the “**Premises**”).

C. **NOW THEREFORE**, in consideration of the undertakings contained in this Lease, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM.** The “**Term**” of this Agreement shall be Twenty-Five (25) Years and shall commence upon the Rent Commencement as defined herein. This Lease shall be automatically renewed for successive Two (2) Ten (10) Year periods on the same terms and conditions as herein contained (each a “**Renewal Term**”), unless LESSEE delivers written notice to LESSOR (by certified or registered mail) prior to the expiration of the initial Term or any Renewal Term of this Lease then in effect expressing its intent not to renew the Lease. The Term and any Renewal Term(s) are hereinafter collectively referred to as the “**Term**”. Each full consecutive Twelve (12) Month period of the Term immediately following the Rent Commencement is hereinafter referred to as a (“**Lease Year**”).

2. **DEVELOPMENT PERIOD.** The development period of this Agreement begins on the Effective Date and expires the last day of the month during which the Sign Structure(s) is completed and operational. If LESSEE has not completed the Sign Structure(s) within Twelve (12) Months after the Effective Date (“**Development Period**”), LESSEE may elect at its sole option to (i) terminate this Agreement or (ii) begin the Term. Should a decision be pending with a governmental body, utility authority or with a court of competent jurisdiction, the Development Period shall continue during its pendency, until resolution.

3. **RENT.** Commencing on the first day of the calendar month following the date of completion of construction of the of the Sign Structure(s) (“**Rent Commencement**”), LESSEE shall pay rent to the LESSOR in accordance with the attached **Rent Schedule “A”** (“**Rent**”).

4. **PREMISES/LESSEE’S IMPROVEMENTS.** LESSEE, including its agents, shall have the exclusive right to the Premises with reasonable access to the Premises over and across the Property for the purpose of construction, operation, servicing, modification, repair, repositioning, maintenance, and removal of Lessee’s advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the “**Sign Structure(s)**”), including the establishment and/or provision of electrical power to the Sign Structure(s) and placement of incidental and ancillary equipment thereon. All personal property or fixtures installed by or on behalf of LESSEE is collectively referred to as the (“**Equipment**” or “**Personal Property**”) which

LESSOR agrees is not part of the Property. LESSOR further grants LESSEE the right to maintain the visibility to the Sign Structure(s) free of obstructive vegetation and structures during the Term of this Agreement. During the Term, LESSEE shall not advertise any products/services which are; (i) illegal, (ii) which display explicit adult or sexually related products or services, or (iii) constitutes political advertising. **“Political Advertising”** shall mean, but not be limited to, any advertising for the purpose of influencing public opinion with respect to legislative, administrative, or electoral matters, or with respect to any controversial issue of public importance, including the marketing of a political campaign, any communication soliciting funds for, supporting or opposing a candidate or person’s nomination, appointment or election to or an incumbent’s removal from, a public office, position, political party or office of a political party.

5. **APPROVALS:** All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by LESSEE are LESSEE’s trade fixtures, trade names and trademarks, and shall be and remain LESSEE’s exclusive personal property. LESSEE’s ability to construct the Sign Structure(s) is contingent upon LESSEE’s obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Sign Structure(s) (referred to hereinafter collectively as the **“Approvals”**) at LESSEE’S sole cost and expense. The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by LESSEE and/or required for installation and operation of the Sign Structure(s) (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase “final, irrevocable, unappealable and unappealed” shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that LESSEE has approved and agreed to comply with any conditions of approval. LESSOR and LESSEE acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

6. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend, and hold harmless Lessor and its agents for all claims, losses, costs, and damages arising out of or related to Lessee’s use, occupation, maintenance, or removal of the Premises or Sign Structure(s). Insurance shall be maintained in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and Lessor shall be an additional insured. Certificates of insurance shall be delivered annually. This paragraph shall survive termination or expiration of the Lease.

7. **LESSOR’S AND LESSEE’S COVENANTS.** LESSOR covenants and warrants that (i) LESSOR is either the owner, agent of the owner, or authorized lessee of the Property (and LESSOR agrees to provide LESSEE with written proof of such authorization, if requested), (ii) LESSOR has full power and authority to enter into and perform under the covenants of this Agreement, including, without limitation, leasing the Property and authorizing the construction and operation of the Sign Structure(s) at the Premises, (iii) the execution of this Lease by LESSOR and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which LESSOR is a party, including but not limited to any other leases or easement agreements. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees shrubs or other vegetation), or any other object on the Property, or any adjoining or appurtenant property owned or controlled by LESSOR, which would in any manner, partially or completely, obscure or obstruct the unobstructed view(s) of the Sign Structure(s) on the Property from the adjacent roadway(s), nor permit others on LESSOR’s Property to do so (in which case LESSEE has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LESSOR’s expense; and/or (ii) to

cut and/or remove any obscuring or obstructing vegetation at LESSOR's expense). LESSOR shall cause LESSOR's Property, at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at LESSOR's expense. Lessee shall, at its sole cost and expense, keep and maintain the Premises and any portion of the Property used by Lessee in good condition and repair, and in compliance with all applicable laws, ordinances and regulations. Lessor shall not be responsible for repair or maintenance of the Premises or any part of the Sign Structure(s) or related improvements.

8. **NON-DISTRUBANCE.** LESSOR covenants that if, and so long as, LESSEE timely pays Rent and performs the conditions hereof, LESSEE shall peaceably and quietly have, hold and enjoy the Premises and Sign Structure(s) for the Term, subject to the provisions of this Agreement. If the Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, LESSOR and LESSEE agree that LESSOR shall cause each holder of such mortgages or deeds of trust to execute within Fifteen (15) days of LESSEE request a Subordination, Non-disturbance and Attornment Agreement ("SNDA") which agreement shall incorporate provisions (the "**Non-Disturbance Provisions**") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of LESSEE and its successor and assigns in the Premises and assume the obligations of LESSOR under the provisions of this Agreement; and (b) that such holder shall require that any purchaser acquiring LESSOR's Property or the Premises shall assume the obligations of LESSOR under this Agreement so that the rights of LESSEE or those holding under LESSEE shall not be interfered with or affected in any manner whatsoever. If LESSOR does not deliver the required SNDA to LESSEE within such Fifteen (15) day period, LESSEE may terminate this Agreement by written notice to LESSOR at any time prior to the date LESSOR delivers such executed agreement(s) to LESSEE. LESSEE hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of LESSOR subsequently placed upon LESSOR's Property or the Premises after the date of this Agreement (hereinafter referred to as the "**Subsequent Mortgagee**"), provided LESSEE, LESSOR and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions. LESSOR acknowledges that this Agreement and the interests contained in this Agreement run with the Property. The Parties agree to execute a recordable Memorandum of this Agreement, in such form as is attached hereto as Exhibit "D", and further agree to execute any documents necessary to evidence or effectuate this Agreement, including any documents necessary to effectuate its purpose.

9. **ESTOPPEL CERTIFICATE.** Within no more than forty-five (45) days after written request by LESSOR or LESSEE, the other party will execute, acknowledge and deliver to LESSOR or LESSEE a certificate stating: (a) that this Agreement is unmodified and in full force and effect, or, if the Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Agreement have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the LESSEE, LESSEE has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Agreement by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by LESSOR or LESSEE. Any certificate may be relied upon by any prospective purchaser of LESSOR's or LESSEE's assets and any prospective lender of LESSOR or LESSEE. If LESSOR or LESSEE submits a completed certificate to the other party, and such party fails to object to its contents within thirty (30) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct.

10. **LESSEE'S RIGHT TO ENSURE OPERATION/MAINTENANCE.** In the event that, through no fault of LESSEE, (a) LESSEE is unable to secure or maintain the necessary Approvals despite diligent

efforts; (b) a federal, state, or local statute, ordinance, regulation, or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Premises is entirely or partially damaged or destroyed due to a force majeure event; (d) the view of LESSEE's Sign Structure(s) is obstructed or impaired by any object or growth on the Property or neighboring property, not caused by LESSOR; (e) there is a permanent diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s) on Route 19 adjoining the Property for 180 days or more; (f) LESSEE is prevented from maintaining electrical power to or illuminating the Sign Structure(s) due to reasons beyond its control; (g) maintenance is hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE may request a temporary rent abatement, subject to LESSOR's approval, until the issues outlined in "a" through "g" above are resolved. LESSEE may terminate this Agreement only if the issues persist for more than 180 days and cannot be reasonably remedied, upon sixty (60) days written notice to LESSOR. Any Rent paid in advance for the remainder of the Term shall be refunded to LESSEE, prorated to the effective date of termination.

11. **LESSEE'S RIGHT TO CONVEY INTEREST.** LESSEE hereby reserves the right, and said right is granted by LESSOR to LESSEE, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the LESSEE's right, title and interest in this Agreement upon the express and written assumption and compliance by the assignee of all of the obligations of the LESSEE herein named whereupon LESSEE shall be fully discharged from any and all obligations under this Agreement occurring after such transfer and LESSOR shall look solely to the assignee of the LESSEE's interest in this Agreement for the performance of such obligations. LESSEE shall further have the right, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to grant, sell, convey or otherwise transfer all or any portion of the Sign Structure(s), or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of LESSEE, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of LESSEE contained in this Agreement (to the extent not expressly reserved to LESSEE in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

12. **LESSEE'S RIGHT TO GRANT SECURITY INTEREST.** If LESSEE is not in default in any obligation of LESSEE under this Lease, LESSEE may grant a security interest in this Agreement or the Equipment, by assignment or otherwise, without the prior written consent of LESSOR, but with at least thirty (30) days' prior written notice to LESSOR. LESSOR agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by LESSEE's lender or lenders in connection with LESSEE's granting of any such security interest. Any and all liens, claims, demands, or rights, which LESSOR hereafter may acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of LESSEE and LESSOR hereby specifically waives and relinquishes all rights of levy, distress, seizure or execution with respect to any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of LESSEE's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Agreement or of LESSEE's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of LESSEE to be performed hereunder. Upon reasonable prior written notice to LESSOR, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with LESSEE's rights under the Agreement. In the event any lender (or its affiliates or assignees) acquires LESSEE's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify LESSOR within Five (5) business days of such assignment which notice shall include such assignees complete contact information.

13. **DEFAULT.** If LESSEE defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, LESSOR may give LESSEE notice of such default, and if LESSEE does not cure any monetary default within ten (10) days or other default within thirty (30) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such thirty (30) days, and LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by LESSEE ("Event of Default") and LESSOR may terminate this Lease on not less than Thirty (30) days' notice to LESSEE. Upon termination in accordance with this Section 13, LESSEE shall be required to remove the Sign Structure(s) within Ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted ("Removal Period"). Removal of the Sign Structure(s) shall include subsurface footings, appurtenances and any other subsurface improvement and the above grade portions of said Sign Structure(s). Any of LESSEE'S Personal Property remaining on the Premises following such Removal Period, as applicable, shall be deemed to be LESSOR'S property. LESSOR may then choose to remove or dispose of LESSEE'S Personal Property, and LESSEE shall be responsible for any and all costs of such work, including costs to restore any damage to LESSOR'S Property caused by such removal. If LESSOR defaults in the performance of any of the covenants and conditions hereof, LESSEE may give LESSOR notice of such default, and if LESSOR does not cure any default within Thirty (30) days, then in addition to its remedies at law, LESSEE shall have the right to seek specific performance.

14. **CONDEMNATION.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be terminated by LESSEE if the LESSEE is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Sign Structure(s) on the Premises. In the event that all or any part of the Premises or the Property that interferes with LESSEE'S access to the Premises is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property or Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and from the acquiring entity (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition, including, but not limited to, the following: (a) the loss of the use of the Sign Structure(s); (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

15. **ADVERTISING:**

(A) During the Term, LESSEE shall not advertise any products/services which as reasonably determined by LESSOR; (i) are illegal, (ii) pornographic, lewd, obscene in nature, promotes discrimination or violence (gun or otherwise), or would constitute "hate speech". The categorization of 'pornographic, lewd, or obscene' in this Lease encompasses gentlemen's clubs, sexually explicit publications, adult shops and any retail or products that support such adult-entertainment industry. Since the Sign Structure shall remain the property of LESSEE and all content is uploaded for display by LESSEE, it is agreed between the parties that the Sign Structure shall not constitute a 'limited public forum'.

(B) So long as LESSOR holds fee ownership to the Property, LESSOR shall be allowed the use of a portion of the Display following construction, completion and operation subject to the following terms and conditions ("Ad Space"):

a) One 'slot' of advertising on the Display for each Display face which shall be defined as one rotation of advertising copy, on either face of the Display, for not less than eight (8) seconds,

approximately once per minute, for a 24-hour period, 365 days per year. LESSOR may request to change the advertising copy that it would like to be displayed no more than four times per month.

b) LESSOR may only make use of the Ad Space for the advertising benefit and promotion of municipal or community related events, public service announcements, or emergency messaging, and may not sell, assign, transfer, or otherwise relet the Ad Space to any 3rd party for consideration, monetary or otherwise.

c) LESSOR and LESSEE reserves the right to review the size, form, wording, illustration and style of all ad copy to be utilized under this Agreement. In the event either Party finds the content of any copy or advertisement objectionable, they shall provide notice of said objection to the other Party prior to the finalization of any ad copy. The Parties warrant that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state, or local government, governmental agency, or court and shall indemnify the other against any loss, damage, cost, judgment, or expense, including reasonable attorney fees, which either Party may incur by reason of any material or message in said advertisements.

d) The Ad Space and use of the Premises by LESSEE shall comply with all applicable 'Legal Requirements' and 'Governmental Authorities'. As used herein, the phrase "**Governmental Authorities**" shall mean any government or political subdivision or any agency, authority, bureau, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator. As used herein, the phrase "**Legal Requirements**" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, directions and requirements of all Governmental Authorities which now or at any time hereafter may be applicable to or required in connection with the Premises, Sign Structures and Display.

16. **ENTIRE AGREEMENT.** The whole of the parties' agreement is embodied herein, and no stipulation, representation or agreement not contained herein shall bind either party. No modification of this agreement after its execution shall be effective unless reduced to writing, signed by the parties and attached hereto as an addendum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and not by choice of law principles or the laws of any other state.

17. **MISCELLANEOUS.**

a) This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Premises, or (ii) LESSOR's mailing address within thirty (30) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice

b) LESSOR and LESSEE each warrant the other that it has not dealt with any broker or finder with regards to the Premises or this Lease. LESSOR and LESSEE shall each indemnify the other against any loss, liability, and expense (including attorneys' fees and court costs) with respect to any brokerage fees or commissions arising out of any act or omission of the indemnifying party.

c) LESSEE shall separately meter and pay for all electrical power consumed by the Sign Structure(s)

d) LESSEE shall be responsible for paying any ad valorem real estate taxes or other taxes imposed upon the LESSOR or LESSEE by any taxing authority whatsoever, with the exception of the Town of McCandless, that is in any way related to the erection or operation of the Sign Structure on the Property.

e) This Agreement may be executed in one or more counterparts, all of that shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

f) Upon expiration, or earlier termination of the Lease, LESSEE shall be required to remove the Sign Structure(s) within the Removal Period in accordance with those set forth in Section 13 above.

g) LESSOR and LESSEE agree that each section of this Agreement is severable from the remainder, and, if any portion of this Agreement is declared to be void or unenforceable, the remainder of the Agreement shall continue in full force and effect.

h) Each Party to be responsible for their own transaction costs.

i) LESSEE agrees not to permit any liens to stand against the Property for work done or materials furnished to LESSEE, and LESSEE agrees to indemnify and hold LESSOR harmless for any such liens for work performed under this Agreement. Upon receipt of notice that a lien is or may be placed against the Property, LESSEE shall proceed with due haste to have said lien removed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties have set their hands and seals hereto the day and year first written above intending to be legally bound.

LESSEE:

RT 19 REICHOLD MT DEVCO LLC

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RENT SCHEDULE 'A'

Vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090,
McCandless, Allegheny County
(Parcel 1348-S-500)

Five Thousand (\$5,000.00) Dollars annually paid in advance for each Lease Year ("Rent").

EXHIBIT "A"

PROPERTY

All that certain piece or parcel of land situate in the Town of McCandless, Allegheny County, PA, known as an unassessed parcel and a portion of Parcel 1348-S-500 both now or formerly McCandless Township, being more fully bounded and described as follows:

Beginning on the easterly legal right of way line of Perry Highway, S.R. 0019, said point also being on the northerly line of a parcel in the McCandless Rite Aid Lot Plan, as recorded in Plan Book Volume 259, Page 160; Thence along said easterly line of Perry Highway, N 19° 38' 07" W, a distance of 56.82' to a point on the southerly line of the relocated Reichold Road; Thence along said line by a curve to the right, having a radius of 40.00' and an arc distance of 47.41' to a point of tangency; Thence S 80° 19' 53" E, a distance of 207.88' to a point; Thence S 81° 27' 49" E, a distance of 54.00' to a point on the northerly line of said parcel in the McCandless Rite Aid Lot Plan; Thence by said line S 89° 40' 48" W, a distance of 228.24' to a point; Thence S 00° 14' 33" E, a distance of 8.52' to a point; Thence S 89° 36' 10" W, a distance of 17.97' to a point of curve; Thence by a curve to the left, having a radius of 40.00' and an arc distance of 40.45' to a point on the easterly legal right of way line of said Perry Highway, said point also being the Point of Beginning.

EXHIBIT "B"

PREMISES

The proposed location of the Premises is shown on Exhibit "B" hereto and the Sign Structure(s) will be located on the Premises. The specific location of the Premises and Sign Structure(s) and the location of any underground utilities shall be decided after the execution of this Agreement and completion of a survey by LESSEE to determine any underlying conditions (wetlands, topography, site lines, easements, etc. each of which may cause the relocation of the Premises and Sign Structure(s)) and will be shown on a site plan drafted by LESSEE ("Site Plan"). Upon completion of the Site Plan as approved by LESSOR, shall be attached hereto as Exhibit "C" and the Premises as identified on the Site Plan shall thereafter be deemed the Premises for all purposes under this Agreement. In the event of an inconsistency between Exhibit "B" and the Site Plan, the Site Plan shall control.

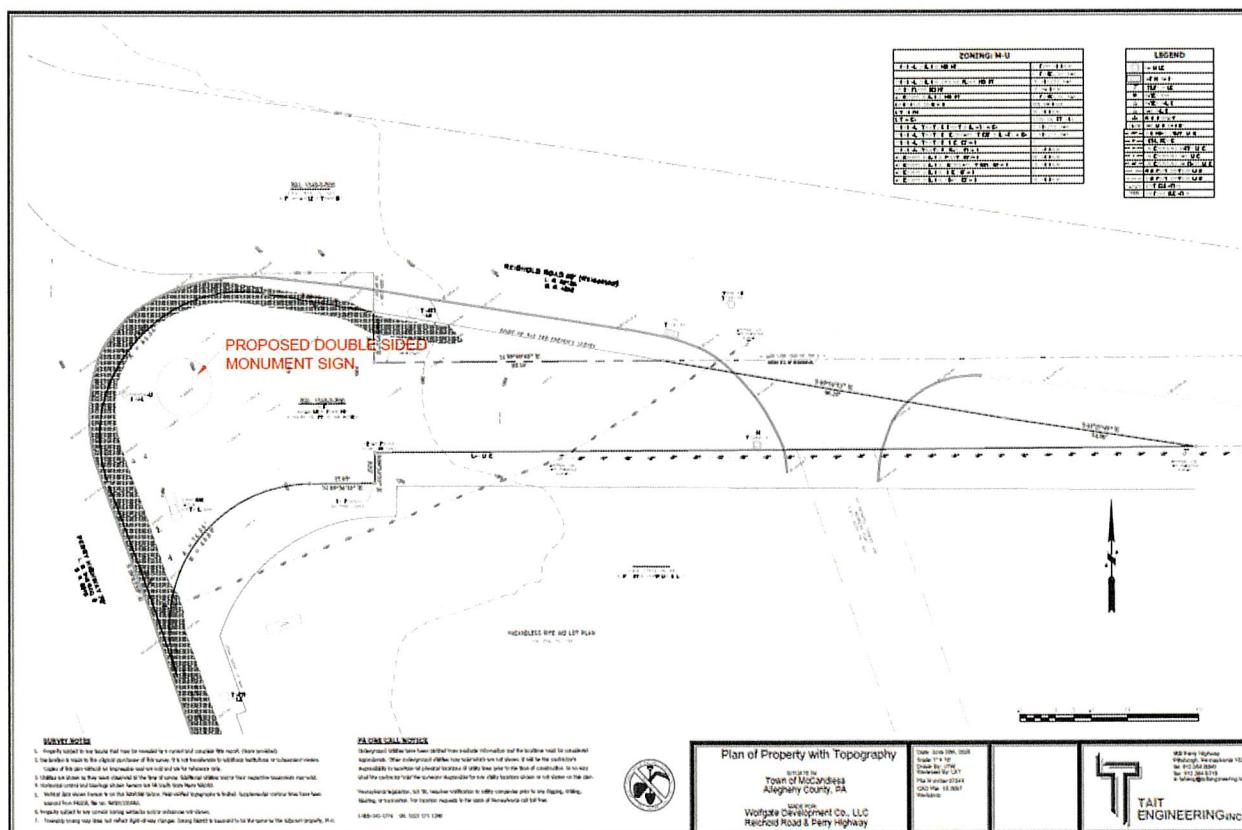


EXHIBIT "C"

PREMISES

[INSERT APPROVED SITE PLAN AND/OR LEGAL DESCRIPTION OF PREMISES]

EXHIBIT "D"

MEMORANDUM OF LEASE

Property: Vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500)

THIS MEMORANDUM OF LEASE ("Memorandum") dated this ____ day of ____, 202____ (the "Memorandum Date") by and between THE TOWN OF MCCANDLESS ("LESSOR"), and RT 19 REICHOLD MT DEVCO LLC ("LESSEE").

Preliminary Statement

- A. LESSOR is the owner of a vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500) which is attached hereto as Exhibit "A" ("Lessor's Property" or "Property").
- B. LESSOR and LESSEE desire to set forth certain information as hereinafter described with respect to the Lease Agreement dated the ____ day of _____ 202____, including any and all addendums and amendments, by and between LESSOR and LESSEE (the "Agreement") with respect to LESSEE's lease of a portion of the Property (the portion being referred to as the "Premises"). LESSOR and LESSEE have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Agreement.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.
2. The name of LESSOR is THE TOWN OF MCCANDLESS ("LESSOR").
3. The name of LESSEE is RT 19 REICHOLD MT DEVCO LLC ("LESSEE").
4. The Premises demised is located at the Property as more particularly described on Exhibit "B" attached hereto ("Premises"). In addition, the Agreement provides for certain rights for the benefit of the LESSEE over the Property, including for the purposes of ingress, egress.
5. The Term of the Agreement is Twenty-Five (25) years beginning with Rent Commencement as defined in the Agreement ("Term").
6. **Notice to Future Lien Holders.** The Agreement is NOT self-subordinating to any future liens and the LESSEE will require a non-disturbance agreement acceptable to LESSEE in order to agree to subordinate its leasehold interest in the LESSOR's Property to any future lien holders.
7. This Memorandum is prepared for the purpose of providing record notice of the Agreement, and in no way modifies the express and particular provisions of the Agreement. The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the

Agreement and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

LESSEE:

RT 19 REICHOLD MT DEVCO LLC

By: _____

Name: _____

Title: _____

COMMONWALTH OF PENNSYLVANIA : :

: ss

COUNTY OF : :

On this, the ____ day of _____, 202____, before me the undersigned officer, personally appeared Patrick Wolfington, of RT 19 REICHOLD MT DEVCO LLC (“Company”), and that he, in his capacity as _____, and being authorized to do so, executed the forgoing instrument for the purposes therein contained on behalf of the Company, as its act and deed, and not in his individual capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :
:

On this, the _____ day of _____, 202____, before me the undersigned officer, personally appeared _____, executed the foregoing instrument for the purposes therein contained by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT B

McKnight Road Property Lease

Lessor, The Town of McCandless and Lessee, Rt 19 Perrymont Mt, Devco, LLC

SIGN LEASE AGREEMENT

This Lease Agreement (the “**Lease**” or “**Agreement**”) dated this _____ day of _____, 2025 (“**Effective Date**”), is by and between THE TOWN OF MCCANDLESS (“**LESSOR**”), and RT 19 PERRYMONT MT DEVCO LLC (“**LESSEE**”), or their nominee or assignee. Individually LESSOR and LESSEE may be referred to as “**Party**” and together “**Parties**”.

Background

A. LESSOR is the owner of that certain Land which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50, McCandless Township, which is attached hereto as Exhibit “A”, (“**Lessor’s Property**” or “**Property**”).

B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, subject to all the terms and conditions hereinafter set forth, a portion of Lessor’s Property (with reasonable access over and across same), which shall consist of the area where the supporting structure of the Sign Structure(s) (as defined herein) is/are affixed to the Property, the surrounding area and the airspace above the same identified more particularly on Exhibit “B” and Exhibit “C” attached hereto (the “**Premises**”).

C. **NOW THEREFORE**, in consideration of the undertakings contained in this Lease, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM.** The “**Term**” of this Agreement shall be Twenty-Five (25) Years and shall commence upon the Rent Commencement as defined herein. This Lease shall be automatically renewed for successive Two (2) Ten (10) Year periods on the same terms and conditions as herein contained (each a “**Renewal Term**”), unless LESSEE delivers written notice to LESSOR (by certified or registered mail) prior to the expiration of the initial Term or any Renewal Term of this Lease then in effect expressing its intent not to renew the Lease. The Term and any Renewal Term(s) are hereinafter collectively referred to as the “**Term**”. Each full consecutive Twelve (12) Month period of the Term immediately following the Rent Commencement is hereinafter referred to as a (“**Lease Year**”).

2. **DEVELOPMENT PERIOD.** The development period of this Agreement begins on the Effective Date and expires the last day of the month during which the Sign Structure(s) is completed and operational. If LESSEE has not completed the Sign Structure(s) within Twelve (12) Months after the Effective Date (“**Development Period**”), LESSEE may elect at its sole option to (i) terminate this Agreement or (ii) begin the Term. Should a decision be pending with a governmental body, utility authority or with a court of competent jurisdiction, the Development Period shall continue during its pendency, until resolution.

3. **RENT.** Commencing on the first day of the calendar month following the date of completion of construction of the of the Sign Structure(s) (“**Rent Commencement**”), LESSEE shall pay rent to the LESSOR in accordance with the attached Rent Schedule “A” (“**Rent**”).

4. **PREMISES/LESSEE’S IMPROVEMENTS.** LESSEE, including its agents, shall have the exclusive right to the Premises with reasonable access to the Premises over and across the Property for the purpose of construction, operation, servicing, modification, repair, repositioning, maintenance, and removal of Lessee’s advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the “**Sign Structure(s)**”), including the establishment and/or provision of electrical power to the Sign Structure(s) and placement of incidental and ancillary equipment thereon. All personal property or fixtures installed by

or on behalf of LESSEE is collectively referred to as the ("Equipment" or "Personal Property") which LESSOR agrees is not part of the Property. LESSOR further grants LESSEE the right to maintain the visibility to the Sign Structure(s) free of obstructive vegetation and structures during the Term of this Agreement. During the Term, LESSEE shall not advertise any products/services which are; (i) illegal, (ii) which display explicit adult or sexually related products or services, or (iii) constitutes political advertising. "Political Advertising" shall mean, but not be limited to, any advertising for the purpose of influencing public opinion with respect to legislative, administrative, or electoral matters, or with respect to any controversial issue of public importance, including the marketing of a political campaign, any communication soliciting funds for, supporting or opposing a candidate or person's nomination, appointment or election to or an incumbent's removal from, a public office, position, political party or office of a political party.

5. **APPROVALS:** All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by LESSEE are LESSEE's trade fixtures, trade names and trademarks, and shall be and remain LESSEE's exclusive personal property. LESSEE's ability to construct the Sign Structure(s) is contingent upon LESSEE's obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Sign Structure(s) (referred to hereinafter collectively as the "Approvals") at LESSEE'S sole cost and expense. The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by LESSEE and/or required for installation and operation of the Sign Structure(s) (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase "final, irrevocable, unappealable and unappealed" shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that LESSEE has approved and agreed to comply with any conditions of approval. LESSOR and LESSEE acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

6. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend, and hold harmless Lessor and its agents for all claims, losses, costs, and damages arising out of or related to Lessee's use, occupation, maintenance, or removal of the Premises or Sign Structure(s). Insurance shall be maintained in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and Lessor shall be an additional insured. Certificates of insurance shall be delivered annually. This paragraph shall survive termination or expiration of the Lease.

7. **LESSOR'S AND LESSEE'S COVENANTS.** LESSOR covenants and warrants that (i) LESSOR is either the owner, agent of the owner, or authorized lessee of the Property (and LESSOR agrees to provide LESSEE with written proof of such authorization, if requested), (ii) LESSOR has full power and authority to enter into and perform under the covenants of this Agreement, including, without limitation, leasing the Property and authorizing the construction and operation of the Sign Structure(s) at the Premises, (iii) the execution of this Lease by LESSOR and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which LESSOR is a party, including but not limited to any other leases or easement agreements. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees shrubs or other vegetation), or any other object on the Property, or any adjoining or appurtenant property owned or controlled by LESSOR, which would in any manner, partially or completely, obscure or obstruct the unobstructed view(s) of the Sign Structure(s) on the Property from the adjacent roadway(s), nor permit others on LESSOR's Property to do so (in which case LESSEE has the right (i) to remove the obscuring or

obstructing improvement, structure, advertising display or other object at LESSOR's expense; and/or (ii) to cut and/or remove any obscuring or obstructing vegetation at LESSOR's expense). LESSOR shall cause LESSOR's Property, at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at LESSOR's expense. Lessee shall, at its sole cost and expense, keep and maintain the Premises and any portion of the Property used by Lessee in good condition and repair, and in compliance with all applicable laws, ordinances and regulations. Lessor shall not be responsible for repair or maintenance of the Premises or any part of the Sign Structure(s) or related improvements.

8. **NON-DISTURBANCE.** LESSOR covenants that if, and so long as, LESSEE timely pays Rent and performs the conditions hereof, LESSEE shall peaceably and quietly have, hold and enjoy the Premises and Sign Structure(s) for the Term, subject to the provisions of this Agreement. If the Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, LESSOR and LESSEE agree that LESSOR shall cause each holder of such mortgages or deeds of trust to execute within Fifteen (15) days of LESSEE request a Subordination, Non-disturbance and Attornment Agreement ("SNDA") which agreement shall incorporate provisions (the "**Non-Disturbance Provisions**") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of LESSEE and its successor and assigns in the Premises and assume the obligations of LESSOR under the provisions of this Agreement; and (b) that such holder shall require that any purchaser acquiring LESSOR's Property or the Premises shall assume the obligations of LESSOR under this Agreement so that the rights of LESSEE or those holding under LESSEE shall not be interfered with or affected in any manner whatsoever. If LESSOR does not deliver the required SNDA to LESSEE within such Fifteen (15) day period, LESSEE may terminate this Agreement by written notice to LESSOR at any time prior to the date LESSOR delivers such executed agreement(s) to LESSEE. LESSEE hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of LESSOR subsequently placed upon LESSOR's Property or the Premises after the date of this Agreement (hereinafter referred to as the "**Subsequent Mortgagee**"), provided LESSEE, LESSOR and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions. LESSOR acknowledges that this Agreement and the interests contained in this Agreement run with the Property. The Parties agree to execute a recordable Memorandum of this Agreement, in such form as is attached hereto as Exhibit "D", and further agree to execute any documents necessary to evidence or effectuate this Agreement, including any documents necessary to effectuate its purpose.

9. **ESTOPPEL CERTIFICATE.** Within no more than forty-five (45) days after written request by LESSOR or LESSEE, the other party will execute, acknowledge and deliver to LESSOR or LESSEE a certificate stating: (a) that this Agreement is unmodified and in full force and effect, or, if the Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Agreement have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the LESSEE, LESSEE has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Agreement by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by LESSOR or LESSEE. Any certificate may be relied upon by any prospective purchaser of LESSOR's or LESSEE's assets and any prospective lender of LESSOR or LESSEE. If LESSOR or LESSEE submits a completed certificate to the other party, and such party fails to object to its contents within thirty (30) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct.

10. **LESSEE'S RIGHT TO ENSURE OPERATION/MAINTENANCE.** In the event that, through no fault of LESSEE, (a) LESSEE is unable to secure or maintain the necessary Approvals despite diligent efforts; (b) a federal, state, or local statute, ordinance, regulation, or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Premises is entirely or partially damaged or destroyed due to a force majeure event; (d) the view of LESSEE's Sign Structure(s) is obstructed or impaired by any object or growth on the Property or neighboring property, not caused by LESSOR; (e) there is a permanent diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s) on Route 19 adjoining the Property for 180 days or more; (f) LESSEE is prevented from maintaining electrical power to or illuminating the Sign Structure(s) due to reasons beyond its control; (g) maintenance is hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE may request a temporary rent abatement, subject to LESSOR's approval, until the issues outlined in "a" through "g" above are resolved. LESSEE may terminate this Agreement only if the issues persist for more than 180 days and cannot be reasonably remedied, upon sixty (60) days written notice to LESSOR. Any Rent paid in advance for the remainder of the Term shall be refunded to LESSEE, prorated to the effective date of termination.

11. **LESSEE'S RIGHT TO CONVEY INTEREST.** LESSEE hereby reserves the right, and said right is granted by LESSOR to LESSEE, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the LESSEE's right, title and interest in this Agreement upon the express and written assumption and compliance by the assignee of all of the obligations of the LESSEE herein named whereupon LESSEE shall be fully discharged from any and all obligations under this Agreement occurring after such transfer and LESSOR shall look solely to the assignee of the LESSEE's interest in this Agreement for the performance of such obligations. LESSEE shall further have the right, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to grant, sell, convey or otherwise transfer all or any portion of the Sign Structure(s), or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of LESSEE, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of LESSEE contained in this Agreement (to the extent not expressly reserved to LESSEE in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

12. **LESSEE'S RIGHT TO GRANT SECURITY INTEREST.** If LESSEE is not in default in any obligation of LESSEE under this Lease, LESSEE may grant a security interest in this Agreement or the Equipment, by assignment or otherwise, without the prior written consent of LESSOR, but with at least thirty (30) days' prior written notice to LESSOR. LESSOR agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by LESSEE's lender or lenders in connection with LESSEE's granting of any such security interest. Any and all liens, claims, demands, or rights, which LESSOR hereafter may acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of LESSEE and LESSOR hereby specifically waives and relinquishes all rights of levy, distress, seizure or execution with respect to any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of LESSEE's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Agreement or of LESSEE's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of LESSEE to be performed hereunder. Upon reasonable prior written notice to LESSOR, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with LESSEE's rights under the Agreement. In the event any lender (or its affiliates or assignees) acquires LESSEE's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its

affiliates or assignees) may assign its interest in the Premises and shall notify LESSOR within Five (5) business days of such assignment which notice shall include such assignees complete contact information.

13. **DEFAULT.** If LESSEE defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, LESSOR may give LESSEE notice of such default, and if LESSEE does not cure any monetary default within ten (10) days or other default within thirty (30) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such thirty (30) days, and LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by LESSEE ("Event of Default") and LESSOR may terminate this Lease on not less than Thirty (30) days' notice to LESSEE. Upon termination in accordance with this Section 13, LESSEE shall be required to remove the Sign Structure(s) within Ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted ("Removal Period"). Removal of the Sign Structure(s) shall include subsurface footings, appurtenances and any other subsurface improvement and the above grade portions of said Sign Structure(s). Any of LESSEE'S Personal Property remaining on the Premises following such Removal Period, as applicable, shall be deemed to be LESSOR'S property. LESSOR may then choose to remove or dispose of LESSEE'S Personal Property, and LESSEE shall be responsible for any and all costs of such work, including costs to restore any damage to LESSOR'S Property caused by such removal. If LESSOR defaults in the performance of any of the covenants and conditions hereof, LESSEE may give LESSOR notice of such default, and if LESSOR does not cure any default within Thirty (30) days, then in addition to its remedies at law, LESSEE shall have the right to seek specific performance.

14. **CONDEMNATION.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be terminated by LESSEE if the LESSEE is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Sign Structure(s) on the Premises. In the event that all or any part of the Premises or the Property that interferes with LESSEE'S access to the Premises is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property or Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and from the acquiring entity (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition, including, but not limited to, the following: (a) the loss of the use of the Sign Structure(s); (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

15. **ADVERTISING:**

(A) During the Term, LESSEE shall not advertise any products/services which as reasonably determined by LESSOR; (i) are illegal, (ii) pornographic, lewd, obscene in nature, promotes discrimination or violence (gun or otherwise), or would constitute "hate speech". The categorization of 'pornographic, lewd, or obscene' in this Lease encompasses gentlemen's clubs, sexually explicit publications, adult shops and any retail or products that support such adult-entertainment industry. Since the Sign Structure shall remain the property of LESSEE and all content is uploaded for display by LESSEE, it is agreed between the parties that the Sign Structure shall not constitute a 'limited public forum'.

(B) So long as LESSOR holds fee ownership to the Property, LESSOR shall be allowed the use of a portion of the Display following construction, completion and operation subject to the following terms and conditions ("Ad Space"):

a) One 'slot' of advertising on the Display for each Display face which shall be defined as one rotation of advertising copy, on either face of the Display, for not less than eight (8) seconds, approximately once per minute, for a 24-hour period, 365 days per year. LESSOR may request to change the advertising copy that it would like to be displayed no more than four times per month.

b) LESSOR may only make use of the Ad Space for the advertising benefit and promotion of municipal or community related events, public service announcements, or emergency messaging, and may not sell, assign, transfer, or otherwise relet the Ad Space to any 3rd party for consideration, monetary or otherwise.

c) LESSOR and LESSEE reserves the right to review the size, form, wording, illustration and style of all ad copy to be utilized under this Agreement. In the event either Party finds the content of any copy or advertisement objectionable, they shall provide notice of said objection to the other Party prior to the finalization of any ad copy. The Parties warrant that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state, or local government, governmental agency, or court and shall indemnify the other against any loss, damage, cost, judgment, or expense, including reasonable attorney fees, which either Party may incur by reason of any material or message in said advertisements.

d) The Ad Space and use of the Premises by LESSEE shall comply with all applicable 'Legal Requirements' and 'Governmental Authorities'. As used herein, the phrase "**Governmental Authorities**" shall mean any government or political subdivision or any agency, authority, bureau, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator. As used herein, the phrase "**Legal Requirements**" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, directions and requirements of all Governmental Authorities which now or at any time hereafter may be applicable to or required in connection with the Premises, Sign Structures and Display.

16. **ENTIRE AGREEMENT.** The whole of the parties' agreement is embodied herein, and no stipulation, representation or agreement not contained herein shall bind either party. No modification of this agreement after its execution shall be effective unless reduced to writing, signed by the parties and attached hereto as an addendum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and not by choice of law principles or the laws of any other state.

17. **MISCELLANEOUS.**

a) This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Premises, or (ii) LESSOR's mailing address within thirty (30) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice

b) LESSOR and LESSEE each warrant the other that it has not dealt with any broker or finder with regards to the Premises or this Lease. LESSOR and LESSEE shall each indemnify the other against any loss, liability, and expense (including attorneys' fees and court costs) with respect to any brokerage fees or commissions arising out of any act or omission of the indemnifying party.

c) LESSEE shall separately meter and pay for all electrical power consumed by the Sign Structure(s)

d) LESSEE shall be responsible for paying any ad valorem real estate taxes or other taxes imposed upon the LESSOR or LESSEE by any taxing authority whatsoever, with the exception of the Town of McCandless, that is in any way related to the erection or operation of the Sign Structure on the Property.

e) This Agreement may be executed in one or more counterparts, all of that shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

f) Upon expiration, or earlier termination of the Lease, LESSEE shall be required to remove the Sign Structure(s) within the Removal Period in accordance with those set forth in Section 13 above.

g) LESSOR and LESSEE agree that each section of this Agreement is severable from the remainder, and, if any portion of this Agreement is declared to be void or unenforceable, the remainder of the Agreement shall continue in full force and effect.

h) Each Party to be responsible for their own transaction costs.

i) LESSEE agrees not to permit any liens to stand against the Property for work done or materials furnished to LESSEE, and LESSEE agrees to indemnify and hold LESSOR harmless for any such liens for work performed under this Agreement. Upon receipt of notice that a lien is or may be placed against the Property, LESSEE shall proceed with due haste to have said lien removed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties have set their hands and seals hereto the day and year first written above intending to be legally bound.

LESSEE:

RT 19 PERRYMONT MT DEVCO LLC

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RENT SCHEDULE ‘A’

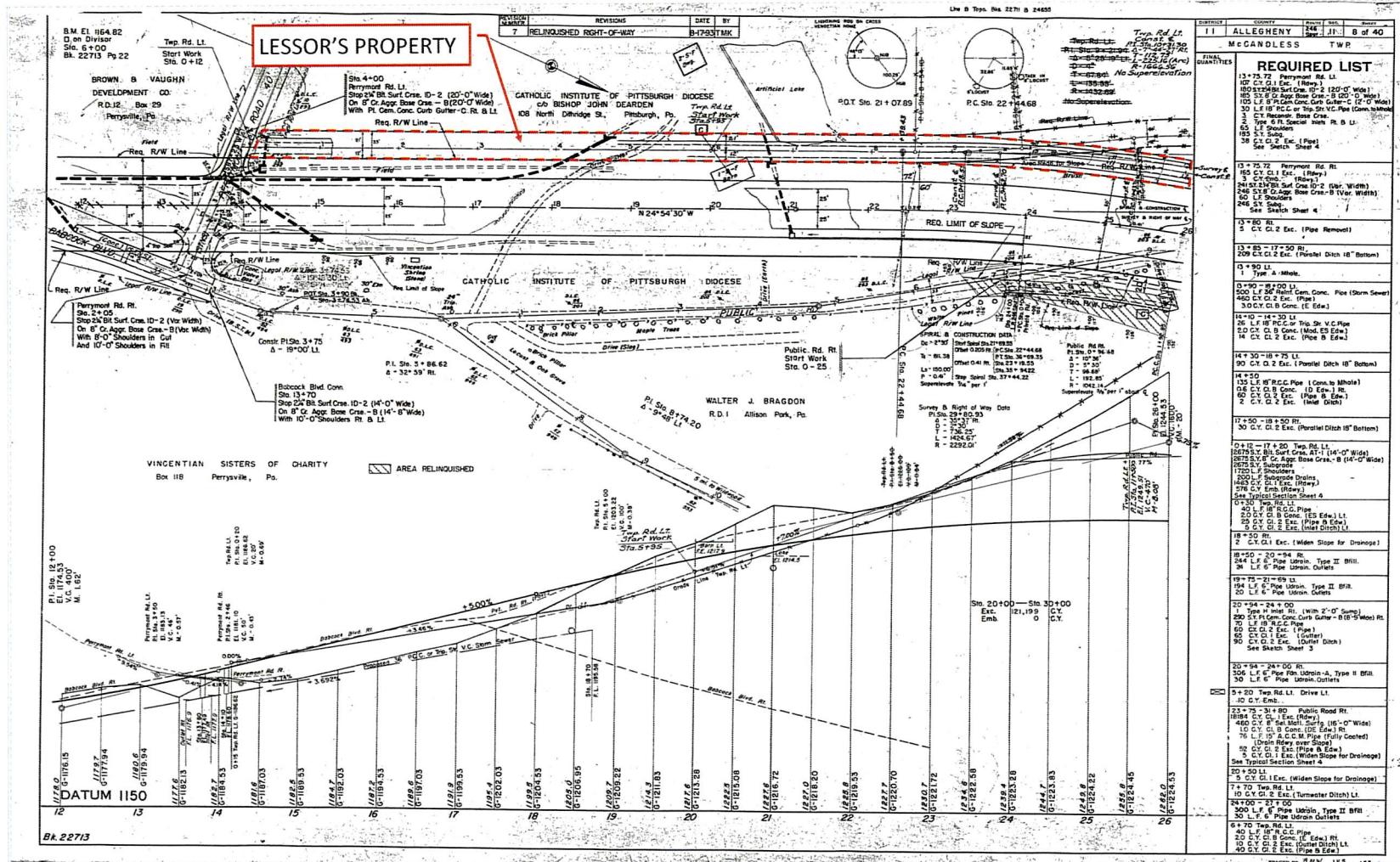
Vacant piece of land at the northwest corner of Perrymont Rd and McKnight Rd (aka Rt 19), Pittsburgh,
PA 15237
McCandless, Allegheny County

Five Thousand (\$5,000.00) Dollars annually paid in advance for each Lease Year (“**Rent**”).

EXHIBIT "A"

PROPERTY

All that certain Land which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50, McCandless Township



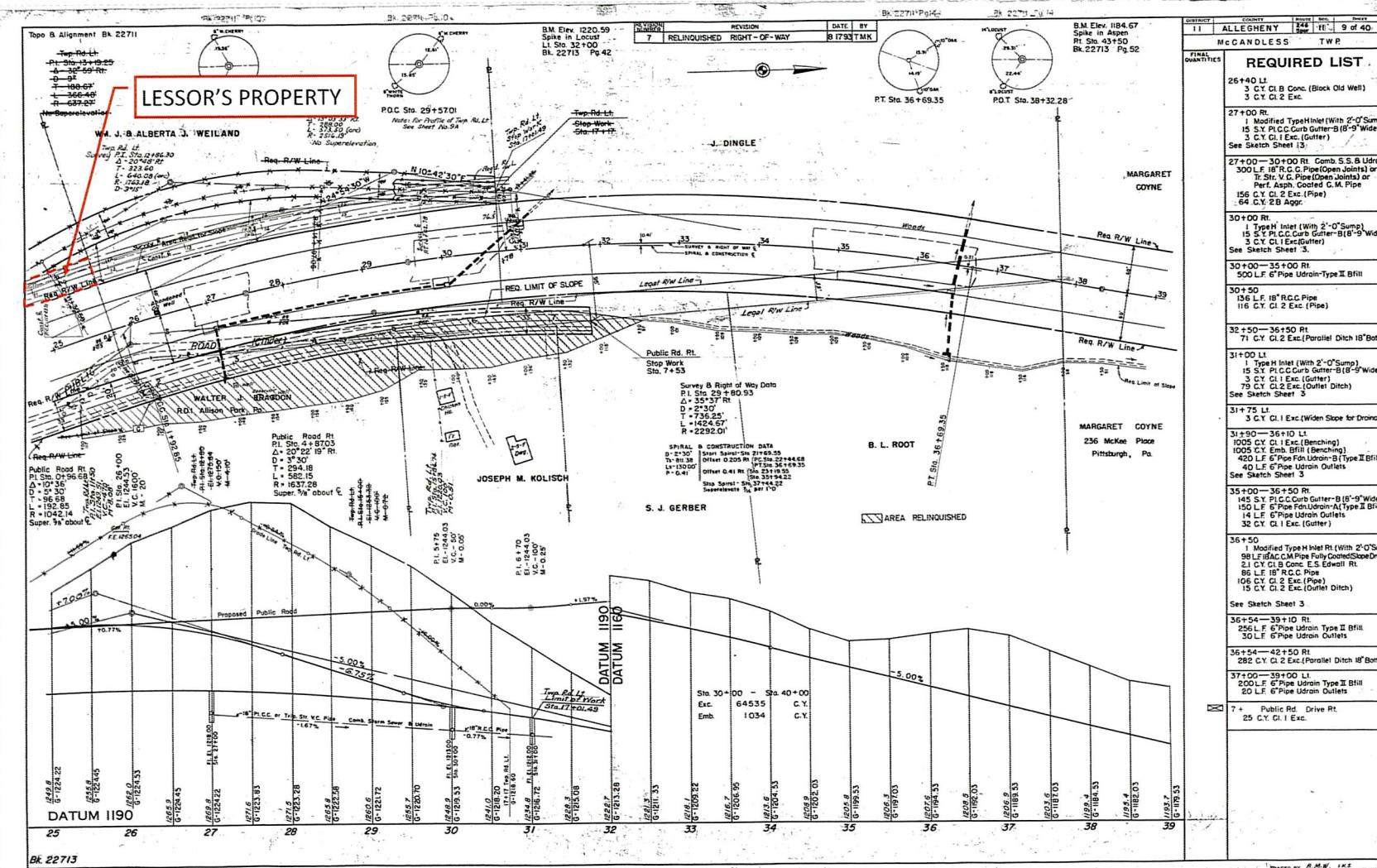
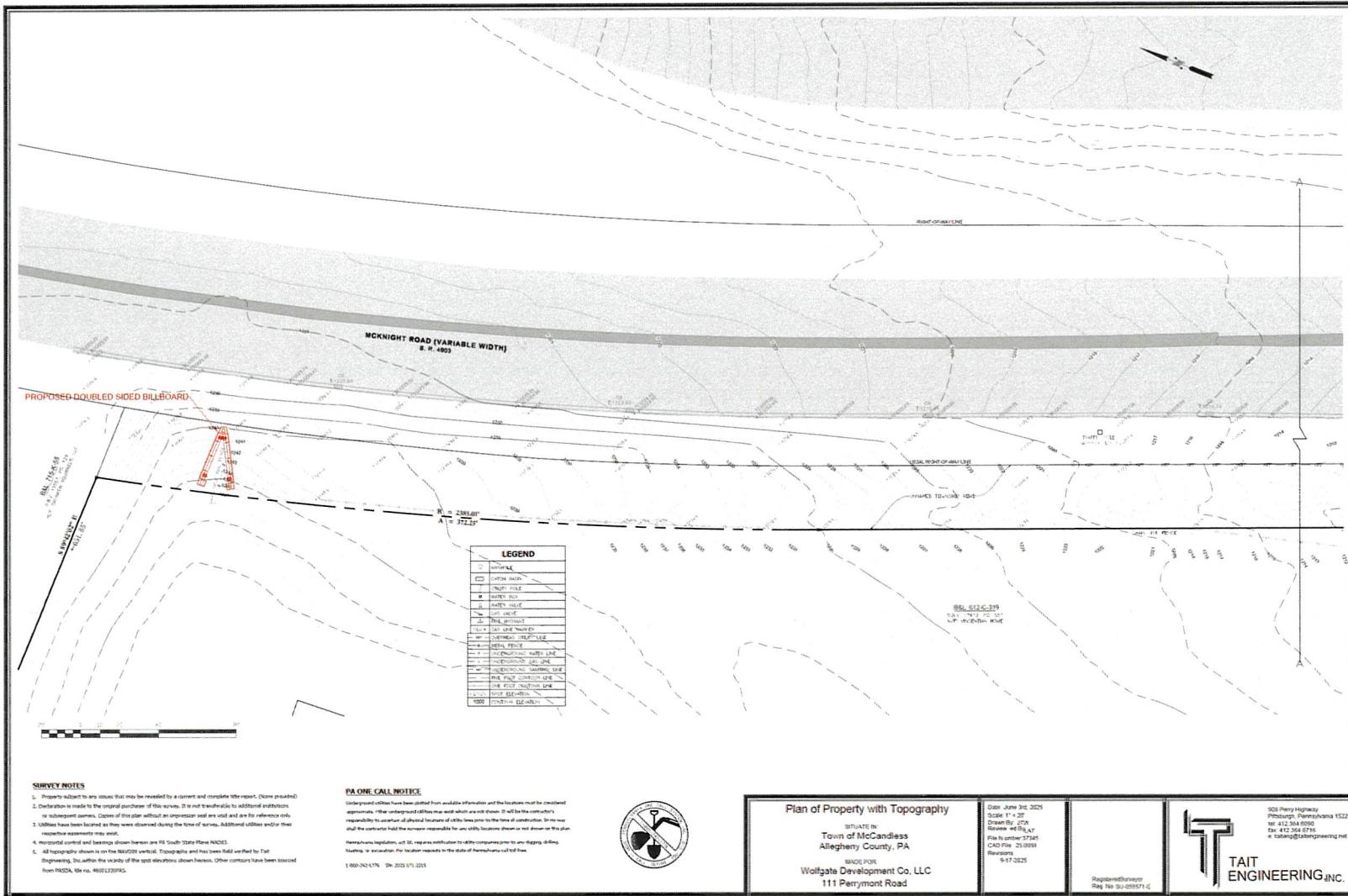


EXHIBIT "B"

PREMISES

The proposed location of the Premises is shown on Exhibit "B" hereto and the Sign Structure(s) will be located on the Premises. The specific location of the Premises and Sign Structure(s) and the location of any underground utilities shall be decided after the execution of this Agreement and completion of a survey by LESSEE to determine any underlying conditions (wetlands, topography, site lines, easements, etc. each of which may cause the relocation of the Premises and Sign Structure(s)) and will be shown on a site plan drafted by LESSEE ("Site Plan"). Upon completion of the Site Plan as approved by LESSOR. shall be attached hereto as Exhibit "C" and the Premises as identified on the Site Plan shall thereafter be deemed the Premises for all purposes under this Agreement. In the event of an inconsistency between Exhibit "B" and the Site Plan, the Site Plan shall control.



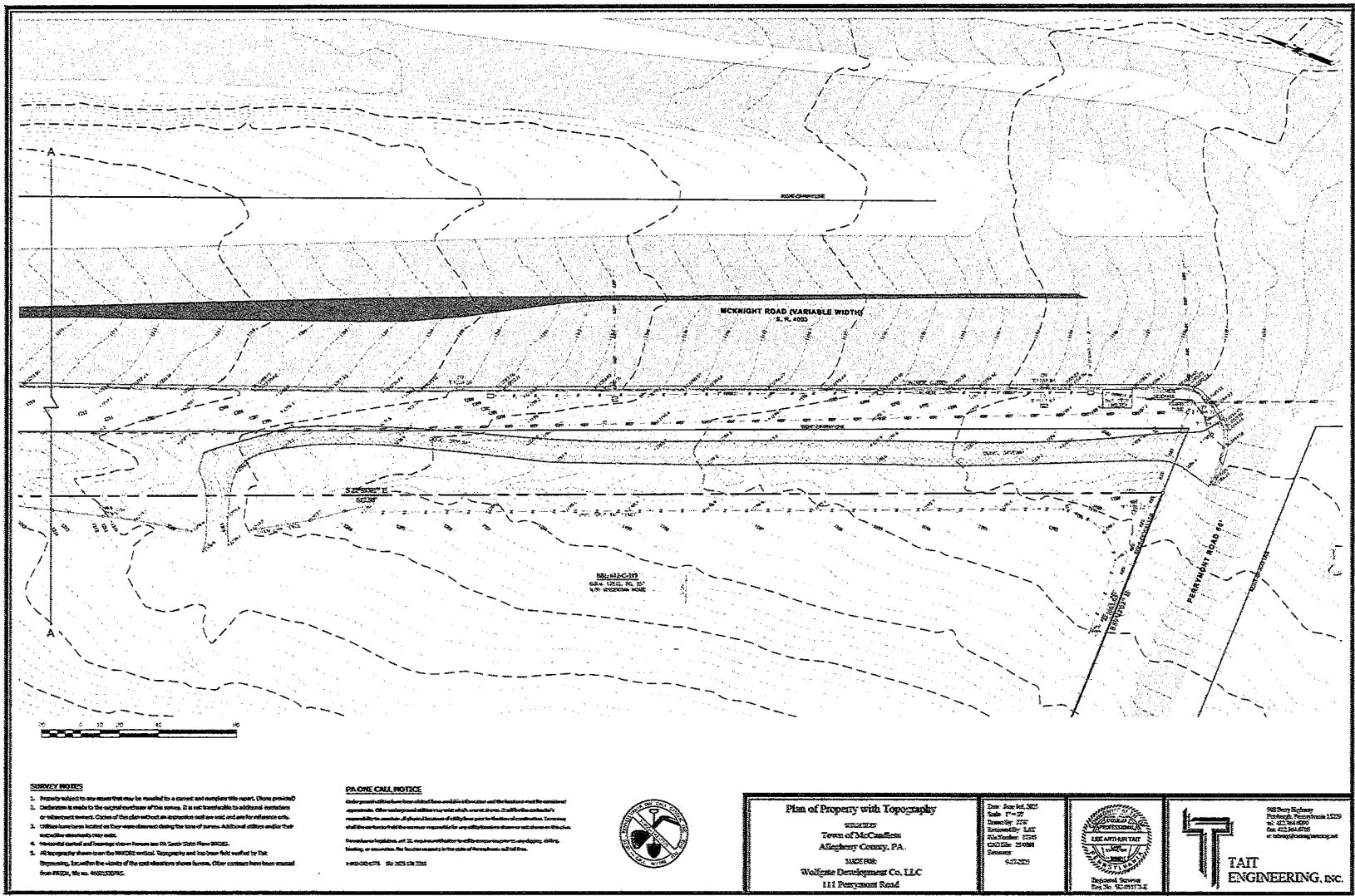


EXHIBIT "C"

PREMISES

[INSERT APPROVED SITE PLAN AND/OR LEGAL DESCRIPTION OF PREMISES]

EXHIBIT "D"

MEMORANDUM OF LEASE

Property: Vacant piece of land at the northwest corner of Perrymont Rd and McKnight Rd (aka Rt 19), Pittsburgh, PA 15237, McCandless Township, Allegheny County

THIS MEMORANDUM OF LEASE ("Memorandum") dated this _____ day of _____, 202____ (the "Memorandum Date") by and between THE TOWN OF MCCANDLESS ("LESSOR"), and RT 19 PERRYMONT MT DEVCO LLC ("LESSEE").

Preliminary Statement

- A. LESSOR is the owner of that certain Land which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50, McCandless Township, which is attached hereto as Exhibit "A" ("Lessor's Property" or "Property").
- B. LESSOR and LESSEE desire to set forth certain information as hereinafter described with respect to the Lease Agreement dated the _____ day of _____ 202____, including any and all addendums and amendments, by and between LESSOR and LESSEE (the "Agreement") with respect to LESSEE's lease of a portion of the Property (the portion being referred to as the "Premises"). LESSOR and LESSEE have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Agreement.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.
2. The name of LESSOR is THE TOWN OF MCCANDLESS ("LESSOR").
3. The name of LESSEE is RT 19 PERRYMONT MT DEVCO LLC ("LESSEE").
4. The Premises demised is located at the Property as more particularly described on Exhibit "B" attached hereto ("Premises"). In addition, the Agreement provides for certain rights for the benefit of the LESSEE over the Property, including for the purposes of ingress, egress.
5. The Term of the Agreement is Twenty-Five (25) years beginning with Rent Commencement as defined in the Agreement ("Term").
6. **Notice to Future Lien Holders.** The Agreement is NOT self-subordinating to any future liens and the LESSEE will require a non-disturbance agreement acceptable to LESSEE in order to agree to subordinate its leasehold interest in the LESSOR's Property to any future lien holders.
7. This Memorandum is prepared for the purpose of providing record notice of the Agreement, and in no way modifies the express and particular provisions of the Agreement. The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Agreement and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein

shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

LESSEE:

RT 19 PERRYMONT MT DEVCO LLC

By: _____

Name: _____

Title: _____

COMMONWALTH OF PENNSYLVANIA : _____

: ss

COUNTY OF : _____

On this, the ___ day of _____, 202___, before me the undersigned officer, personally appeared Patrick Wolfington, of RT 19 PERRYMONT MT DEVCO LLC (“Company”), and that he, in his capacity as _____, and being authorized to do so, executed the forgoing instrument for the purposes therein contained on behalf of the Company, as its act and deed, and not in his individual capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA : :

: ss

COUNTY OF : :

On this, the _____ day of _____, 202____, before me the undersigned officer, personally appeared _____, executed the foregoing instrument for the purposes therein contained by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Signature Page to Memorandum of Lease]

EXHIBIT C

North Reichold Sign Plans and Drawings

DOUBLE FACED DIGITAL BILLBOARD

200 Sq. Ft. Display



500 W Office Drive
Fort Washington, PA 19034

This design/engineered drawing is to remain exclusive property of Wolfgate Devco, LLC, until approved and accepted thru purchase by client named on drawing.

Client
McCandless Township
Address
Wexford, PA 15090
Account Exec.
Patrick Wolfgang
Project

MUNICIPALITY OF MCCANDELLS
ALLEGHENY COUNTY, PA

Prepared For

Wolfgate Devco, LLC
500 OFFICE CENTER DRIVE
FORT WASHINGTON, PA 19034

Revisions

001 Date: 00.00.00 Notes JDN
002 Date: 00.00.00 --
003 Date: 00.00.00 --
004 Date: 00.00.00 --

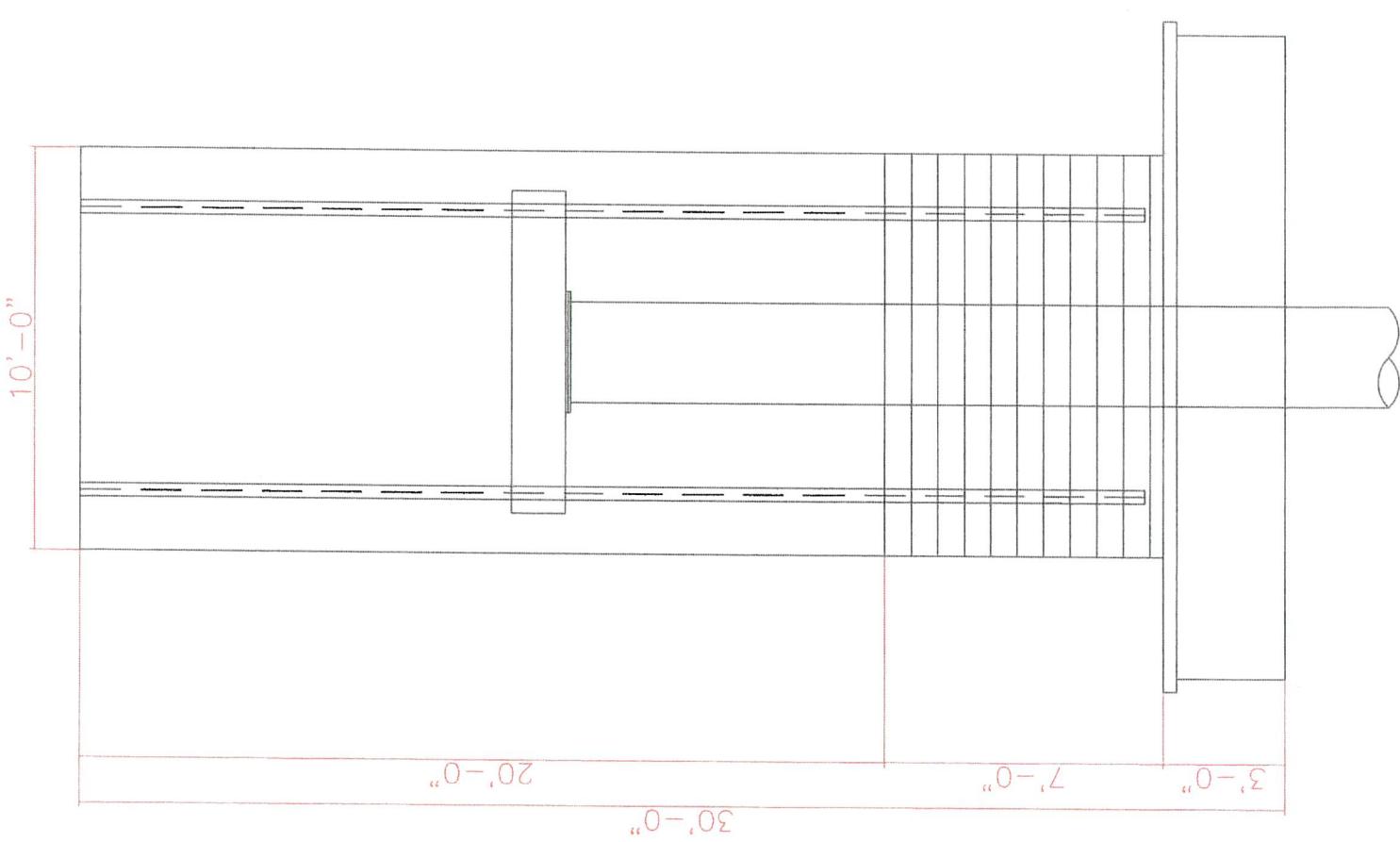
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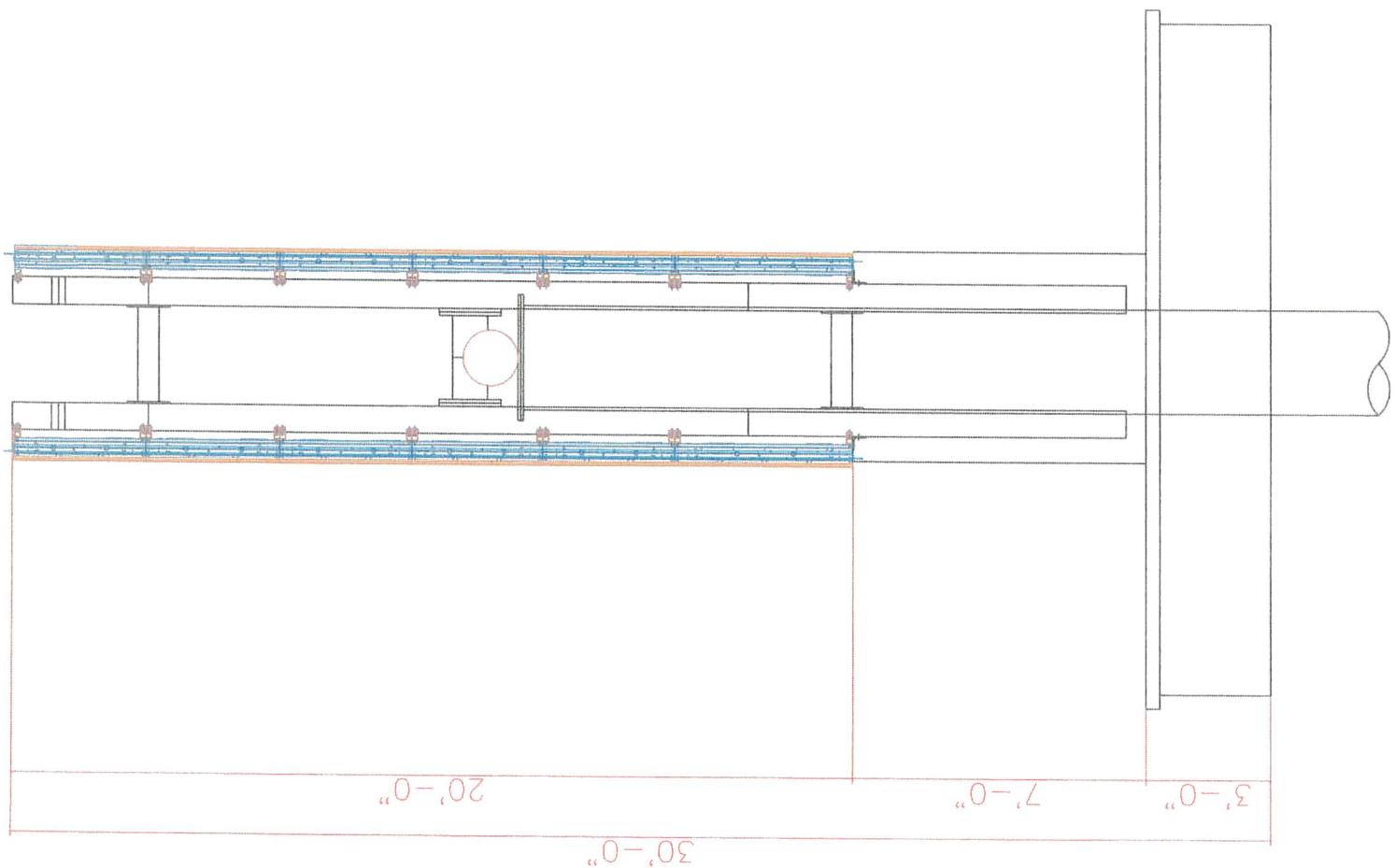
As Noted
Archive
Dev:\! Work\McCandless\

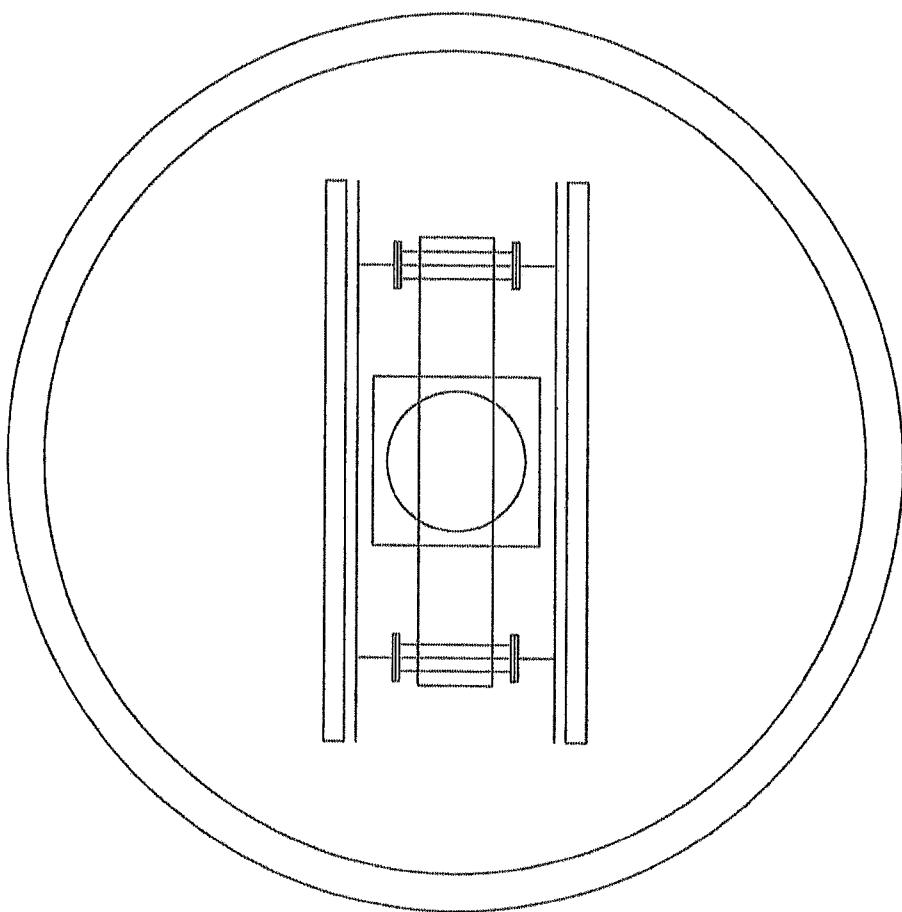
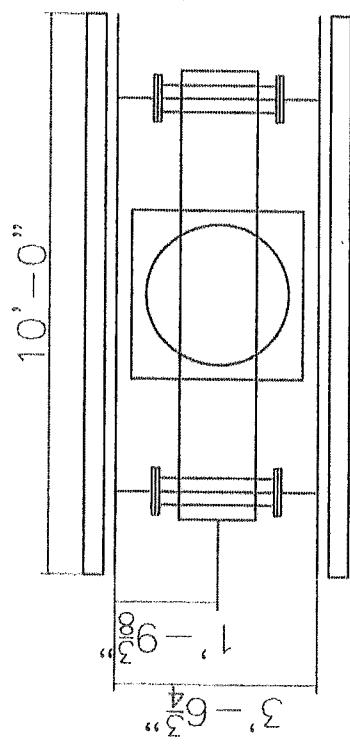
Designer

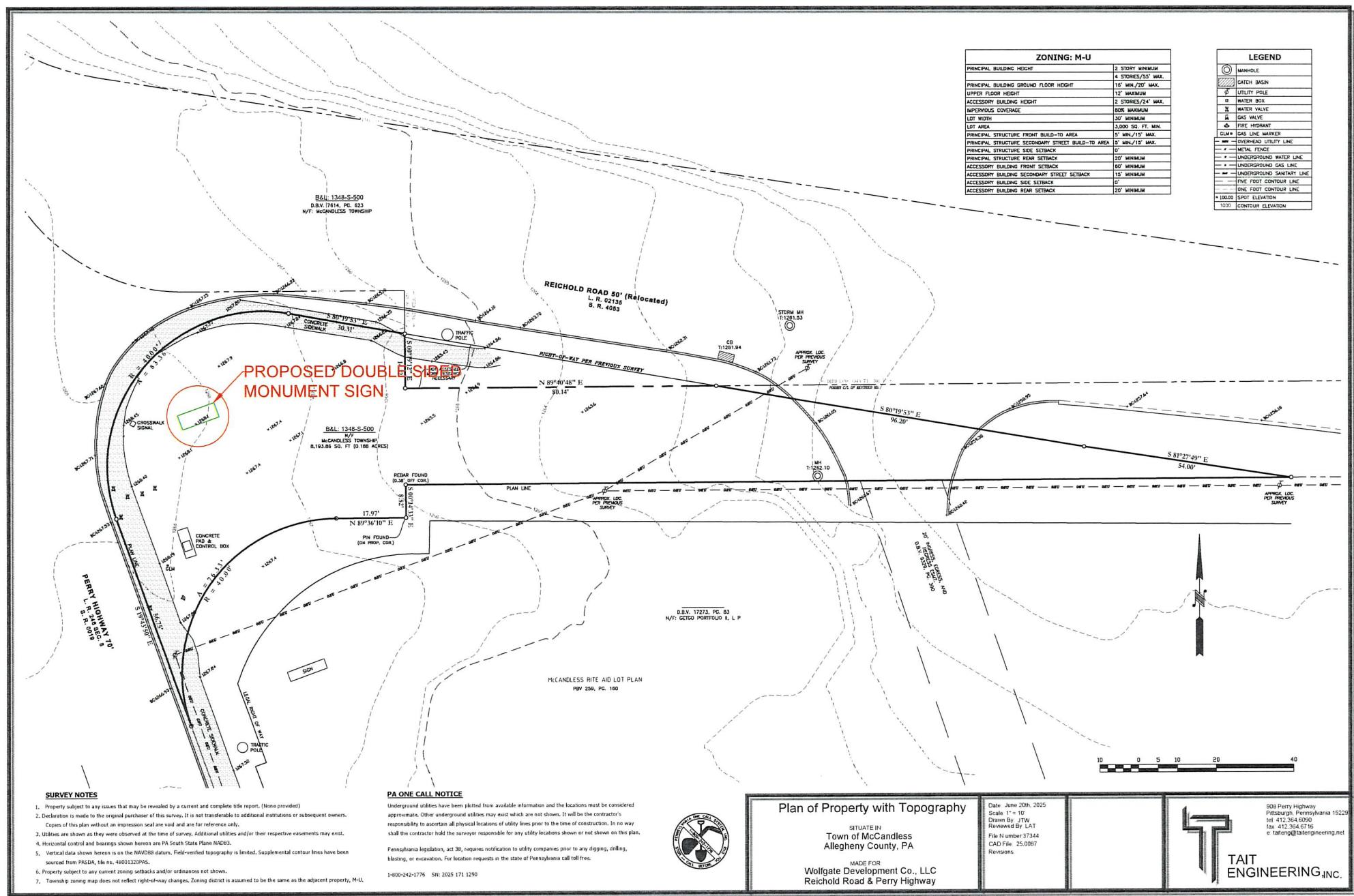
James D. Nelligan
Date
03.20.25

Project # Drawing #
W-2023-127 001









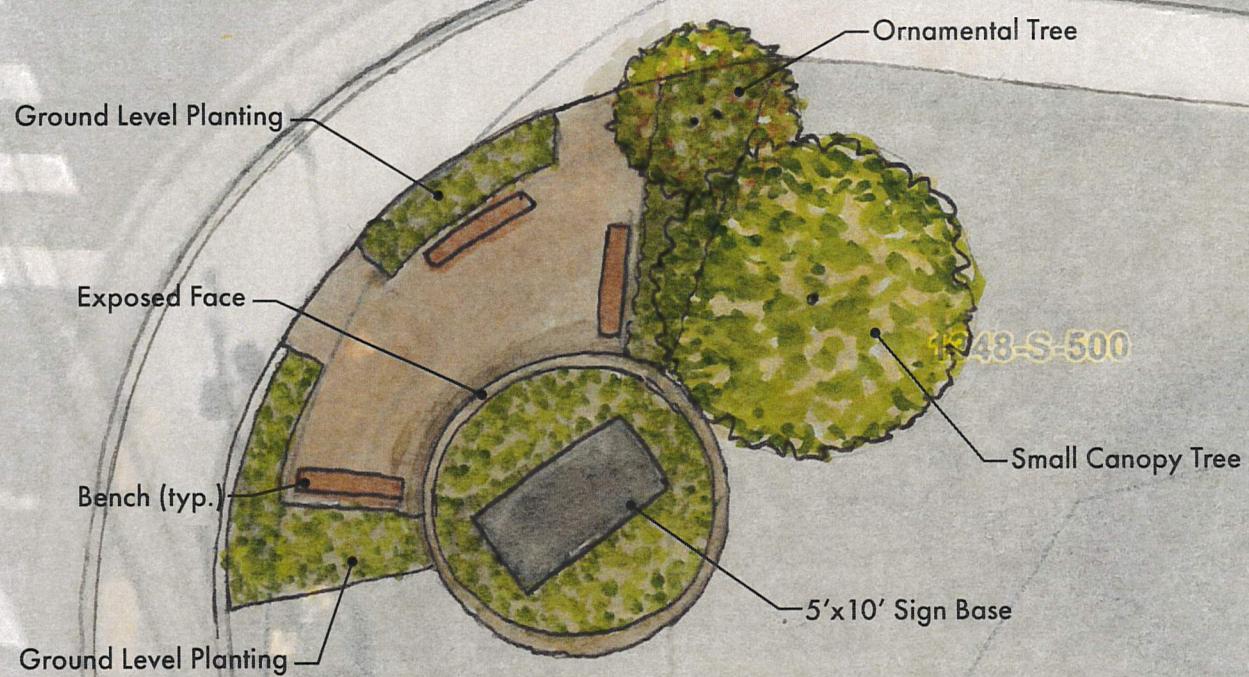


EXHIBIT D

McKnight Road Sign Plans and Drawings

SINGLE FACED DIGITAL BILLBOARD

300 Sq. Ft. Display



500 W Office Drive
Fort Washington, PA 19034

This design/engineered drawing is to remain exclusive property of Wolfgate Devco, LLC until approved and accepted thru purchase by client named on drawing.

Client
McCandless Township
Address
Wexford, PA 15090
Account Exec.
Patrick Wolfington

Project

MUNICIPALITY OF MCCANDELLS
ALLEGHENY COUNTY, PA

Prepared For

Wolfgate Devco, LLC
500 OFFICE CENTER DRIVE
FORT WASHINGTON, PA 19034

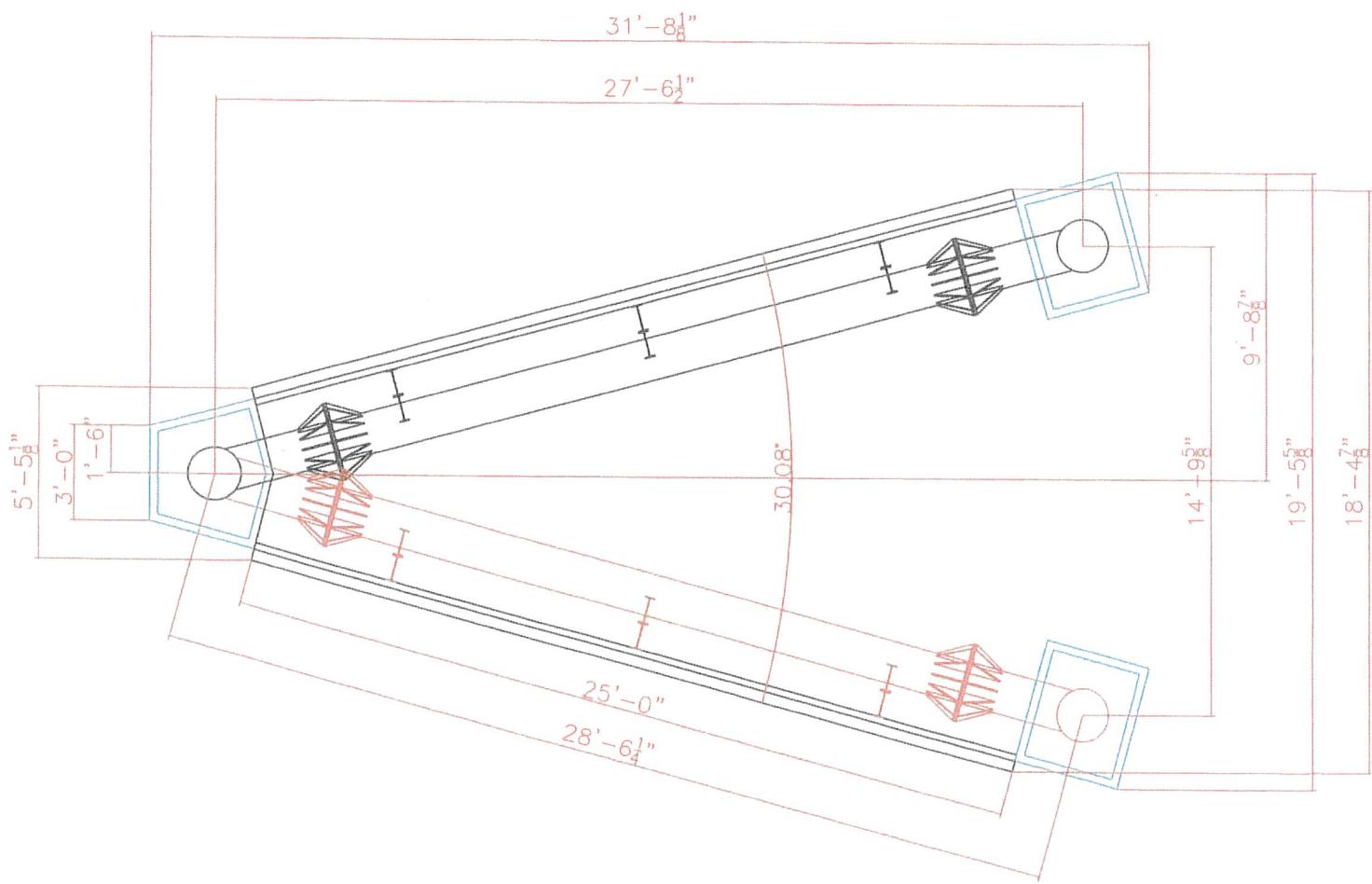
Revisions

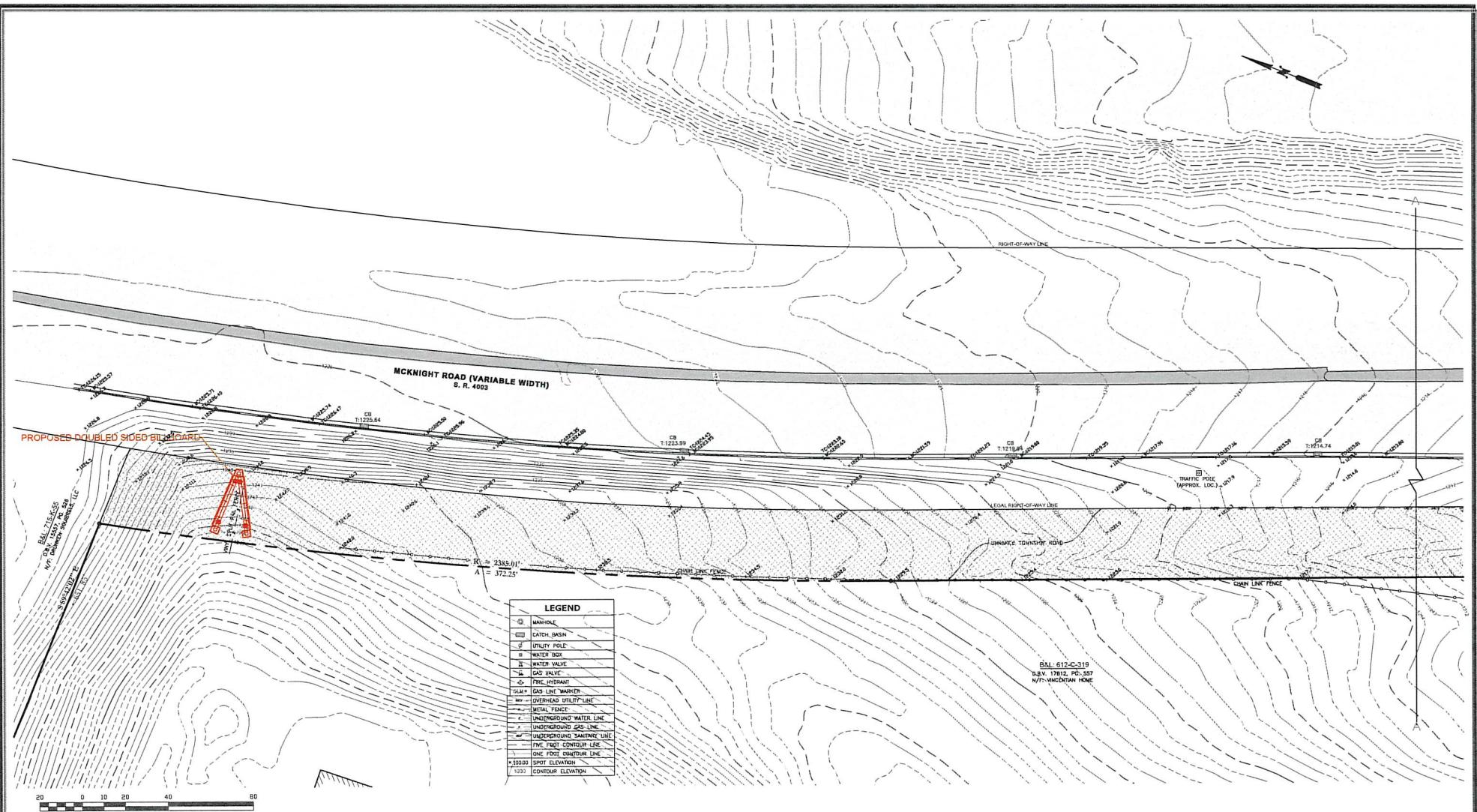
Date: 00.00.00 Notes: JDN
Date: 00.00.00 --
Date: 00.00.00 --
Date: 00.00.00 --

Scale
As Noted
Archive
Dev:\! Work\McCandless

Designer
James D. Nelligan
03.20.25

Project # W-2023-127 **Drawing #** 001





SURVEY NOTES

- Property subject to any issues that may be revealed by a current and complete title report. (None provided)
- Declaration is made to the original purchaser of this survey. It is not transferable to additional institutions or subsequent owners. Copies of this plan without an expressum soi are void and are for reference only.
- Utilities have been located as they were observed during the time of survey. Additional utilities and/or their respective easements may exist.
- Horizontal control and bearings shown hereon are PA State Plane NAD83.
- All topography shown is on the NAVD88 vertical. Topography and has been field verified by Tait Engineering, Inc. within the vicinity of the spot elevations shown hereon. Other contours have been sourced from PASDA, file no. 46001330PAS.

PA ONE CALL NOTICE

Underground utilities have been plotted from available information and the locations must be considered appropriate. Other underground utilities may exist which are not shown. It will be the contractor's responsibility to ascertain all physical locations of utility lines prior to the time of construction. In no way shall the contractor hold the surveyor responsible for any utility locations shown or not shown on this plan.

Pennsylvania legislation, act 38, requires notification to utility companies prior to any digging, drilling, blasting, or excavation. For location requests in the state of Pennsylvania call 811.

1-800-242-1776 SN: 2025 171 2215



Plan of Property with Topography

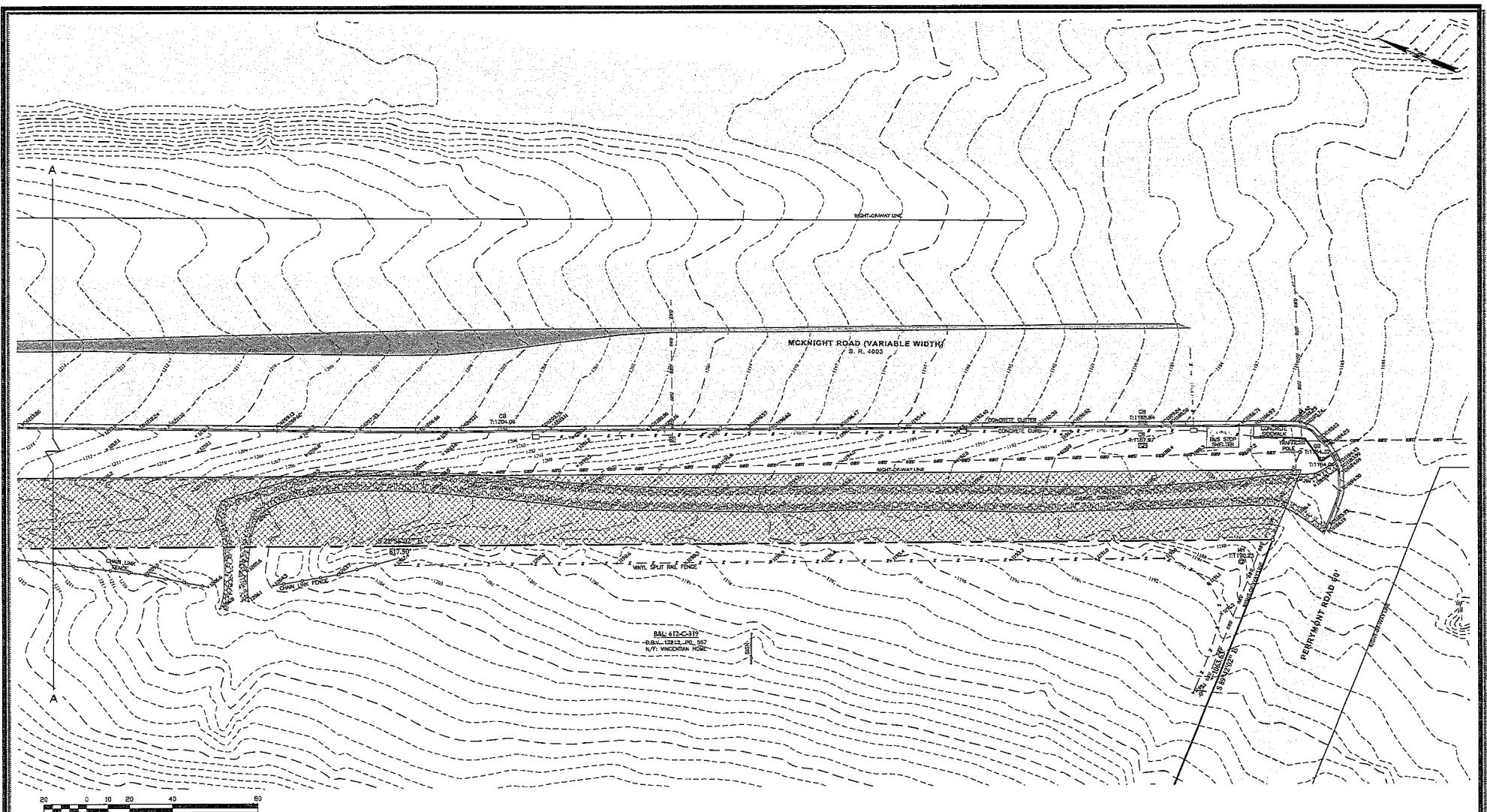
SITUATE IN
Town of McCandless
Allegheny County, PA
MADE FOR
Wolfgate Development Co., LLC
111 Perrymont Road

Date June 3rd, 2025
Scale 1" = 20'
Drawn By JTW
Reviewed By JTW
File N number 37345
CAD File 25.0098
Revisions
9-17-2025

Registered Surveyor
Reg. No. SU-055571-E

908 Perry Highway
Pittsburgh, Pennsylvania 15229
tel: 412.364.6377
fax: 412.364.6376
e: taitingengineering.net

TAIT
ENGINEERING, INC.



SURVEY NOTES

- Property subject to any issues that may be revealed by a current and complete TDS report. (None provided)
- Declaration is made to the original purchaser of this survey. It is not transferable to additional instigators or subsequent owners. Copies of this plan without an impression seal are void and are for reference only.
- Utilities have been located as they were observed during the time of survey. Additional utilities and/or their respective easements may exist.
- Horizontal control and bearings shown herein are PA State Plane NAD83.
- Topography shown is in the NAVD88 vertical. Topography and has been field verified by Tait Engineering, Inc. within the vicinity of the spot elevations shown herein. Other contours have been sourced from PASOA, Site no. 46001330909.

PA ONE CALL NOTICE

Underground utilities have been plotted from available information and the locations must be considered approximate. Other underground utilities may exist which are not shown. It will be the contractor's responsibility to ascertain all physical locations of utility lines prior to the time of construction. In no way shall the contractor hold the surveyor responsible for any utility locations shown or not shown on this plan. Pennsylvania legislation, act 30, requires notification to utility companies prior to any digging, drilling, blasting, or excavation. For location requests in the state of Pennsylvania call toll free.

1-800-242-1776 SN: 2025 173 2215



Plan of Property with Topography

SITUATE IN:
Town of McCandless
Allegheny County, PA
MADE FOR:
Wolfgate Development Co., LLC
111 Perrymont Road

Date: June 30, 2025
Scale: 1" = 20'
Drawn By: JTW
Plot Number: 37345
CAD File: 25-0008
Revised:

9-17-2025



208 Perry Highway
Pittsburgh, Pennsylvania 15229
tel: 412-364-6100
fax: 412-364-6116
e: taiteng@atticgrounpa.net

EXHIBIT E

Consent Motion

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

MCT CUMBERLAND LANDCO, LLC,

Appellant,

vs.

No. SA-25-000052

**THE MCCANDLESS ZONING HEARING
BOARD,**

Appellee,

vs.

TOWN OF MCCANDLESS,

Intervenor.

JOINT MOTION FOR CONSENT ORDER

Appellant, MCT Cumberland Landco, LLC (“Wolfgate”) and Intervenor, the Town of McCandless (“Town”), files this Consent Motion seeking to resolve this Land Use Appeal, and in support thereof state:

1. The property in question in this appeal is an unusually small, vacant piece of land in McCandless Township, Allegheny County at the intersection of McKnight Road, Cumberland Road, and Guenevere Drive, designated for real estate tax purposes as block and Lot 826-L-137 (the “Property”).

2. The Property is owned by Betty J. Thomson.

3. By Real Estate Purchase and Sale Agreement dated February 21, 2024, Ms. Thomson agreed to sell the Property to Wolfgate. The Agreement expressly allows Wolfgate to apply for and seek the zoning approvals at issue here.

4. The Property is in the Corridor District zoning district (“M-C District”) as described in the McCandless Township Zoning Ordinance (the “Ordinance”) and as shown on the McCandless Township Zoning Map (the “Map”).

5. The Property is located at the northwest corner of McKnight Road (a four-lane state highway) and Cumberland Road; this is a signalized, heavily-traveled intersection in a commercial area of the Township.

6. The Property is just north of McCandless Crossing, a commercial development that includes big-box retail stores, medical facilities, retail shops, and restaurants.

7. The current configuration and size of the Property are a result of PennDOT condemning the right-of-way for McKnight Road.

8. The Property is heavily sloped and encumbered by sewer, utility, and stormwater easements.

9. The Ordinance allows off-premises pole signs as a special exception in the M-C District.

Application No. 2025 / Allegheny County Court of Common Pleas Docket No. SA 24-611

10. On May 16, 2024, Wolfgate submitted an application with supporting materials requesting that the Board grant a special exception (“Special Exception”) for an “Internally Illuminated LED Double-Faced Off-Premises Pole Sign with each face having an area of 200 feet” to be located on the Property. (“Application No. 2025”).

11. The sign proposed in Application No. 2025 had a 60-degree angle between the two sign faces.

12. On May 23, 2024, at the direction of the Town Zoning Officer, Wolfgate submitted a supplemental application requesting the following three variances for the sign:

1. From Section 1305.130(E)8.b: One Digital Display Sign is permitted per property. Wolfgate requested two.
2. From Section 1305.150(B)1: One Sign is permitted per lot in nonresidential zoning districts. Wolfgate requested two.
3. From Section 1305.150(B)7.b: Internal illumination is permitted, provided that a sign does not face a residential zoning district. Wolfgate requested that one sign face be permitted to “show” to R-M District.

(collectively, the “Variances”).

13. The Board held hearings regarding Application No. 2025 and the Variances on June 26, 2024 and July 27, 2024.

14. The Board voted to deny Wolfgate’s Application, and circulated its Findings of Fact, Conclusions of Law, and Decision dated August 28, 2024 (the “Application No. 2025 Decision”).

15. Wolfgate timely appealed the Application No. 2025 Decision to this Court at Docket No. SA-24-000611 (the “Application No. 2025 Appeal”).

16. On October 24, 2024, the Town of McCandless filed a Notice of Intervention in the Application No. 2025 Appeal.

17. On January 31, 2025, in accordance with the Court’s briefing schedule, Wolfgate and the Board submitted briefs.

18. On January 30, 2025, the Town advised the Court that it opted not to file a brief.

Application 2030 / Allegheny County Court of Common Pleas Docket No. SA 25-52

19. On July 31, 2024, Wolfgate submitted an application with supporting materials requesting that the Board grant a Special Exception for an “Internally Illuminated LED Double-

Faced Off-Premises Pole Sign with each face having an area of 200 feet” (“Application No. 2030”).

20. The sign had two faces, positioned back-to-back, with no angle between them .
21. The Board held hearings on October 23, 2024 and November 20, 2024.
22. The Board denied Application No. 2030.
23. The Board’s Findings of Fact, Conclusions of Law, and Decision were circulated on January 3, 2025 (“Application No. 2030 Decision”).
24. Wolfgate timely appealed the Application No. 2030 Decision to this Court on February 3, 2025 (the “Application No. 2030 Appeal”), docketed at SA-25-52.
25. On February 18, 2025, the Town of McCandless filed a Notice of Intervention in the Application No. 2030 Appeal.
26. On May 28, 2025, in accordance with the Court’s briefing schedule, Wolfgate and the Board submitted briefs.
27. The Town advised the Court that it opted not to file a brief.
28. In September, 2025, the parties requested that the Court hold the Land Use Appeals in abeyance pending settlement discussions.
29. The Court granted that request on September 5, 2025.
30. Representatives of Wolfgate and the Town have met several times have agreed to certain terms and conditions to resolve the pending Appeals, all of which are set forth in a Settlement Agreement, a copy of which is attached hereto (the “Settlement Agreement”).
31. All parties agree that it is in their best interests, as well as the best interest of the general public as a whole, to resolve this appeal in accordance with the terms of the Settlement Agreement.

32. A copy of this Motion is being filed simultaneously at both docket SA-24-611 and SA-25-52.

Respectfully submitted,

STRASSBURGER MCKENNA GUTNICK
& GEFSKY

BABST CALLAND CLEMENTS AND
ZOMNIR, P.C.

Alan T. Shuckrow, Esquire
Alexis M. Wheeler, Esquire
Robert D. Kaufman, Esquire

*Solicitor for McCandless Township Zoning
Hearing Board*

MEYER, UNKOVIC & SCOTT LLP

Stephen L. Korbel, Esquire
Anna S. Jewart, Esquire

Solicitor for Town of McCandless

Kevin M. McKeegan, Esquire
Brittany M. Bloam, Esquire

*Attorneys For MCT Cumberland Landco,
LLC*

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

MCT CUMBERLAND LANDCO, LLC,

Appellant,

vs.

No. SA-25-000052

THE MCCANDLESS ZONING HEARING
BOARD,

Appellee,

vs.

TOWN OF MCCANDLESS,

Intervenor.

ORDER OF COURT

AND, NOW, to-wit, this _____ day of _____, 2025, it is hereby ORDERED,
ADJUDGED and DECREED that:

(1) After consideration of the foregoing Joint Motion for Consent Order and the Settlement Agreement attached thereto, the Motion is GRANTED.

(2) The understandings and agreements of the parties contained in the Settlement Agreement are hereby incorporated by reference in this Order, and this Court retains jurisdiction of this matter to the extent necessary to enforce the terms and conditions of the Settlement Agreement.

(3) The Department of Court Records is hereby directed to enter this Order on the docket at SA-24-611 and SA-25-52.

BY THE COURT:

_____.J.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

MCT CUMBERLAND LANDCO, LLC,

Appellant,

vs.

No. SA-24-000611

THE MCCANDLESS ZONING HEARING
BOARD,

Appellee,

vs.

TOWN OF MCCANDLESS,

Intervenor.

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22. The Board denied Application No. 2030.
23. The Board’s Findings of Fact, Conclusions of Law, and Decision were circulated on January 3, 2025 (“Application No. 2030 Decision”).
24. Wolfgate timely appealed the Application No. 2030 Decision to this Court on February 3, 2025 (the “Application No. 2030 Appeal”), docketed at SA-25-52.
25. On February 18, 2025, the Town of McCandless filed a Notice of Intervention in the Application No. 2030 Appeal.
26. On May 28, 2025, in accordance with the Court’s briefing schedule, Wolfgate and the Board submitted briefs.
27. The Town advised the Court that it opted not to file a brief.
28. In September, 2025, the parties requested that the Court hold the Land Use Appeals in abeyance pending settlement discussions.
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30. Representatives of Wolfgate and the Town have met several times have agreed to certain terms and conditions to resolve the pending Appeals, all of which are set forth in a Settlement Agreement, a copy of which is attached hereto (the “Settlement Agreement”).
31. All parties agree that it is in their best interests, as well as the best interest of the general public as a whole, to resolve this appeal in accordance with the terms of the Settlement Agreement.

32. A copy of this Motion is being filed simultaneously at both docket SA-24-611 and SA-25-52.

Respectfully submitted,

STRASSBURGER MCKENNA GUTNICK
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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

MCT CUMBERLAND LANDCO, LLC,

Appellant,

vs.

No. SA-24-000611

**THE MCCANDLESS ZONING HEARING
BOARD,**

Appellee,

vs.

TOWN OF MCCANDLESS,

Intervenor.

ORDER OF COURT

AND, NOW, to-wit, this _____ day of _____, 2025, it is hereby ORDERED,
ADJUDGED and DECREED that:

(1) After consideration of the foregoing Joint Motion for Consent Order and the Settlement Agreement attached thereto, the Motion is GRANTED.

(2) The understandings and agreements of the parties contained in the Settlement Agreement are hereby incorporated by reference in this Order, and this Court retains jurisdiction of this matter to the extent necessary to enforce the terms and conditions of the Settlement Agreement.

(3) The Department of Court Records is hereby directed to enter this Order on the docket at SA-24-611 and SA-25-52.

BY THE COURT:

.....J.

OFFICIAL

TOWN OF MCCANDLESS
ORDINANCE NO. 1563

AN ORDINANCE OF THE TOWN OF MCCANDLESS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWN TO ENTER INTO A LEASE AGREEMENT WITH RT19 REICHOLD MT DEVCO LLC FOR THE USE OF TOWN PROPERTY TO INSTALL AN OFF-PREMISES SIGN ON PROPERTY DESIGNATED AS BLOCK AND LOT NUMBER 1348-S-500.

WHEREAS, the Town of McCandless ("Town") is the record owner of a certain tract of land situate in the Town of McCandless, Allegheny County, Pennsylvania having an address of Reichold Road, Wexford, PA 15090, designated by Allegheny County as Block and Lot No. 1348-S-500, containing 0.45 acres, more or less, more particularly defined in Deed Book Volume 7614 page 623 ("Property"); and

WHEREAS, RT19 REICHOLD MT DEVCO LLC, is a Limited Liability Company, operating and existing under the laws of the Commonwealth of Pennsylvania, with its offices at 500 W Office Center Drive, Fort Washington, PA 9034-3215 ("Grantee"); and

WHEREAS, this lease is provided as part of a global settlement related to two (2) pending applications for special exceptions before the Town Zoning Hearing Board to construct a sign at 9200 Perry Highway at Block and Lot No. 825-M-388 and 9011 Perry Highway at Block and Lot No. 825-R-11 (collectively, the "Applications") and two (2) land use appeals pending before the Allegheny County Court of Common Pleas, identified as Town Application No. 2025 and Allegheny County Court of Common Pleas Docket No. SA-24-611 and Town Application No. 2030 and Allegheny County Court of Common Pleas Docket No. SA-25-52 (collectively, the "Appeals"); and

WHEREAS, as set forth in greater detail in the Settlement Agreement between the Town and Grantee approved by Town Council on December 15, 2025, the Parties desire to enter into an lease agreement setting forth additional terms, rights, and conditions of the lease, ("Easement

Agreement") a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, a duly advertised public hearing was held before Town Council of the Town of McCandless on Monday, December 8, 2025, and all other notices have been provided as required by the Codified Ordinances of the Town and by law.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of McCandless, Allegheny County, Pennsylvania, that:

Section 1. The above recitals are incorporated into this Ordinance as if fully set forth herein.

Section 2. The Town Council of the Town of McCandless hereby approves the Lease Agreement in a form similar to the Easement Agreement attached hereto as Exhibit "A" and otherwise acceptable to the Town Attorney and Town Manager

Section 3. The Town Council hereby authorizes the appropriate Town officials to execute said Lease Agreement and to take any and all actions necessary to effectuate the same.

Section 4. If any of the provisions or terms of this Ordinance shall be held invalid for any reason whatsoever, then, unless such provision or term is material to this Ordinance as to render this Ordinance impracticable to perform, such provision or term shall be deemed severable from the remaining provisions or terms of this Ordinance and shall in no way affect the validity or enforceability of any other provisions hereof.

Section 5. All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED AND ENACTED into law, this 15th day of December, 2025, to become effective in accordance with applicable law.

ATTEST:

TOWN COUNCIL
TOWN OF McCANDLESS

BY: _____
Secretary

BY: _____
President of Town Council

EXHIBIT "A"
Lease Agreement

SIGN LEASE AGREEMENT

This Lease Agreement (the “**Lease**” or “**Agreement**”) dated this ____ day of _____, 2025 (“**Effective Date**”), is by and between THE TOWN OF MCCANDLESS (“**LESSOR**”), and RT 19 REICHOLD MT DEVCO LLC (“**LESSEE**”), or their nominee or assignee. Individually, LESSOR and LESSEE may be referred to as “**Party**” and together “**Parties**”.

Background

A. LESSOR is the owner of a vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500) which is attached hereto as Exhibit “A”, (“**Lessor’s Property**” or “**Property**”).

B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, subject to all the terms and conditions hereinafter set forth, a portion of Lessor’s Property (with reasonable access over and across same), which shall consist of the area where the supporting structure of the Sign Structure(s) (as defined herein) is/are affixed to the Property, the surrounding area and the airspace above the same identified more particularly on Exhibit “B” and Exhibit “C” attached hereto (the “**Premises**”).

C. **NOW THEREFORE**, in consideration of the undertakings contained in this Lease, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM.** The “**Term**” of this Agreement shall be Twenty-Five (25) Years and shall commence upon the Rent Commencement as defined herein. This Lease shall be automatically renewed for successive Two (2) Ten (10) Year periods on the same terms and conditions as herein contained (each a “**Renewal Term**”), unless LESSEE delivers written notice to LESSOR (by certified or registered mail) prior to the expiration of the initial Term or any Renewal Term of this Lease then in effect expressing its intent not to renew the Lease. The Term and any Renewal Term(s) are hereinafter collectively referred to as the “**Term**”. Each full consecutive Twelve (12) Month period of the Term immediately following the Rent Commencement is hereinafter referred to as a (“**Lease Year**”).

2. **DEVELOPMENT PERIOD.** The development period of this Agreement begins on the Effective Date and expires on the last day of the month during which the Sign Structure(s) is completed and operational. If LESSEE has not completed the Sign Structure(s) within Twelve (12) Months after the Effective Date (“**Development Period**”), LESSEE may elect at its sole option to (i) terminate this Agreement or (ii) begin the Term. Should a decision be pending with a governmental body, utility authority or with a court of competent jurisdiction, the Development Period shall continue during its pendency, until resolution.

3. **RENT.** Commencing on the first day of the calendar month following the date of completion of construction of the Sign Structure(s) (“**Rent Commencement**”), LESSEE shall pay rent to the LESSOR in accordance with the attached Rent Schedule “A” (“**Rent**”).

4. **PREMISES/LESSEE’S IMPROVEMENTS.** LESSEE, including its agents, shall have the exclusive right to the Premises with reasonable access to the Premises over and across the Property for the purpose of construction, operation, servicing, modification, repair, repositioning, maintenance, and removal of Lessee’s advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the “**Sign Structure(s)**”), including the establishment and/or provision of electrical power to the Sign Structure(s) and placement of incidental and ancillary equipment thereon. All personal property or fixtures installed by

or on behalf of LESSEE is collectively referred to as the (“**Equipment**” or “**Personal Property**”), which LESSOR agrees is not part of the Property. LESSOR further grants LESSEE the right to maintain the visibility to the Sign Structure(s) free of obstructive vegetation and structures during the Term of this Agreement.

5. **APPROVALS:** All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by LESSEE are LESSEE’s trade fixtures, trade names and trademarks, and shall be and remain LESSEE’s exclusive personal property. LESSEE’s ability to construct the Sign Structure(s) is contingent upon LESSEE’s obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Sign Structure(s) (referred to hereinafter collectively as the “**Approvals**”) at LESSEE’S sole cost and expense. The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by LESSEE and/or required for installation and operation of the Sign Structure(s) (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase “final, irrevocable, unappealable and unappealed” shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that LESSEE has approved and agreed to comply with any conditions of approval. LESSOR and LESSEE acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

6. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend, and hold harmless Lessor and its agents for all claims, losses, costs, and damages arising out of or related to Lessee’s use, occupation, maintenance, or removal of the Premises or Sign Structure(s). Insurance shall be maintained in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and Lessor shall be an additional insured. Certificates of insurance shall be delivered annually. This paragraph shall survive termination or expiration of the Lease.

7. **LESSOR’S AND LESSEE’S COVENANTS.** LESSOR covenants and warrants that (i) LESSOR is either the owner, agent of the owner, or authorized lessee of the Property (and LESSOR agrees to provide LESSEE with written proof of such authorization, if requested), (ii) LESSOR has full power and authority to enter into and perform under the covenants of this Agreement, including, without limitation, leasing the Property and authorizing the construction and operation of the Sign Structure(s) at the Premises, (iii) the execution of this Lease by LESSOR and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which LESSOR is a party, including but not limited to any other leases or easement agreements. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees shrubs or other vegetation), or any other object on the Property, or any adjoining or appurtenant property owned or controlled by LESSOR, which would in any manner, partially or completely, obscure or obstruct the unobstructed view(s) of the Sign Structure(s) on the Property from the adjacent roadway(s), nor permit others on LESSOR’s Property to do so (in which case LESSEE has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LESSOR’s expense; and/or (ii) to cut and/or remove any obscuring or obstructing vegetation at LESSOR’s expense). LESSOR shall cause LESSOR’s Property, at all times, to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at LESSOR’s expense. Lessee shall, at its sole cost and expense, keep and maintain the Premises and any portion of the Property used by Lessee in good condition and repair, and in compliance with all applicable laws, ordinances and regulations. Lessor shall

not be responsible for repair or maintenance of the Premises or any part of the Sign Structure(s) or related improvements.

8. **NON-DISTURBANCE.** LESSOR covenants that if, and so long as, LESSEE timely pays Rent and performs the conditions hereof, LESSEE shall peaceably and quietly have, hold and enjoy the Premises and Sign Structure(s) for the Term, subject to the provisions of this Agreement. If the Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, LESSOR and LESSEE agree that LESSOR shall cause each holder of such mortgages or deeds of trust to execute within Fifteen (15) days of LESSEE request a Subordination, Non-disturbance and Attornment Agreement ("SNDA") which agreement shall incorporate provisions (the "**Non-Disturbance Provisions**") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of LESSEE and its successor and assigns in the Premises and assume the obligations of LESSOR under the provisions of this Agreement; and (b) that such holder shall require that any purchaser acquiring LESSOR's Property or the Premises shall assume the obligations of LESSOR under this Agreement so that the rights of LESSEE or those holding under LESSEE shall not be interfered with or affected in any manner whatsoever. If LESSOR does not deliver the required SNDA to LESSEE within such Fifteen (15) day period, LESSEE may terminate this Agreement by written notice to LESSOR at any time prior to the date LESSOR delivers such executed agreement(s) to LESSEE. LESSEE hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of LESSOR subsequently placed upon LESSOR's Property or the Premises after the date of this Agreement (hereinafter referred to as the "**Subsequent Mortgagee**"), provided LESSEE, LESSOR and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions. LESSOR acknowledges that this Agreement and the interests contained in this Agreement run with the Property. The Parties agree to execute a recordable Memorandum of this Agreement, in such form as is attached hereto as Exhibit "D", and further agree to execute any documents necessary to evidence or effectuate this Agreement, including any documents necessary to effectuate its purpose.

9. **ESTOPPEL CERTIFICATE.** Within no more than forty-five (45) days after written request by LESSOR or LESSEE, the other party will execute, acknowledge and deliver to LESSOR or LESSEE a certificate stating: (a) that this Agreement is unmodified and in full force and effect, or, if the Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Agreement have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the LESSEE, LESSEE has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Agreement by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by LESSOR or LESSEE. Any certificate may be relied upon by any prospective purchaser of LESSOR's or LESSEE's assets and any prospective lender of LESSOR or LESSEE. If LESSOR or LESSEE submits a completed certificate to the other party, and such party fails to object to its contents within thirty (30) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct.

10. **LESSEE'S RIGHT TO ENSURE OPERATION/MAINTENANCE.** In the event that, through no fault of LESSEE, (a) LESSEE is unable to secure or maintain the necessary Approvals despite diligent efforts; (b) a federal, state, or local statute, ordinance, regulation, or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Premises is entirely or partially damaged or destroyed due to a force majeure event; (d) the view of LESSEE's Sign Structure(s) is obstructed or impaired by any object or growth on the Property or neighboring property, not caused by LESSOR; (e) there is a permanent diversion of traffic from, or a change

in the direction of, traffic past the Sign Structure(s) on Route 19 adjoining the Property for 180 days or more; (f) LESSEE is prevented from maintaining electrical power to or illuminating the Sign Structure(s) due to reasons beyond its control; (g) maintenance is hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE may request a temporary rent abatement, subject to LESSOR's approval, until the issues outlined in "a" through "g" above are resolved. LESSEE may terminate this Agreement only if the issues persist for more than 180 days and cannot be reasonably remedied, upon sixty (60) days written notice to LESSOR. Any Rent paid in advance for the remainder of the Term shall be refunded to LESSEE, prorated to the effective date of termination.

11. **LESSEE'S RIGHT TO CONVEY INTEREST.** LESSEE hereby reserves the right, and said right is granted by LESSOR to LESSEE, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the LESSEE's right, title and interest in this Agreement upon the express and written assumption and compliance by the assignee of all of the obligations of the LESSEE herein named whereupon LESSEE shall be fully discharged from any and all obligations under this Agreement occurring after such transfer and LESSOR shall look solely to the assignee of the LESSEE's interest in this Agreement for the performance of such obligations. LESSEE shall further have the right, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to grant, sell, convey or otherwise transfer all or any portion of the Sign Structure(s), or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of LESSEE, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of LESSEE contained in this Agreement (to the extent not expressly reserved to LESSEE in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

12. **LESSEE'S RIGHT TO GRANT SECURITY INTEREST.** If LESSEE is not in default in any obligation of LESSEE under this Lease, LESSEE may grant a security interest in this Agreement or the Equipment, by assignment or otherwise, without the prior written consent of LESSOR, but with at least thirty (30) days' prior written notice to LESSOR. LESSOR agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by LESSEE's lender or lenders in connection with LESSEE's granting of any such security interest. Any and all liens, claims, demands, or rights, which LESSOR hereafter may acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of LESSEE and LESSOR hereby specifically waives and relinquishes all rights of levy, distress, seizure or execution with respect to any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of LESSEE's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Agreement or of LESSEE's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of LESSEE to be performed hereunder. Upon reasonable prior written notice to LESSOR, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with LESSEE's rights under the Agreement. In the event any lender (or its affiliates or assignees) acquires LESSEE's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify LESSOR within Five (5) business days of such assignment, which notice shall include such assignee's complete contact information.

13. **DEFAULT.** If LESSEE defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, LESSOR may give LESSEE notice of such default, and if LESSEE does not cure any monetary default within ten (10) days or other default within thirty (30) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured

within such thirty (30) days, and LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by LESSEE ("**Event of Default**") and LESSOR may terminate this Lease on not less than Thirty (30) days' notice to LESSEE. Upon termination in accordance with this Section 13, LESSEE shall be required to remove the Sign Structure(s) within Ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted ("**Removal Period**"). Removal of the Sign Structure(s) shall include subsurface footings, appurtenances and any other subsurface improvement and the above grade portions of said Sign Structure(s). Any of LESSEE'S Personal Property remaining on the Premises following such Removal Period, as applicable, shall be deemed to be LESSOR'S property. LESSOR may then choose to remove or dispose of LESSEE'S Personal Property, and LESSEE shall be responsible for any and all costs of such work, including costs to restore any damage to LESSOR'S Property caused by such removal. If LESSOR defaults in the performance of any of the covenants and conditions hereof, LESSEE may give LESSOR notice of such default, and if LESSOR does not cure any default within Thirty (30) days, then in addition to its remedies at law, LESSEE shall have the right to seek specific performance.

14. **CONDEMNATION**. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be terminated by LESSEE if the LESSEE is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, from maintaining the Sign Structure(s) on the Premises. In the event that all or any part of the Premises or the Property that interferes with LESSEE'S access to the Premises is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property or Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and from the acquiring entity (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition, including, but not limited to, the following: (a) the loss of the use of the Sign Structure(s); (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

15. **ADVERTISING:**

(A) During the Term, LESSEE shall not advertise any products/services which are reasonably determined by LESSOR by commercially reasonable standards; (i) are illegal, (ii) pornographic, lewd, obscene in nature, promotes discrimination or violence (gun or otherwise), or would constitute "hate speech" (the categorization of 'pornographic, lewd, or obscene' in this Lease encompasses gentlemen's clubs, sexually explicit publications, adult shops and any retail or products that support such adult-entertainment industry), (iii) constitute political advertising. "**Political Advertising**" shall mean, any advertising for the purpose of influencing public opinion with respect to legislative, administrative, or electoral matters, or with respect to any controversial issue of public importance, including the marketing of a political campaign, any communication soliciting funds for, supporting or opposing a candidate or person's nomination, appointment or election to or an incumbent's removal from, a public office, position, political party or office of a political party. Since the Sign Structure shall remain the property of LESSEE and all content is uploaded for display by LESSEE, it is agreed between the parties that the Sign Structure shall not constitute a 'limited public forum'.

(B) So long as LESSOR holds fee ownership to the Property, LESSOR shall be allowed the use of a portion of the Display following construction, completion and operation subject to the following terms and conditions ("**Ad Space**"):

a) One 'slot' of advertising on the Display for each Display face, which shall be defined as one rotation of advertising copy, on either face of the Display, for not less than eight (8) seconds, approximately once per minute, for a 24-hour period, 365 days per year. LESSOR may request to change the advertising copy that it would like to be displayed no more than four times per month.

b) LESSOR may only make use of the Ad Space for the advertising benefit and promotion of municipal or community-related events, public service announcements, or emergency messaging, and may not sell, assign, transfer, or otherwise relet the Ad Space to any 3rd party for consideration, monetary or otherwise.

c) LESSOR and LESSEE reserve the right to review the size, form, wording, illustration and style of all ad copy to be utilized under this Agreement. In the event either Party finds the content of any copy or advertisement objectionable, they shall provide notice of said objection to the other Party prior to the finalization of any ad copy. The Parties warrant that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state, or local government, governmental agency, or court and shall indemnify the other against any loss, damage, cost, judgment, or expense, including reasonable attorney fees, which either Party may incur by reason of any material or message in said advertisements.

d) The Ad Space and use of the Premises by LESSEE shall comply with all applicable 'Legal Requirements' and 'Governmental Authorities'. As used herein, the phrase "**Governmental Authorities**" shall mean any government or political subdivision or any agency, authority, bureau, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator. As used herein, the phrase "**Legal Requirements**" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, directions and requirements of all Governmental Authorities which now or at any time hereafter may be applicable to or required in connection with the Premises, Sign Structures and Display.

16. **ENTIRE AGREEMENT.** The whole of the parties' agreement is embodied herein, and no stipulation, representation or agreement not contained herein shall bind either party. No modification of this agreement after its execution shall be effective unless reduced to writing, signed by the parties and attached hereto as an addendum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and not by choice of law principles or the laws of any other state.

17. **MISCELLANEOUS.**

a) This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto, and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Premises, or (ii) LESSOR's mailing address within thirty (30) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice

b) LESSOR and LESSEE each warrant the other that it has not dealt with any broker or finder with regard to the Premises or this Lease. LESSOR and LESSEE shall each indemnify the other against any loss, liability, and expense (including attorneys' fees and court costs) with respect to any brokerage fees or commissions arising out of any act or omission of the indemnifying party.

c) LESSEE shall separately meter and pay for all electrical power consumed by the Sign Structure(s)

d) LESSEE shall be responsible for paying any ad valorem real estate taxes or other taxes imposed upon the LESSOR or LESSEE by any taxing authority whatsoever, with the exception of the Town of McCandless, that is in any way related to the erection or operation of the Sign Structure on the Property.

e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

f) Upon expiration, or earlier termination of the Lease, LESSEE shall be required to remove the Sign Structure(s) within the Removal Period in accordance with those set forth in Section 13 above.

g) LESSOR and LESSEE agree that each section of this Agreement is severable from the remainder, and, if any portion of this Agreement is declared to be void or unenforceable, the remainder of the Agreement shall continue in full force and effect.

h) Each Party is to be responsible for its own transaction costs.

i) LESSEE agrees not to permit any liens to stand against the Property for work done or materials furnished to LESSEE, and LESSEE agrees to indemnify and hold LESSOR harmless for any such liens for work performed under this Agreement. Upon receipt of notice that a lien is or may be placed against the Property, LESSEE shall proceed with due haste to have said lien removed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties have set their hands and seals hereto the day and year first written above intending to be legally bound.

LESSEE:

RT 19 REICHOLD MT DEVCO LLC

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RENT SCHEDULE 'A'

Vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090,
McCandless, Allegheny County
(Parcel 1348-S-500)

Five Thousand (\$5,000.00) Dollars annually paid in advance for each Lease Year ("Rent").

EXHIBIT "A"

PROPERTY

All that certain piece or parcel of land situate in the Town of McCandless, Allegheny County, PA, known as an unassessed parcel and a portion of Parcel 1348-S-500 both now or formerly McCandless Township, being more fully bounded and described as follows:

Beginning on the easterly legal right of way line of Perry Highway, S.R. 0019, said point also being on the northerly line of a parcel in the McCandless Rite Aid Lot Plan, as recorded in Plan Book Volume 259, Page 160; Thence along said easterly line of Perry Highway, N 19° 38' 07" W, a distance of 56.82' to a point on the southerly line of the relocated Reichold Road; Thence along said line by a curve to the right, having a radius of 40.00' and an arc distance of 47.41' to a point of tangency; Thence S 80° 19' 53" E, a distance of 207.88' to a point; Thence S 81° 27' 49" E, a distance of 54.00' to a point on the northerly line of said parcel in the McCandless Rite Aid Lot Plan; Thence by said line S 89° 40' 48" W, a distance of 228.24' to a point; Thence S 00° 14' 33" E, a distance of 8.52' to a point; Thence S 89° 36' 10" W, a distance of 17.97' to a point of curve; Thence by a curve to the left, having a radius of 40.00' and an arc distance of 40.45' to a point on the easterly legal right of way line of said Perry Highway, said point also being the Point of Beginning.

EXHIBIT "B"

PREMISES

The proposed location of the Premises is shown on Exhibit "B" hereto and the Sign Structure(s) will be located on the Premises. The specific location of the Premises and Sign Structure(s) and the location of any underground utilities shall be decided after the execution of this Agreement and completion of a survey by LESSEE to determine any underlying conditions (wetlands, topography, site lines, easements, etc. each of which may cause the relocation of the Premises and Sign Structure(s)) and will be shown on a site plan drafted by LESSEE ("Site Plan"). Upon completion of the Site Plan as approved by LESSOR, shall be attached hereto as Exhibit "C" and the Premises as identified on the Site Plan shall thereafter be deemed the Premises for all purposes under this Agreement. In the event of an inconsistency between Exhibit "B" and the Site Plan, the Site Plan shall control.

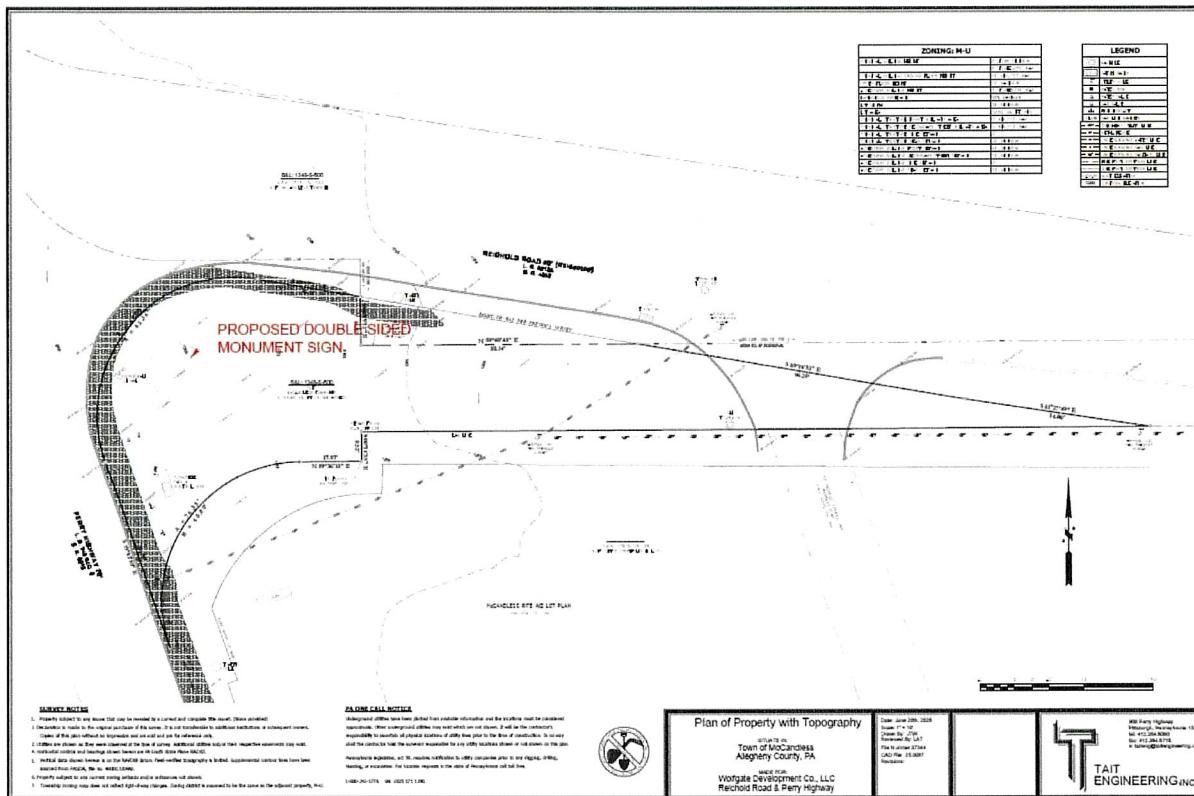


EXHIBIT "C"

PREMISES

[INSERT APPROVED SITE PLAN AND/OR LEGAL DESCRIPTION OF PREMISES]

DOUBLE FACED DIGITAL BILLBOARD

200 Sq. Ft. Display



500 W Office Drive
Fort Washington, PA 19034

This design engineered drawing is to remain exclusive property of Wolfgate Devco, LLC until approved and accepted thru purchase by client named on drawing.

Client

McCandless Township Address

Wexford, PA 15090 Account Exec.

Patrick Wolfgang

Project

MUNICIPALITY OF MCCANDLESS ALLEGHENY COUNTY, PA

Prepared For

Wolfgate Devco, LLC
500 OFFICE CENTER DRIVE
FORT WASHINGTON, PA 19034

Revisions

Date: 00.00.00	Notes: JDN
Date: 00.00.00	--
Date: 00.00.00	--
Date: 00.00.00	--

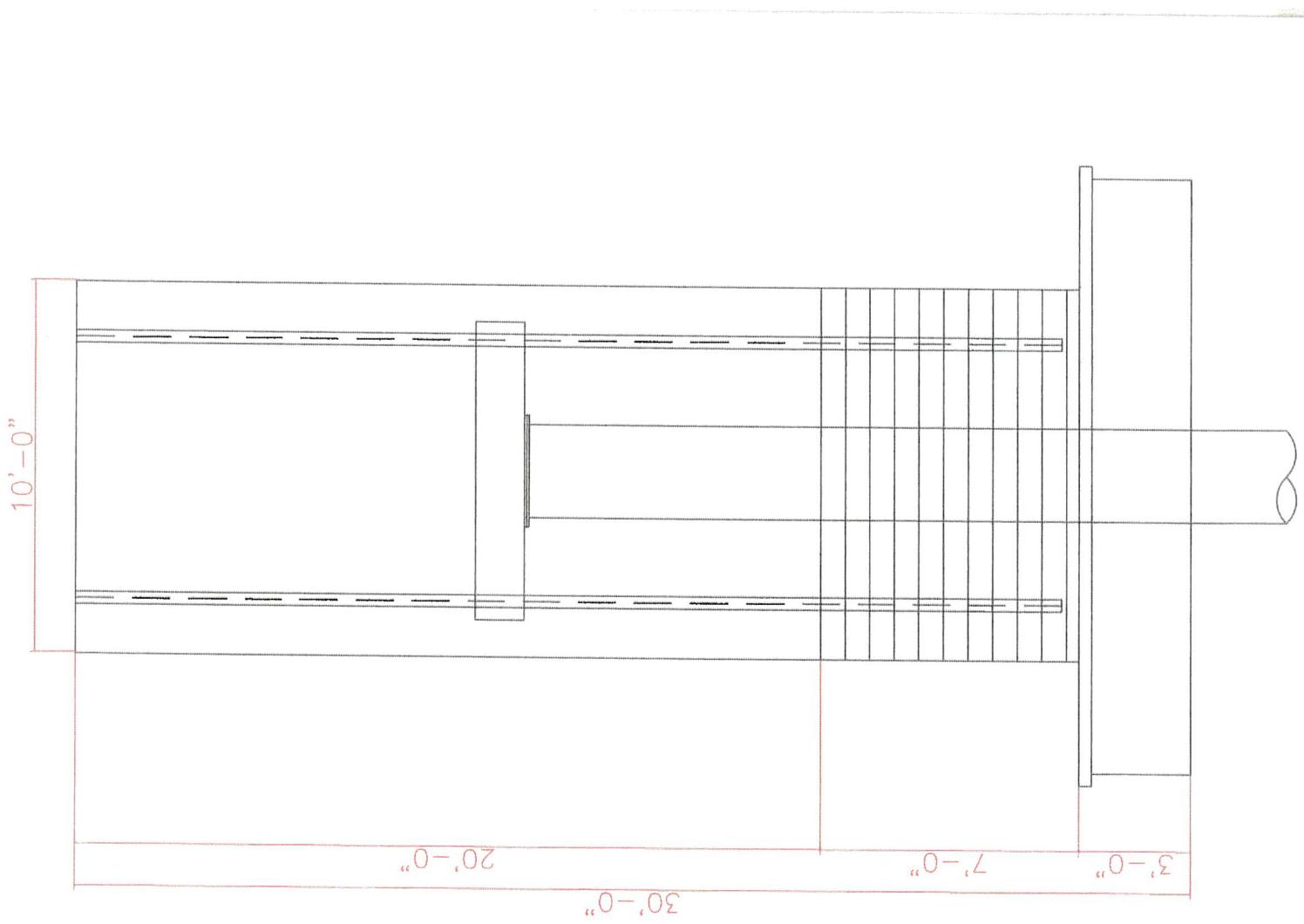
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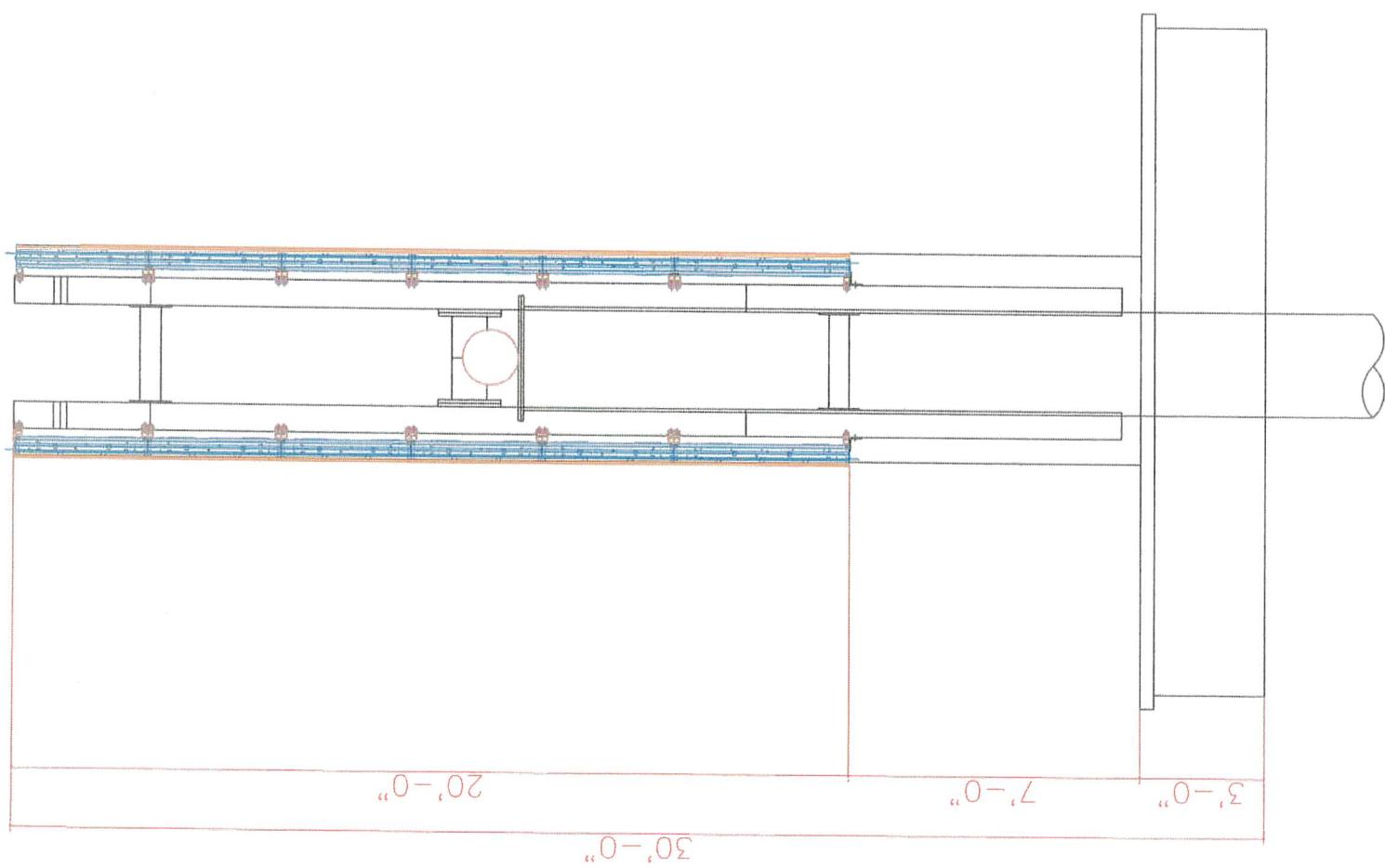
As Noted Archive
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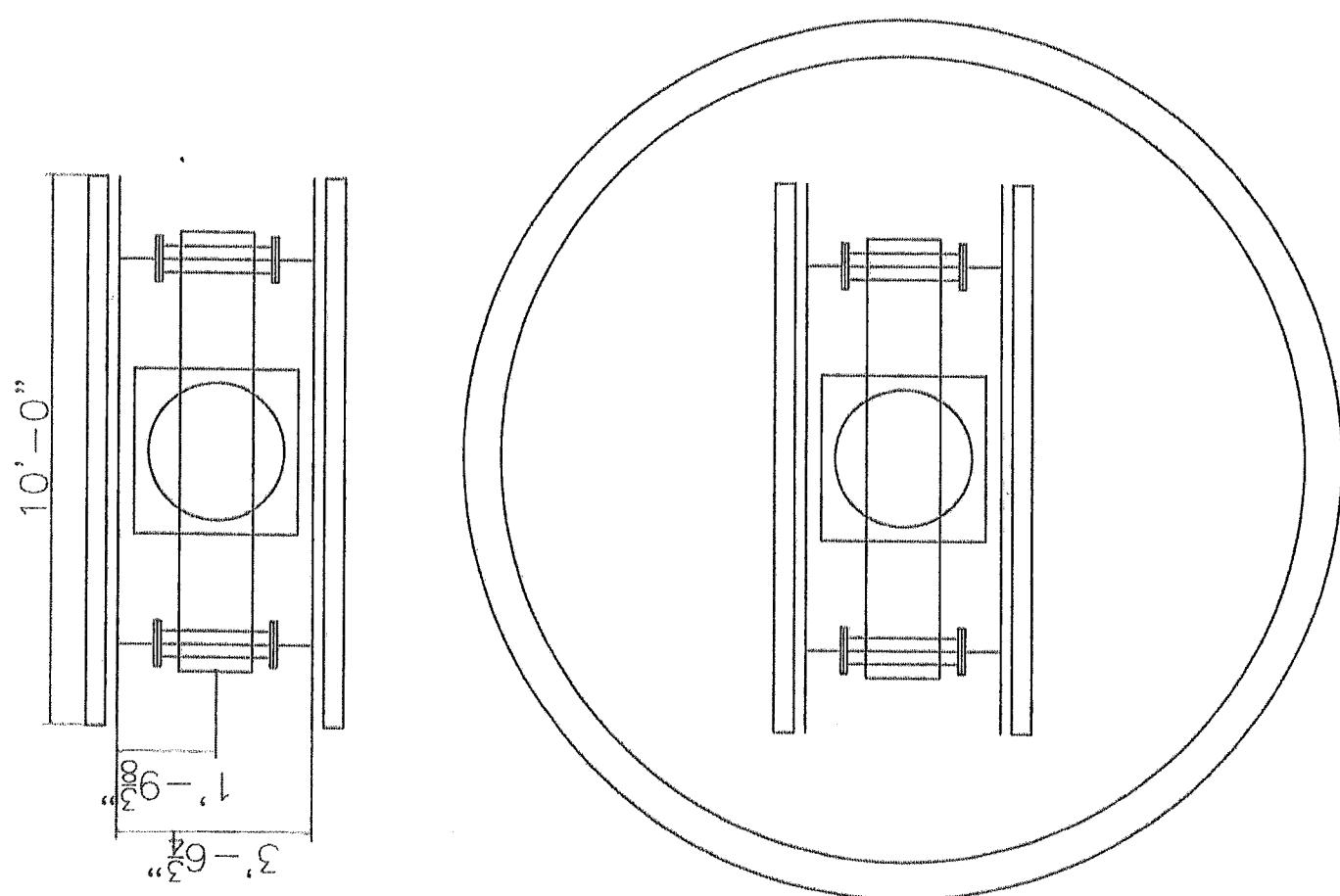
Designer

James D. Nelligan Date
03.20.25

Project # Drawing #
W-2023-127 001







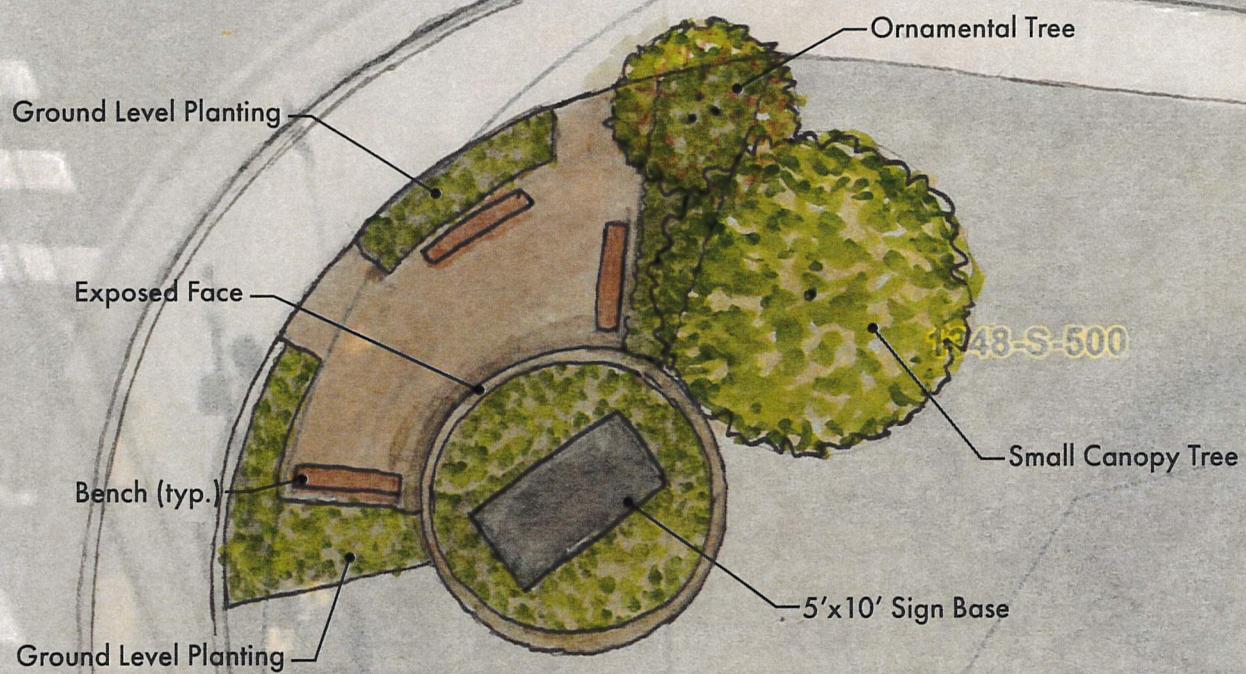


EXHIBIT "D"

MEMORANDUM OF LEASE

Property: Vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500)

THIS MEMORANDUM OF LEASE ("Memorandum"), dated this day of , 202 (the "Memorandum Date"), by and between THE TOWN OF MCCANDLESS ("LESSOR"), and RT 19 REICHOLD MT DEVCO LLC ("LESSEE").

Preliminary Statement

- A. LESSOR is the owner of a vacant parcel located on the southeast corner of Perry Highway and Reichold Road, Wexford, PA 15090, McCandless, Allegheny County (Parcel 1348-S-500) which is attached hereto as Exhibit "A" ("Lessor's Property" or "Property").
- B. LESSOR and LESSEE desire to set forth certain information as hereinafter described with respect to the Lease Agreement dated the ____ day of _____ 202____, including any and all addendums and amendments, by and between LESSOR and LESSEE (the "Agreement") with respect to LESSEE's lease of a portion of the Property (the portion being referred to as the "Premises"). LESSOR and LESSEE have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Agreement.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.
2. The name of LESSOR is THE TOWN OF MCCANDLESS ("LESSOR").
3. The name of LESSEE is RT 19 REICHOLD MT DEVCO LLC ("LESSEE").
4. The Premises demised is located at the Property as more particularly described on Exhibit "B" attached hereto ("Premises"). In addition, the Agreement provides for certain rights for the benefit of the LESSEE over the Property, including for the purposes of ingress and egress.
5. The Term of the Agreement is Twenty-Five (25) years beginning with Rent Commencement as defined in the Agreement ("Term").
6. **Notice to Future Lien Holders.** The Agreement is NOT self-subordinating to any future liens and the LESSEE will require a non-disturbance agreement acceptable to LESSEE in order to agree to subordinate its leasehold interest in the LESSOR's Property to any future lien holders.
7. This Memorandum is prepared for the purpose of providing record notice of the Agreement, and in no way modifies the express and particular provisions of the Agreement. The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the

Agreement and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

LESSEE:

RT 19 REICHOLD MT DEVCO LLC

By: _____

Name: _____

Title: _____

COMMONWALTH OF PENNSYLVANIA : :

: ss

COUNTY OF : :

On this, the ____ day of _____, 202____, before me the undersigned officer, personally appeared Patrick Wolfington, of RT 19 REICHOLD MT DEVCO LLC (“Company”), and that he, in his capacity as _____, and being authorized to do so, executed the forgoing instrument for the purposes therein contained on behalf of the Company, as its act and deed, and not in his individual capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Signature Page to Memorandum of Lease]

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF : _____

On this, the _____ day of _____, 202____, before me the undersigned officer, personally appeared _____, executed the foregoing instrument for the purposes therein contained by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Signature Page to Memorandum of Lease]

OFFICIAL

TOWN OF MCCANDLESS
ORDINANCE NO. 1564

AN ORDINANCE OF THE TOWN OF MCCANDLESS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWN TO ENTER INTO A LEASE AGREEMENT WITH RT19 PERRYMONT MT DEVCO LLC FOR THE USE OF TOWN PROPERTY TO INSTALL AN OFF-PREMISES SIGN ON PROPERTY RECORDED IN ALLEGHENY COUNTY RECORDER OF DEEDS ON SEPTEMBER 2, 1993 IN HIGHWAY PLAN BOOK 109 PAGE 50 AND ADJACENT TO PROPERTY DESIGNATED AS BLOCK AND LOT NUMBER 612-C-319.

WHEREAS, the Town of McCandless ("Town") is the record owner of a certain tract of land situate in the Town of McCandless, Allegheny County, Pennsylvania which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50 ("Property"); and

WHEREAS, RT19 PERRYMONT MT DEVCO LLC, is a Limited Liability Company, operating and existing under the laws of the Commonwealth of Pennsylvania, with its offices at 500 W Office Center Drive, Fort Washington, PA 9034-3215 ("Grantee"); and

WHEREAS, this lease is provided as part of a global settlement related to two (2) pending applications for special exceptions before the Town Zoning Hearing Board to construct a sign at 9200 Perry Highway at Block and Lot No. 825-M-388 and 9011 Perry Highway at Block and Lot No. 825-R-11 (collectively, the "Applications") and two (2) land use appeals pending before the Allegheny County Court of Common Pleas, identified as Town Application No. 2025 and Allegheny County Court of Common Pleas Docket No. SA-24-611 and Town Application No. 2030 and Allegheny County Court of Common Pleas Docket No. SA-25-52 (collectively, the "Appeals"); and

WHEREAS, as set forth in greater detail in the Settlement Agreement between the Town and Grantee approved by Town Council on December 15, 2025, the Parties desire to enter into

an lease agreement setting forth additional terms, rights, and conditions of the lease, ("Easement Agreement") a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, a duly advertised public hearing was held before Town Council of the Town of McCandless on Monday, December 8, 2025, and all other notices have been provided as required by the Codified Ordinances of the Town and by law.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of McCandless, Allegheny County, Pennsylvania, that:

Section 1. The above recitals are incorporated into this Ordinance as if fully set forth herein.

Section 2. The Town Council of the Town of McCandless hereby approves the Lease Agreement in a form similar to the Easement Agreement attached hereto as Exhibit "A" and otherwise acceptable to the Town Attorney and Town Manager

Section 3. The Town Council hereby authorizes the appropriate Town officials to execute said Lease Agreement and to take any and all actions necessary to effectuate the same.

Section 4. If any of the provisions or terms of this Ordinance shall be held invalid for any reason whatsoever, then, unless such provision or term is material to this Ordinance as to render this Ordinance impracticable to perform, such provision or term shall be deemed severable from the remaining provisions or terms of this Ordinance and shall in no way affect the validity or enforceability of any other provisions hereof.

Section 5. All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED AND ENACTED into law, this 15th day of December, 2025, to become effective in accordance with applicable law.

ATTEST:

TOWN COUNCIL
TOWN OF McCANDLESS

BY: _____
Secretary

BY: _____
President of Town Council

EXHIBIT "A"
LEASE AGREEMENT

SIGN LEASE AGREEMENT

This Lease Agreement (the “**Lease**” or “**Agreement**”) dated this ____ day of _____, 2025 (“**Effective Date**”), is by and between THE TOWN OF MCCANDLESS (“**LESSOR**”), and RT 19 PERRYMONT MT DEVCO LLC (“**LESSEE**”), or their nominee or assignee. Individually, LESSOR and LESSEE may be referred to as “**Party**” and together “**Parties**”.

Background

A. LESSOR is the owner of that certain Land which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50, McCandless Township, which is attached hereto as Exhibit “A”, (“**Lessor’s Property**” or “**Property**”).

B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, subject to all the terms and conditions hereinafter set forth, a portion of Lessor’s Property (with reasonable access over and across same), which shall consist of the area where the supporting structure of the Sign Structure(s) (as defined herein) is/are affixed to the Property, the surrounding area and the airspace above the same identified more particularly on Exhibit “B” and Exhibit “C” attached hereto (the “**Premises**”).

C. **NOW THEREFORE**, in consideration of the undertakings contained in this Lease, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM.** The “**Term**” of this Agreement shall be Twenty-Five (25) Years and shall commence upon the Rent Commencement as defined herein. This Lease shall be automatically renewed for successive Two (2) Ten (10) Year periods on the same terms and conditions as herein contained (each a “**Renewal Term**”), unless LESSEE delivers written notice to LESSOR (by certified or registered mail) prior to the expiration of the initial Term or any Renewal Term of this Lease then in effect expressing its intent not to renew the Lease. The Term and any Renewal Term(s) are hereinafter collectively referred to as the “**Term**”. Each full consecutive Twelve (12) Month period of the Term immediately following the Rent Commencement is hereinafter referred to as a (“**Lease Year**”).

2. **DEVELOPMENT PERIOD.** The development period of this Agreement begins on the Effective Date and expires on the last day of the month during which the Sign Structure(s) is completed and operational. If LESSEE has not completed the Sign Structure(s) within Twelve (12) Months after the Effective Date (“**Development Period**”), LESSEE may elect at its sole option to (i) terminate this Agreement or (ii) begin the Term. Should a decision be pending with a governmental body, utility authority or with a court of competent jurisdiction, the Development Period shall continue during its pendency, until resolution.

3. **RENT.** Commencing on the first day of the calendar month following the date of completion of construction of the Sign Structure(s) (“**Rent Commencement**”), LESSEE shall pay rent to the LESSOR in accordance with the attached Rent Schedule “A” (“**Rent**”).

4. **PREMISES/LESSEE’S IMPROVEMENTS.** LESSEE, including its agents, shall have the exclusive right to the Premises with reasonable access to the Premises over and across the Property for the purpose of construction, operation, servicing, modification, repair, repositioning, maintenance, and removal of Lessee’s advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the “**Sign Structure(s)**”), including the establishment and/or provision of electrical power to the Sign Structure(s)

and placement of incidental and ancillary equipment thereon. All personal property or fixtures installed by or on behalf of LESSEE is collectively referred to as the (“**Equipment**” or “**Personal Property**”) which LESSOR agrees is not part of the Property. LESSOR further grants LESSEE the right to maintain the visibility to the Sign Structure(s) free of obstructive vegetation and structures during the Term of this Agreement.

5. **APPROVALS:** All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by LESSEE are LESSEE’s trade fixtures, trade names and trademarks, and shall be and remain LESSEE’s exclusive personal property. LESSEE’s ability to construct the Sign Structure(s) is contingent upon LESSEE’s obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Sign Structure(s) (referred to hereinafter collectively as the “**Approvals**”) at LESSEE’S sole cost and expense. The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by LESSEE and/or required for installation and operation of the Sign Structure(s) (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase “final, irrevocable, unappealable and unappealed” shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that LESSEE has approved and agreed to comply with any conditions of approval. LESSOR and LESSEE acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

6. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend, and hold harmless Lessor and its agents for all claims, losses, costs, and damages arising out of or related to Lessee’s use, occupation, maintenance, or removal of the Premises or Sign Structure(s). Insurance shall be maintained in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and Lessor shall be an additional insured. Certificates of insurance shall be delivered annually. This paragraph shall survive termination or expiration of the Lease.

7. **LESSOR’S AND LESSEE’S COVENANTS.** LESSOR covenants and warrants that (i) LESSOR is either the owner, agent of the owner, or authorized lessee of the Property (and LESSOR agrees to provide LESSEE with written proof of such authorization, if requested), (ii) LESSOR has full power and authority to enter into and perform under the covenants of this Agreement, including, without limitation, leasing the Property and authorizing the construction and operation of the Sign Structure(s) at the Premises, (iii) the execution of this Lease by LESSOR and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which LESSOR is a party, including but not limited to any other leases or easement agreements. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees shrubs or other vegetation), or any other object on the Property, or any adjoining or appurtenant property owned or controlled by LESSOR, which would in any manner, partially or completely, obscure or obstruct the unobstructed view(s) of the Sign Structure(s) on the Property from the adjacent roadway(s), nor permit others on LESSOR’s Property to do so (in which case LESSEE has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LESSOR’s expense; and/or (ii) to cut and/or remove any obscuring or obstructing vegetation at LESSOR’s expense). LESSOR shall cause LESSOR’s Property, at all times, to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at LESSOR’s expense. Lessee shall, at its sole cost and expense, keep and maintain the Premises and any portion of the Property used by Lessee in good condition and repair, and in compliance with all applicable laws, ordinances and regulations. Lessor shall

not be responsible for repair or maintenance of the Premises or any part of the Sign Structure(s) or related improvements.

8. **NON-DISTURBANCE.** LESSOR covenants that if, and so long as, LESSEE timely pays Rent and performs the conditions hereof, LESSEE shall peaceably and quietly have, hold and enjoy the Premises and Sign Structure(s) for the Term, subject to the provisions of this Agreement. If the Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, LESSOR and LESSEE agree that LESSOR shall cause each holder of such mortgages or deeds of trust to execute within Fifteen (15) days of LESSEE request a Subordination, Non-disturbance and Attornment Agreement ("SNDA") which agreement shall incorporate provisions (the "Non-Disturbance Provisions") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of LESSEE and its successor and assigns in the Premises and assume the obligations of LESSOR under the provisions of this Agreement; and (b) that such holder shall require that any purchaser acquiring LESSOR's Property or the Premises shall assume the obligations of LESSOR under this Agreement so that the rights of LESSEE or those holding under LESSEE shall not be interfered with or affected in any manner whatsoever. If LESSOR does not deliver the required SNDA to LESSEE within such Fifteen (15) day period, LESSEE may terminate this Agreement by written notice to LESSOR at any time prior to the date LESSOR delivers such executed agreement(s) to LESSEE. LESSEE hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of LESSOR subsequently placed upon LESSOR's Property or the Premises after the date of this Agreement (hereinafter referred to as the "**Subsequent Mortgagee**"), provided LESSEE, LESSOR and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions. LESSOR acknowledges that this Agreement and the interests contained in this Agreement run with the Property. The Parties agree to execute a recordable Memorandum of this Agreement, in such form as is attached hereto as Exhibit "D", and further agree to execute any documents necessary to evidence or effectuate this Agreement, including any documents necessary to effectuate its purpose.

9. **ESTOPPEL CERTIFICATE.** Within no more than forty-five (45) days after written request by LESSOR or LESSEE, the other party will execute, acknowledge and deliver to LESSOR or LESSEE a certificate stating: (a) that this Agreement is unmodified and in full force and effect, or, if the Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Agreement have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the LESSEE, LESSEE has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Agreement by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by LESSOR or LESSEE. Any certificate may be relied upon by any prospective purchaser of LESSOR's or LESSEE's assets and any prospective lender of LESSOR or LESSEE. If LESSOR or LESSEE submits a completed certificate to the other party, and such party fails to object to its contents within thirty (30) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct.

10. **LESSEE'S RIGHT TO ENSURE OPERATION/MAINTENANCE.** In the event that, through no fault of LESSEE, (a) LESSEE is unable to secure or maintain the necessary Approvals despite diligent efforts; (b) a federal, state, or local statute, ordinance, regulation, or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Premises is entirely or partially damaged or destroyed due to a force majeure event; (d) the view of LESSEE's Sign Structure(s) is obstructed or impaired by any object or growth on the Property or neighboring property, not caused by LESSOR; (e) there is a permanent diversion of traffic from, or a change

in the direction of, traffic past the Sign Structure(s) on Route 19 adjoining the Property for 180 days or more; (f) LESSEE is prevented from maintaining electrical power to or illuminating the Sign Structure(s) due to reasons beyond its control; (g) maintenance is hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE may request a temporary rent abatement, subject to LESSOR's approval, until the issues outlined in "a" through "g" above are resolved. LESSEE may terminate this Agreement only if the issues persist for more than 180 days and cannot be reasonably remedied, upon sixty (60) days written notice to LESSOR. Any Rent paid in advance for the remainder of the Term shall be refunded to LESSEE, prorated to the effective date of termination.

11. **LESSEE'S RIGHT TO CONVEY INTEREST.** LESSEE hereby reserves the right, and said right is granted by LESSOR to LESSEE, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the LESSEE's right, title and interest in this Agreement upon the express and written assumption and compliance by the assignee of all of the obligations of the LESSEE herein named whereupon LESSEE shall be fully discharged from any and all obligations under this Agreement occurring after such transfer and LESSOR shall look solely to the assignee of the LESSEE's interest in this Agreement for the performance of such obligations. LESSEE shall further have the right, with at least thirty (30) days' prior written notice to LESSOR, (but without the approval of LESSOR being required), to grant, sell, convey or otherwise transfer all or any portion of the Sign Structure(s), or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of LESSEE, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of LESSEE contained in this Agreement (to the extent not expressly reserved to LESSEE in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

12. **LESSEE'S RIGHT TO GRANT SECURITY INTEREST.** If LESSEE is not in default in any obligation of LESSEE under this Lease, LESSEE may grant a security interest in this Agreement or the Equipment, by assignment or otherwise, without the prior written consent of LESSOR, but with at least thirty (30) days' prior written notice to LESSOR. LESSOR agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by LESSEE's lender or lenders in connection with LESSEE's granting of any such security interest. Any and all liens, claims, demands, or rights, which LESSOR hereafter may acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of LESSEE and LESSOR hereby specifically waives and relinquishes all rights of levy, distress, seizure or execution with respect to any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of LESSEE's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Agreement or of LESSEE's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of LESSEE to be performed hereunder. Upon reasonable prior written notice to LESSOR, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with LESSEE's rights under the Agreement. In the event any lender (or its affiliates or assignees) acquires LESSEE's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify LESSOR within Five (5) business days of such assignment, which notice shall include such assignee's complete contact information.

13. **DEFAULT.** If LESSEE defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, LESSOR may give LESSEE notice of such default, and if LESSEE does not cure any monetary default within ten (10) days or other default within thirty (30) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured

within such thirty (30) days, and LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by LESSEE ("Event of Default") and LESSOR may terminate this Lease on not less than Thirty (30) days' notice to LESSEE. Upon termination in accordance with this Section 13, LESSEE shall be required to remove the Sign Structure(s) within Ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted ("Removal Period"). Removal of the Sign Structure(s) shall include subsurface footings, appurtenances and any other subsurface improvement and the above grade portions of said Sign Structure(s). Any of LESSEE'S Personal Property remaining on the Premises following such Removal Period, as applicable, shall be deemed to be LESSOR'S property. LESSOR may then choose to remove or dispose of LESSEE'S Personal Property, and LESSEE shall be responsible for any and all costs of such work, including costs to restore any damage to LESSOR'S Property caused by such removal. If LESSOR defaults in the performance of any of the covenants and conditions hereof, LESSEE may give LESSOR notice of such default, and if LESSOR does not cure any default within Thirty (30) days, then in addition to its remedies at law, LESSEE shall have the right to seek specific performance.

14. **CONDEMNATION.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be terminated by LESSEE if the LESSEE is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, from maintaining the Sign Structure(s) on the Premises. In the event that all or any part of the Premises or the Property that interferes with LESSEE'S access to the Premises is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property or Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and from the acquiring entity (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition, including, but not limited to, the following: (a) the loss of the use of the Sign Structure(s); (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

15. **ADVERTISING:**

(A) During the Term, LESSEE shall not advertise any products/services which, as are reasonably determined by LESSOR, by commercially reasonable standards; (i) are illegal, (ii) pornographic, lewd, obscene in nature, promote discrimination or violence (gun or otherwise), or would constitute "hate speech" (the categorization of 'pornographic, lewd, or obscene' in this Lease encompasses gentlemen's clubs, sexually explicit publications, adult shops and any retail or products that support such adult-entertainment industry), (iii) constitute political advertising. "**Political Advertising**" shall mean, any advertising for the purpose of influencing public opinion with respect to legislative, administrative, or electoral matters, or with respect to any controversial issue of public importance, including the marketing of a political campaign, any communication soliciting funds for, supporting or opposing a candidate or person's nomination, appointment or election to or an incumbent's removal from, a public office, position, political party or office of a political party. Since the Sign Structure shall remain the property of LESSEE and all content is uploaded for display by LESSEE, it is agreed between the parties that the Sign Structure shall not constitute a 'limited public forum'.

(B) So long as LESSOR holds fee ownership to the Property, LESSOR shall be allowed the use of a portion of the Display following construction, completion and operation subject to the following terms and conditions ("Ad Space"):

a) One 'slot' of advertising on the Display for each Display face, which shall be defined as one rotation of advertising copy, on either face of the Display, for not less than eight (8) seconds, approximately once per minute, for a 24-hour period, 365 days per year. LESSOR may request to change the advertising copy that it would like to be displayed no more than four times per month.

b) LESSOR may only make use of the Ad Space for the advertising benefit and promotion of municipal or community related events, public service announcements, or emergency messaging, and may not sell, assign, transfer, or otherwise relet the Ad Space to any 3rd party for consideration, monetary or otherwise.

c) LESSOR and LESSEE reserve the right to review the size, form, wording, illustration and style of all ad copy to be utilized under this Agreement. In the event either Party finds the content of any copy or advertisement objectionable, they shall provide notice of said objection to the other Party prior to the finalization of any ad copy. The Parties warrant that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state, or local government, governmental agency, or court and shall indemnify the other against any loss, damage, cost, judgment, or expense, including reasonable attorney fees, which either Party may incur by reason of any material or message in said advertisements.

d) The Ad Space and use of the Premises by LESSEE shall comply with all applicable 'Legal Requirements' and 'Governmental Authorities'. As used herein, the phrase "**Governmental Authorities**" shall mean any government or political subdivision or any agency, authority, bureau, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator. As used herein, the phrase "**Legal Requirements**" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, directions and requirements of all Governmental Authorities which now or at any time hereafter may be applicable to or required in connection with the Premises, Sign Structures and Display.

16. **ENTIRE AGREEMENT.** The whole of the parties' agreement is embodied herein, and no stipulation, representation or agreement not contained herein shall bind either party. No modification of this agreement after its execution shall be effective unless reduced to writing, signed by the parties and attached hereto as an addendum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and not by choice of law principles or the laws of any other state.

17. **MISCELLANEOUS.**

a) This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto, and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Premises, or (ii) LESSOR's mailing address within thirty (30) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice

b) LESSOR and LESSEE each warrant the other that it has not dealt with any broker or finder with regard to the Premises or this Lease. LESSOR and LESSEE shall each indemnify the other against any loss, liability, and expense (including attorneys' fees and court costs) with respect to any brokerage fees or commissions arising out of any act or omission of the indemnifying party.

c) LESSEE shall separately meter and pay for all electrical power consumed by the Sign Structure(s)

d) LESSEE shall be responsible for paying any ad valorem real estate taxes or other taxes imposed upon the LESSOR or LESSEE by any taxing authority whatsoever, with the exception of the Town of McCandless, that is in any way related to the erection or operation of the Sign Structure on the Property.

e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

f) Upon expiration, or earlier termination of the Lease, LESSEE shall be required to remove the Sign Structure(s) within the Removal Period in accordance with those set forth in Section 13 above.

g) LESSOR and LESSEE agree that each section of this Agreement is severable from the remainder, and, if any portion of this Agreement is declared to be void or unenforceable, the remainder of the Agreement shall continue in full force and effect.

h) Each Party is to be responsible for its own transaction costs.

i) LESSEE agrees not to permit any liens to stand against the Property for work done or materials furnished to LESSEE, and LESSEE agrees to indemnify and hold LESSOR harmless for any such liens for work performed under this Agreement. Upon receipt of notice that a lien is or may be placed against the Property, LESSEE shall proceed with due haste to have said lien removed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties have set their hands and seals hereto the day and year first written above, intending to be legally bound.

LESSEE:

RT 19 PERRYMONT MT DEVCO LLC

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RENT SCHEDULE ‘A’

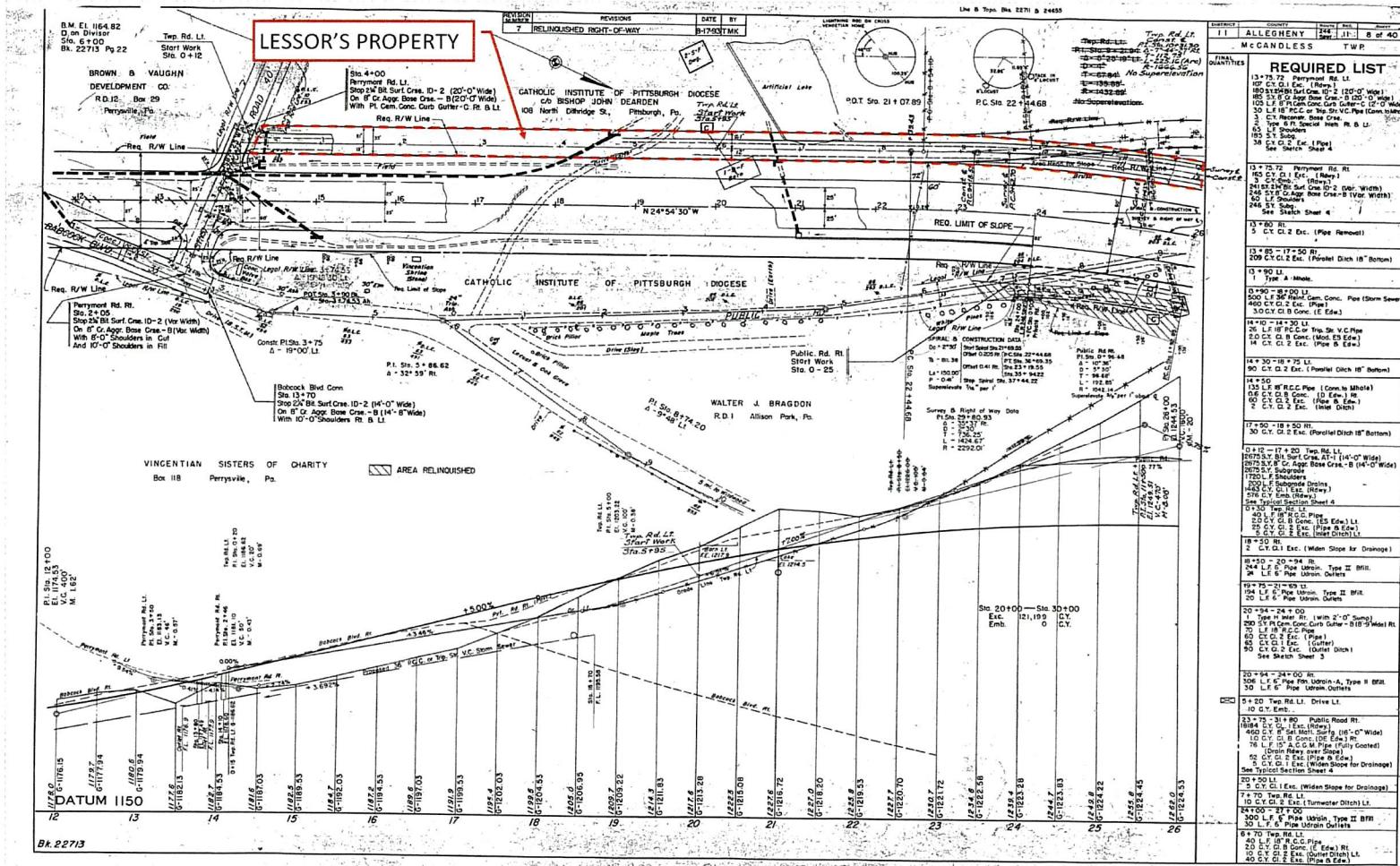
Vacant piece of land at the northwest corner of Perrymont Rd and McKnight Rd (aka Rt 19), Pittsburgh,
PA 15237
McCandless, Allegheny County

Five Thousand (\$5,000.00) Dollars annually paid in advance for each Lease Year (“**Rent**”).

EXHIBIT "A"

PROPERTY

All that certain Land which was acquired as right of way for an unnamed Town road, as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11, recorded in Allegheny County Recorder of Deeds on September 2, 1993, in Highway Plan Book 109 Page 50, McCandless Township



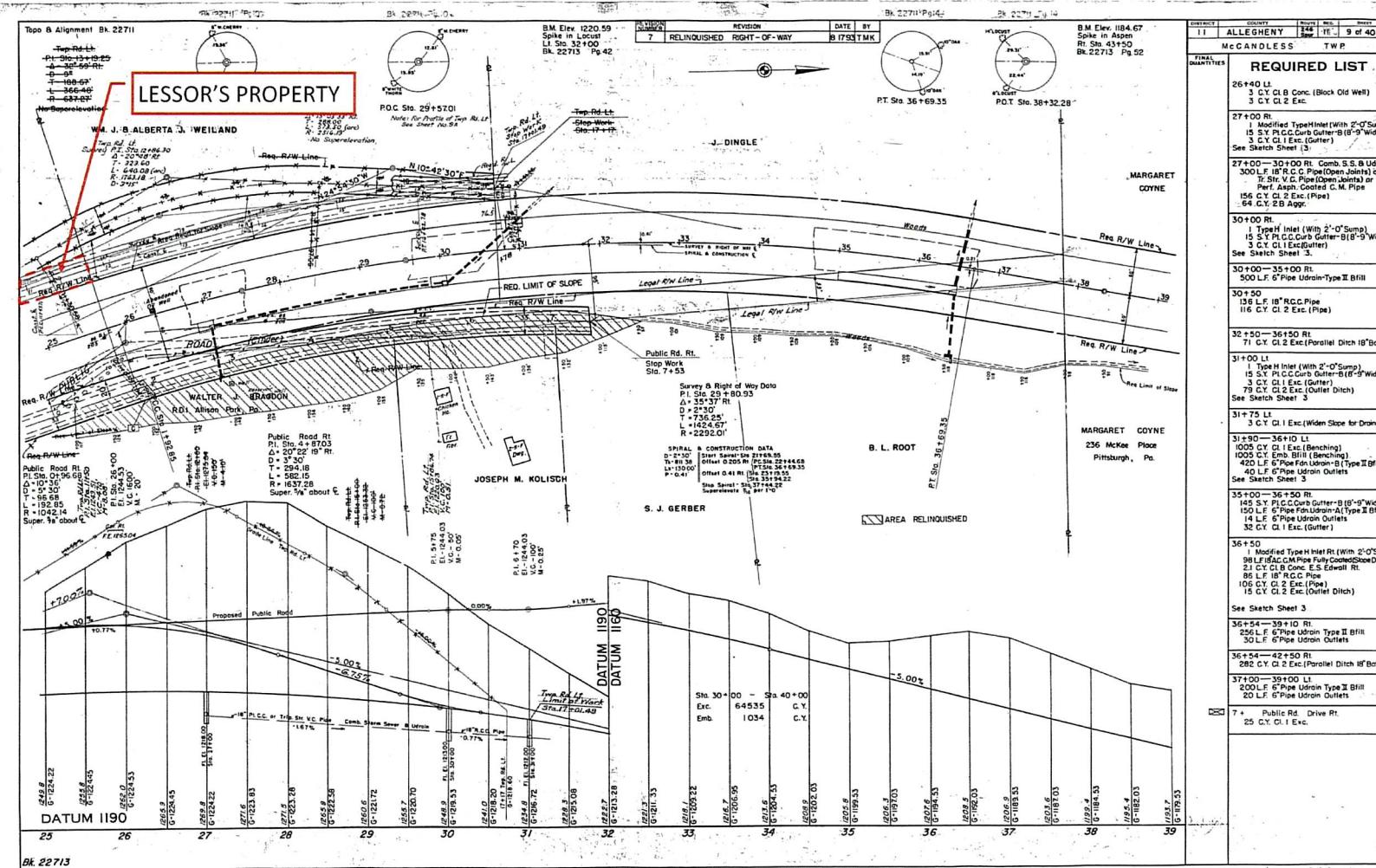
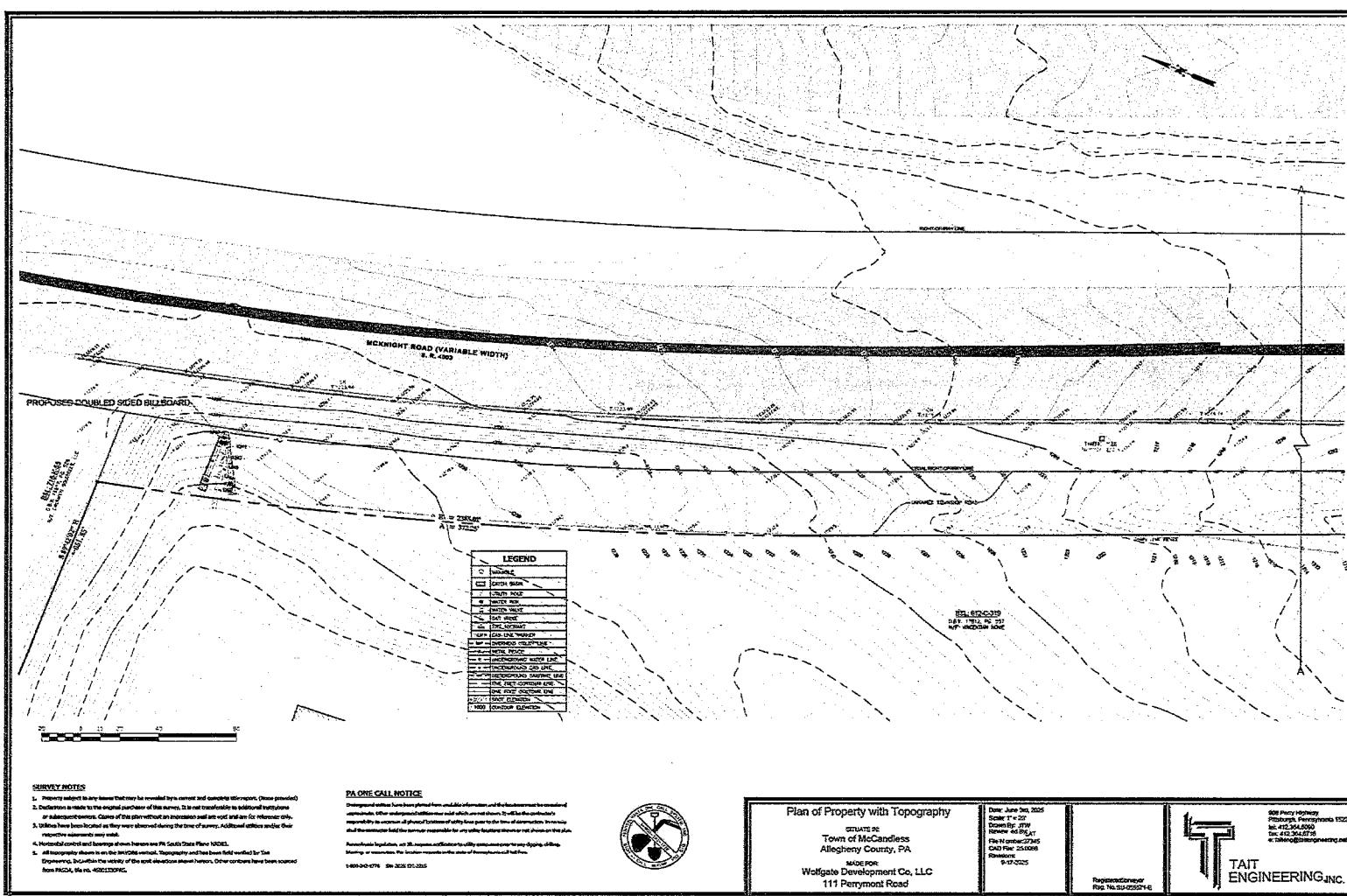
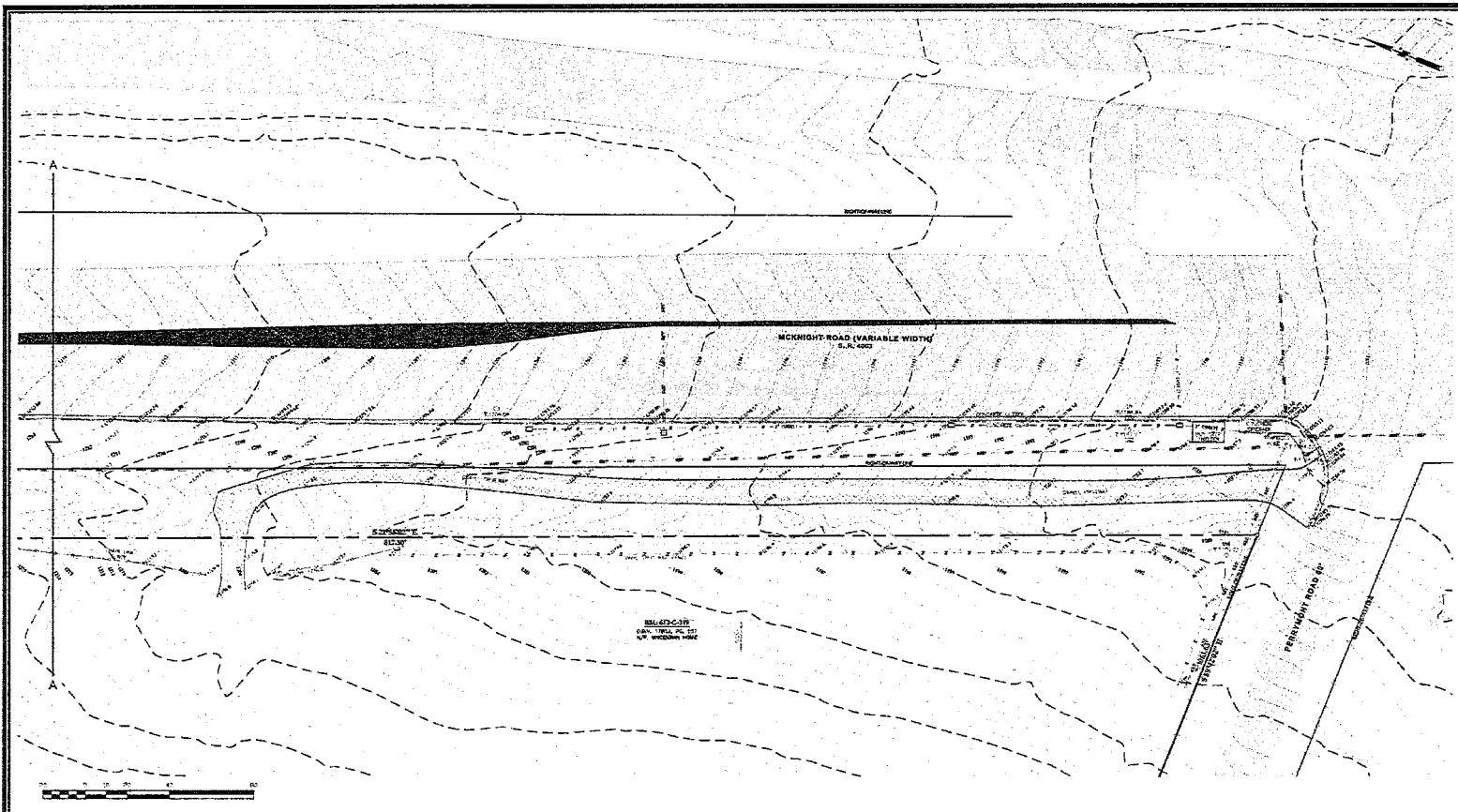


EXHIBIT "B"

PREMISES

The proposed location of the Premises is shown on Exhibit "B" hereto and the Sign Structure(s) will be located on the Premises. The specific location of the Premises and Sign Structure(s) and the location of any underground utilities shall be decided after the execution of this Agreement and completion of a survey by LESSEE to determine any underlying conditions (wetlands, topography, site lines, easements, etc. each of which may cause the relocation of the Premises and Sign Structure(s)) and will be shown on a site plan drafted by LESSEE ("Site Plan"). Upon completion of the Site Plan as approved by LESSOR, shall be attached hereto as Exhibit "C" and the Premises as identified on the Site Plan shall thereafter be deemed the Premises for all purposes under this Agreement. In the event of an inconsistency between Exhibit "B" and the Site Plan, the Site Plan shall control.





SURVEY NOTES

1. Property subject to any leases that may be revealed by a current and complete title report. (Term provided)
2. Declaration is made to the original contractor of this survey. It is not transferable to additional contractors or subsequent buyers. Copies of this plan without an interpretation are void and are for reference only.
3. Utilities have been located as they were observed during the time of survey. Additional utilities and/or other improvements may exist.
4. Historical and cultural bearings shown are from PA State Plane NAD83.
5. All information shown on the MGRS grid, vertical, Topographic and herein defined is held subject by DelE Engineering, Inc. including the vicinity of the spot elevations shown herein. Other contours have been omitted from PACSA, see no. 48010000000.

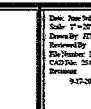
2015-01-14

PA. ONE CALL, NOTICE
Underground utility lines have played an important role in the development of our communities. Other underground utilities may exist which are not shown. It will be the contractor's responsibility to determine if physical features of utility lines prior to the proposed construction. It is recommended that the contractor hold the owner responsible for one dollar for damages to or removal of the utility lines.



Plan of Department with Teamwork

Plan of Property with Topo
SITUATE IN
Town of McCandless
Allegheny County, PA
MADE BY
Wolfgate Development Co., LLC
111 Pennymont Road



501 Perry Highway
Pittsburgh, Pennsylvania 15220
Tel: 412-246-2000
Fax: 412-246-5716
e-mail: taitec@pvt.pvt.pvt

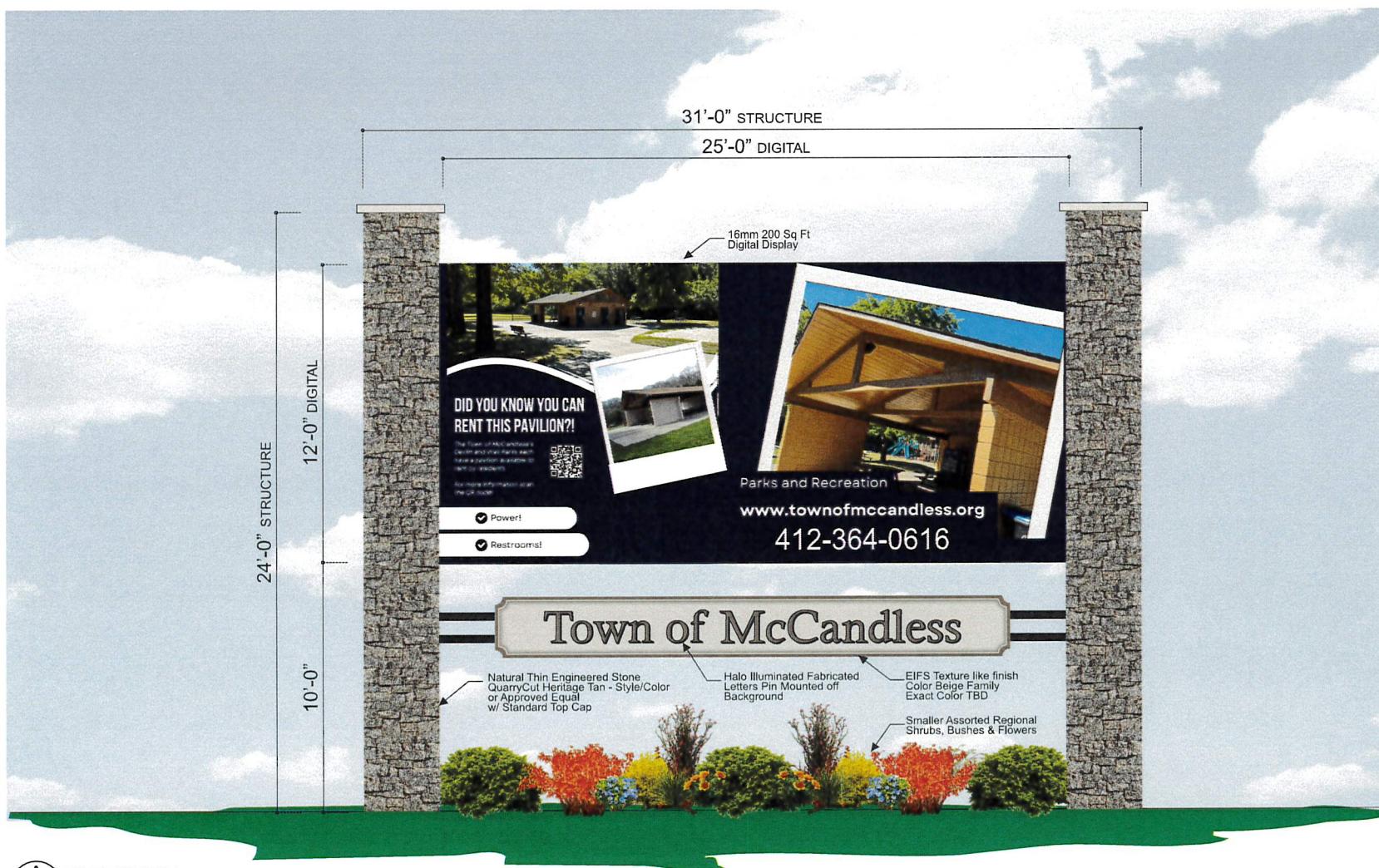
EXHIBIT "C"

PREMISES

[INSERT APPROVED SITE PLAN AND/OR LEGAL DESCRIPTION OF PREMISES]

SINGLE FACED DIGITAL BILLBOARD

300 Sq. Ft. Display



A ELEVATION
001
SCALE: 1/4" = 1'-0"

Qty: (1) One S/F



500 W Office Drive
Fort Washington, PA 19034

This design/engineered drawing is to remain exclusive property of Wolfgate Devco, LLC, until approved and accepted thru purchase by client named on drawing.

McCandless Township
 Address
 Wexford, PA 15090
 Account Exec.
 Patrick Wolfington
 Project

MUNICIPALITY OF MCCANDLESS
ALLEGHENY COUNTY, PA

Prepared For

Wolfgate Devco, LLC
500 OFFICE CENTER DRIVE
FORT WASHINGTON, PA 19034

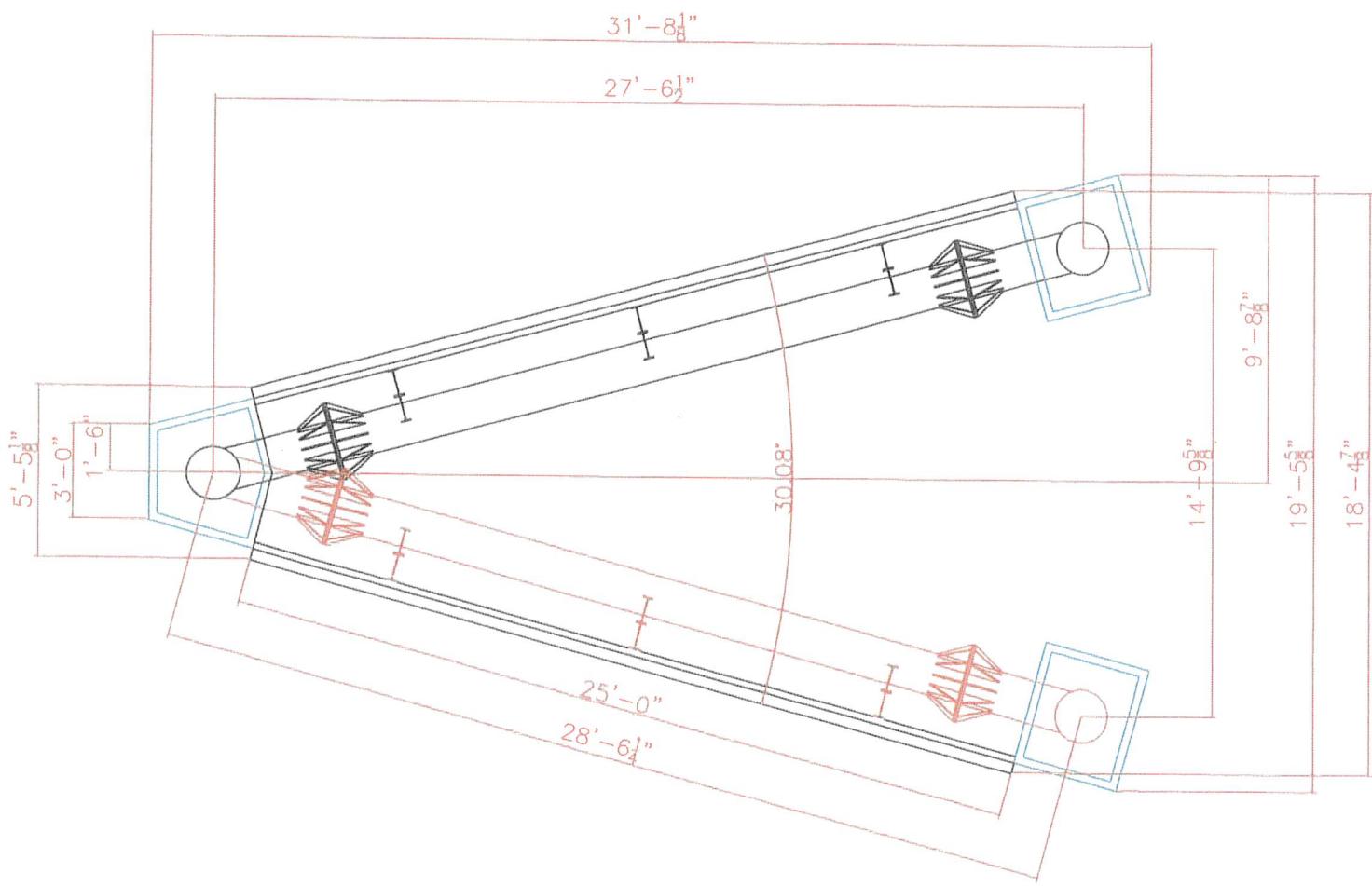
Revisions

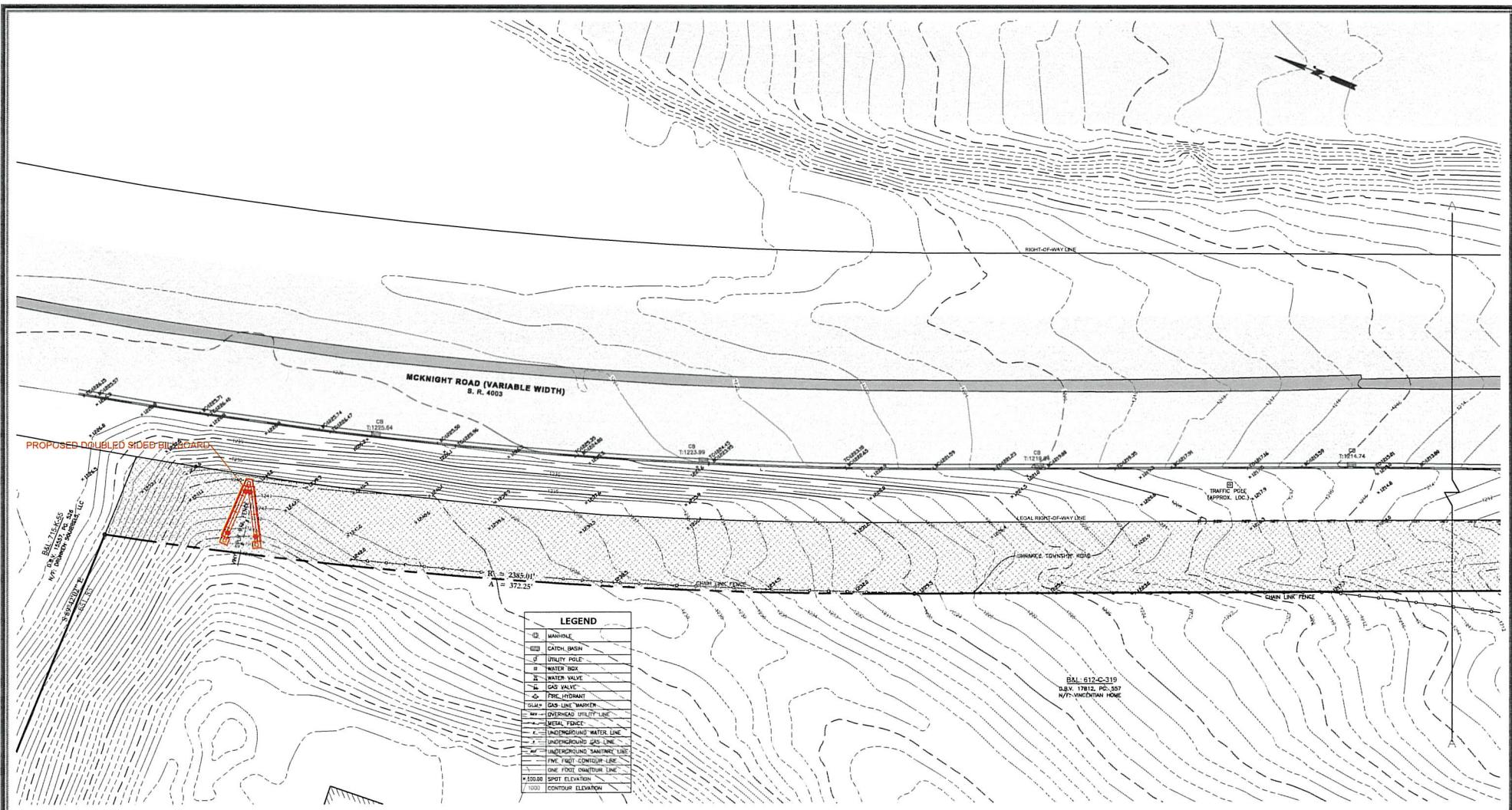
Date: 00.00.00 Notes JDN
 Date: 00.00.00 --
 Date: 00.00.00 --
 Date: 00.00.00 --

Scale
 As Noted
 Archive
 Dev: ! Work\McCandless\

Designer
 James D. Nelligan Date
 03.20.25

Project # Drawing #
W-2023-127 001





SURVEY NOTES

1. Property subject to any issues that may be revealed by a current and complete title report. (None provided)
2. Declaration is made to the original purchaser of this survey, it is not transferable to additional institutions or subsequent owners. Copies of this plan without an impression seal are void and are for reference only.
3. Utilities have been located as they were observed during the time of survey. Additional utilities and/or their locations are the responsibility of the property owner.
4. Horizontal control and bearings shown herein are FLS South State Plane (HAD83).

All topographic surveys are in the NAVOBB vertical. Topography and has been verified by Tait Engineering, Inc. within the vicinity of the spot elevations shown herein. Other contours have been sourced from PASDA, file no. 4600133000.

PA ONE CALL NOTICE

Underground utilities have been plotted from available information and the locations must be considered approximate. Other underground utilities may exist which are not shown. It will be the contractor's responsibility to ascertain all physical locations of utility lines prior to the time of construction. In no way shall the contractor hold the surveyor responsible for any utility locations shown or not shown on this plan.

Pennsylvania legislation, act 38, requires notification to utility companies prior to any digging, drilling, blasting, or excavation. For location requests in the state of Pennsylvania call toll free.

1-800-242-1776 SN: 2025 171 2215



Plan of Property with Topography

SITUATE IN
Town of McCandless
Allegheny County, PA

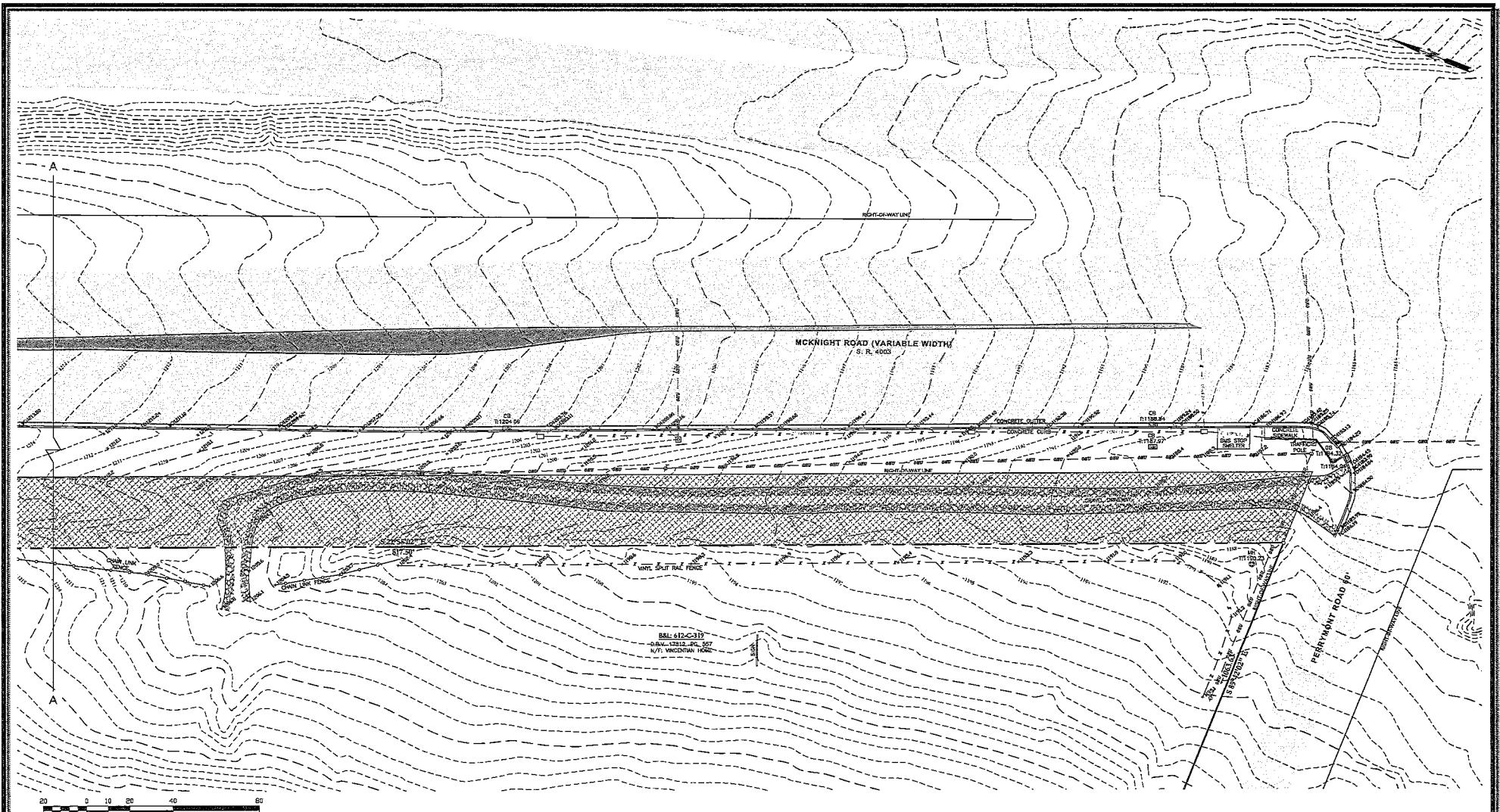
MADE FOR
Wolfgate Development Co, LLC
111 Perrymont Road

Date: June 3rd, 2025
Scale: 1" = 20'
Drawn By: JTW
Review ed By: LAT
File Number: 37345
CAD File: 25.0088
Revisions:
9-17-2025

Registered Surveyor
Reg. No. SU-055571-E



TAIT
ENGINEERING INC.



SURVEY NOTES

1. Property subject to any issues that may be revealed by a current and complete title report. (None provided)
2. Dedication is made to the original purpose of this survey. It is not transferable to additional locations.
3. Subsequent owners: Copy of this plan without an express written agreement is not valid and are for reference only.
4. Utilities have been located as they were observed during the time of survey. Additional utilities and/or their respective easements may exist.
5. Horizontal control and heights shown herein are PA South State Plane NAD83.
6. All topography shown is on the NAVD88 vertical. Topography has been field verified by Tait Engineering, Inc. within the vicinity of the spot elevations shown hereon. Other contours have been sourced from NAD83, file no. 46032330PA.

PA ONE CALL NOTICE

Underground utilities have been plotted from available information and the locations must be considered approximate. Other underground utilities may exist which are not shown. It will be the contractor's responsibility to ascertain all physical locations of utility lines prior to the time of construction. In no way shall the contractor hold the surveyor responsible for any utility locations shown or not shown on this plan.

Pennsylvania legislation, Act 30, requires notification to utility companies prior to any digging, drilling, blasting, or excavation. For location requests in the state of Pennsylvania call toll free.

1-800-242-2776 SN: 2025 171 2225



Plan of Property with Topography

SITUATE IN
Town of McCandless
Allegheny County, PA
MADE FOR
Wolfgate Development Co., LLC
111 Perrymont Road

Date: June 30, 2025
Scale: 1" = 20'
Drawn By: JTW
Checked By: JAT
File Number: 37345
CAD File: 25.0088
Revisions: 9-17-2025



908 Perry Highway
Pittsburgh, Pennsylvania 15229
tel 412.364.6599
fax 412.364.6516
e: taiteng@pittsburgh.net

EXHIBIT "D"

MEMORANDUM OF LEASE

Property: Vacant piece of land at the northwest corner of Perrymont Rd and McKnight Rd (aka Rt 19), Pittsburgh, PA 15237, McCandless Township, Allegheny County

THIS MEMORANDUM OF LEASE ("Memorandum") dated this _____ day of _____, 202____ (the "Memorandum Date") by and between THE TOWN OF MCCANDLESS ("LESSOR"), and RT 19 PERRYMONT MT DEVCO LLC ("LESSEE").

Preliminary Statement

- A. LESSOR is the owner of that certain Land which was acquired as right of way for an unnamed Town road as shown on Sheets 8 and 9 of the Highway Plan for Route 246 Spur Section 11 recorded in Allegheny County Recorder of Deeds on September 2, 1993 in Highway Plan Book 109 Page 50, McCandless Township, which is attached hereto as Exhibit "A" ("Lessor's Property" or "Property").
- B. LESSOR and LESSEE desire to set forth certain information as hereinafter described with respect to the Lease Agreement dated the _____ day of _____ 202____, including any and all addendums and amendments, by and between LESSOR and LESSEE (the "Agreement") with respect to LESSEE's lease of a portion of the Property (the portion being referred to as the "Premises"). LESSOR and LESSEE have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Agreement.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.
2. The name of LESSOR is THE TOWN OF MCCANDLESS ("LESSOR").
3. The name of LESSEE is RT 19 PERRYMONT MT DEVCO LLC ("LESSEE").
4. The Premises demised is located at the Property as more particularly described on Exhibit "B" attached hereto ("Premises"). In addition, the Agreement provides certain rights for the benefit of the LESSEE over the Property, including for the purposes of ingress and egress.
5. The Term of the Agreement is Twenty-Five (25) years beginning with Rent Commencement as defined in the Agreement ("Term").
6. **Notice to Future Lien Holders.** The Agreement is NOT self-subordinating to any future liens and the LESSEE will require a non-disturbance agreement acceptable to LESSEE in order to agree to subordinate its leasehold interest in the LESSOR's Property to any future lien holders.
7. This Memorandum is prepared for the purpose of providing record notice of the Agreement, and in no way modifies the express and particular provisions of the Agreement. The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Agreement and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein

shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

LESSEE:

RT 19 PERRYMONT MT DEVCO LLC

By: _____

Name: _____

Title: _____

COMMONWALTH OF PENNSYLVANIA : :

: ss

COUNTY OF : :

On this, the ___ day of _____, 202___, before me the undersigned officer, personally appeared Patrick Wolfington, of RT 19 PERRYMONT MT DEVCO LLC (“Company”), and that he, in his capacity as _____, and being authorized to do so, executed the forgoing instrument for the purposes therein contained on behalf of the Company, as its act and deed, and not in his individual capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

[Signature Page to Memorandum of Lease]

LESSOR:

THE TOWN OF MCCANDLESS

By: _____

Name:_____

Title:_____

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :
:

On this, the _____ day of _____, 202____, before me the undersigned officer, personally appeared _____, executed the foregoing instrument for the purposes therein contained by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____ Notary Public

My commission expires: _____

[Signature Page to Memorandum of Lease]