

**COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, 202\_\_ is made by and between SBA 2012 TC Assets, LLC, a Delaware limited liability company (“Lessee”) and City of La Habra, a California municipal corporation (“Lessor”).

**R E C I T A L S**

This Agreement is entered into based upon the following facts, circumstances, and understandings:

**A.** Lessor owns certain real property located on APN 018-020-01, Orange County, California (commonly known La Bonita Park at 1400 West Whittier Boulevard, City of La Habra, California) and described in **Exhibit “A”** attached hereto (“Land”). Lessee desires to lease a portion of the Land measuring approximately 25’ x 35’, together with all necessary easements for ingress, egress, access, and utilities over the Land, and/or shared use of Lessor’s easements over other real property necessary for Lessee’s ingress, egress, access, and utilities required for Lessee’s use of the leased area (collectively, the “Premises”), as described and depicted on **Exhibit “B”** attached hereto. Lessor represents and warrants that it has the right to grant the rights set forth herein and that it has full rights of ingress and egress to and from the Premises to a publicly dedicated roadway.

**B.** Lessee desires to continue to operate, maintain, update, and repair a communications site at the Premises.

**C.** Based on the Recitals and on the terms and conditions herein below, Lessor is willing to lease the Premises to Lessee for Lessee’s uses described herein, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties intending to be legally bound hereto agree as follows:**

**1. Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee’s uses described below.

**2. Permitted Uses.** The Premises may be used by Lessee for any activity in connection with the provision of the continued operation, maintenance, update, and repair of communications services. Under this Agreement, Lessee may install, place, use, and operate on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively “Lessee’s Facilities”) as Lessee deems necessary for the operation of its wireless communications site at the Premises, subject to this Agreement. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee’s Facilities as necessary and appropriate for its ongoing business, if applicable, and has the right to do all work necessary to prepare, update, and maintain the Premises, consistent with this Agreement, to accommodate Lessee’s Facilities and as required for Lessee’s communications operations at the Premises. Lessee shall at Lessee’s sole expense keep and maintain Lessee’s

Facilities including those now or hereafter located on the Land in connection with Lessee's operations, in commercially reasonable condition and repair during the term of this Agreement. Lessee shall obtain any necessary governmental approvals prior to commencing any modifications to Lessee's Facilities.

**3. Conditions Precedent; Prior Approvals.** This Agreement is conditioned upon Lessee maintaining all governmental licenses, permits, and approvals enabling Lessee to continue to operate wireless communications facilities on the Premises (collectively, the "Governmental Approvals"). Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor, or if so, then to be reimbursed by Lessee for reasonable expenses as may be agreed upon by the parties.

**4. Conditions of Operation.** Lessee will operate a wireless communications facility in accordance with Lessor's Conditions of Operation listed on **Exhibit "C"** attached hereto, which may be reasonably amended by Lessor with written notice to and approval by Lessee, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee agrees to conduct its wireless communications facility in accordance with the terms of this Agreement.

**5. Term.** The initial term of this Agreement shall be five (5) years ("Initial Term") commencing on June 30, 2023 ("Effective Date"), which is the day after the expiration of that certain Communications Site Lease Agreement (Ground ) dated May 2, 1997, originally by and between Lessor and Smart SMR of California, Inc, a Delaware corporation ("Original Agreement"). In no event shall the terms and condition of this Agreement be effective until the term of the Original Agreement ends. Immediately following the Initial Term, this Agreement shall automatically be extended for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party notifies the other in writing of its intention not to extend this Agreement prior to the expiration of the Initial Term or any Renewal Term (the Initial Term and Renewal Term are hereinafter the "Term"). In the event of renewal, the terms and conditions for each Renewal Term shall be the same terms and conditions as in this Agreement, except that the Rent (as defined below) shall be increased as set forth herein below.

**6. Rent; Site Improvements; Lessor Work.**

(a) **Rent.** Beginning upon the Effective Date of June 30, 2023, Lessee shall pay Lessor, as rent, the sum of Two Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$2,825.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 211. In year two (2) of the Term, and each year thereafter, the monthly Rent will increase by three percent (3%) over Rent paid during the previous year.

(b) **Site Improvements.** Lessee shall pay for the maintenance and operation of Lessee's Facilities. All the Lessee Facilities shall remain Lessee's personal property and will not be considered fixtures on the Land. Lessee has the right to remove the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, provided that Lessee

repairs any damage to the Premises caused by such removal. Lessee shall not be required to remove any foundations below grade level. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

**7. Ongoing Access to Premises.** Lessee shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. All access to the Land by Lessee shall be via the non-exclusive access and utility easement described on **Exhibit "B"** with vehicle access permitted from the parking lot. All access to the Premises by Lessee shall be in compliance with the applicable noise regulations embodied in the La Habra Municipal Code Chapter 9.32 titled "Noise Control," or any successor provision thereto. Routine maintenance by Lessee shall not be deemed an "emergency" within the meaning of this Paragraph.

(a) **Non-Regular Hours.** Lessee shall contact Lessor's 24-hour telephone number at (562) 905-9792 to provide notice to Lessor that Lessee will access the Premises if during Non-Regular Hours.

(b) **Emergency Access.** In the event that an emergency arises on the Premises, Lessee shall contact the General Information – City of La Habra Police Department at (562) 905-9750 at the earliest possible opportunity to advise of the emergency access.

**8. Lessee's Work, Maintenance and Repairs.** All of Lessee's construction, installation, maintenance, and repair work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessor's approval for improvements and/or equipment shall not be required in connection with new subtenant installations, improvements, and/or equipment that consist solely of upgrades or replacements with "like-kind" equipment which is comparable in dimensions and weight, or equipment which is comparable in dimensions and weight and wholly contained within Lessee's Facilities. Upgrades and replacements with like-kind or comparable equipment, as permitted herein, shall include maintenance or improvements due to improved technology relating to systems initially installed by Lessee. Lessee shall maintain Lessee's Facilities at all times in a reasonably neat and safe condition in compliance with this Agreement and all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its subtenants, employees, agents, contractors, or subcontractors. Upon the expiration, cancellation or termination of this Agreement, Lessee shall, at its expense, remove Lessee's Facilities. If the Facilities are not removed by Lessee, Lessor may remove Lessee's Facilities, or otherwise bring the Premises to the condition required herein, at Lessee's sole cost.

The primary purpose and function of the Property is a public park. Therefore, this Agreement shall not be subject to Section 6409 (a) of the 2012 Middle Class Tax Relief Act, codified at 47 U.S.C. & 1455 (a).

**9. Title to Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Land by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and shall not be considered fixtures on the Land. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory

notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**10. Utilities.** Lessee has, or shall, place utilities on (or bring utilities across) the Land in order to service Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easements evidencing this right. Lessee shall maintain its own utilities, at Lessee's expense, subject to Lessor's previous approval of the location. Lessee shall be directly billed by the utility company for all services received. Utilities to Lessee's Facilities shall be maintained underground as required by Lessor.

**11. Interference with Communications.** Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate such on Lessee's Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Subsequent to the installation on Lessee's Facilities, Lessor shall not permit itself, its lessees or licenses to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

**12. Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees, and assessments attributable to the Land and this Agreement, if any.

**13. Termination.** This Agreement may be terminated without further liability on thirty (30) calendar days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured, or a cure is not commenced and thereafter diligently pursued, within thirty (30) calendar days of receipt of written notice of default; provided, however, that Lessee shall have such extended period as may be required beyond the thirty (30) calendar days if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure and the defaulting party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; (ii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies, if not due to the fault of Lessee; (iii) by Lessee if Lessee's operations are substantially impacted due to signal blockage or interference that is outside of Lessee and Lessor's control and cannot be corrected by the relocation of Lessee's equipment to another portion of the Land in Lessee's reasonable discretion, (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without

limitation, signal interference; or (v) pursuant to Section 10 for interference with Lessor's communications that is not terminated.

**14. Destruction of Premises.** In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the reasonable control of Lessee that cannot reasonably be expected to be repaired within ninety (90) calendar days following same or, if the Land is damaged by fire or other casualty which is not caused or contributed to by the conduct of Lessee, its employees, agents, or licensees, so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than ninety (90) calendar days, then Lessee may at any time following such fire or other casualty, provided Lessor cannot reasonably complete any restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) calendar days prior written notice to Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental payments shall abate following such fire or other casualty which is caused by anything beyond the reasonable control of Lessee until such time as the Agreement either terminates or Lessee can reasonably commence operations once again.

**15. Condemnation.** If a condemning authority takes all of the Land, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then Lessee may terminate this Agreement without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises or Land to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

**15. Insurance.** Without limiting the indemnity provisions of the Agreement, Lessee shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

Comprehensive General Liability	\$2,000,000
Workers' Compensation	Statutory Amount

Ease policy required by this Agreement, except the policy of Workers' Compensation, shall name the City of La Habra, its officials, employees, representatives, and volunteers as additional insured by endorsements to the above-required policies.

**16. Assignments or Transfers.** Lessee may assign or transfer the whole of Lessee's rights, obligations and duties under this Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Land is located by reason of a merger, acquisition or other business reorganization. Lessee shall not assign the whole of Lessee's rights, obligations

and duties under this Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld. In the event of approval of such assignment or transfer the assignee or transferee must assume in writing all of Lessee's obligations hereunder. Notwithstanding anything contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee may assign, transfer or sublease any portion of Lessee's rights, duties or obligations under this Agreement only if 1) the assignee, transferee or sub lessee has obtained all necessary governmental approvals; 2) Lessor's approval(s) as required herein or by law; and 3) a separate lease with Lessor, for the assignee's, transferee's or sub lessee's occupation of the Premises. Co-location of similar services by other entities or providers, or the addition or modification of Lessee's Facilities for use by other entities or providers shall constitute assignment or sublease for purposes of this section and Section 17..

**17. Subleases.** Lessee shall have the right to sublease the Premises without the express written consent of Lessor, subject to Lessor's conditions herein.

**18. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.**

(a) So long as Lessee is not in default (after notice and before expiration of applicable cure periods) under this Agreement, Lessee shall be entitled to quiet enjoyment of the Premises (the specific area where the equipment is located within the Land) during the Term of this Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises with the exception of equipment utilized by law enforcement personnel. This Agreement does not prohibit Lessor from entering into any other agreement for the use of the Land including additional communication site lease agreements so long such actions do not interfere with the operation of Lessee's Facilities.

(b) This Agreement may be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the Land and to any renewals, extensions, supplements, amendments, or modifications thereof. As a condition of any such subordination, Lessee shall execute and deliver promptly any agreement of subordination that Lessor may reasonably request, provided that such subordination agreement acknowledges that this Agreement remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default beyond any cure period(s) under this Agreement, and Lessee's liability shall be capped at the remaining rent under this Agreement. If any mortgagee or lender succeeds to Lessor's interest in the Land through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Agreement after Lessee's receipt of written notice of such succession.

(c) At any time not less than twenty (20) calendar days after Lessee's receipt of written request for an estoppel from Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Agreement is in full force and effect, if true, and the status of any continuing defaults under this Agreement.

**19. Indemnifications.**

(a) **Lessee's Indemnity.** Lessee agrees to defend, indemnify and hold harmless Lessor, its directors, managers, officers, agents, and employees from any claim, demands, suits, actions or proceedings of any kind or nature to the extent that such claims arise out of the activities and operations of Lessee or its officials, officers, agents, volunteers and employees on the Land. Lessee's obligations outlined in this subparagraph 19(a) do not apply to any claims of liability to the extent such claims are attributable to Lessee or any of its officers, directors, partners, shareholders, employees, contractors, agents, or employees.

(b) **Lessor's Indemnity.** Lessor agrees to defend, indemnify and hold harmless Lessee, its directors, managers, officers, agents, and employees from any claim, demands, suits, actions or proceedings of any kind or nature to the extent that such claims arise out of the activities and operations of Lessor or its officials, officers, agents, volunteers and employees on the Land. Lessor's obligations outlined in this subparagraph 19(b) do not apply to any claims of liability to the extent such claims are attributable to Lessee or any of its officers, directors, partners, shareholders, employees, contractors, agents, or employees.

**20. Hazardous Materials.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents, officers and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

**21. Notices and Deliveries.** Any notice or demand required to be given herein shall be made by certified or registered U.S. mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of La Habra  
110 E. La Habra Blvd.  
La Habra, CA 90633-0377  
Attn: City Manager  
Telephone: (562) 905-9700

Lessee: SBA 2012 TC Assets, LLC  
Attn: Legal Department

8051 Congress Avenue  
Boca Raton, FL 33487  
800-799-4722  
Re: Site ID: CA45366-A / Serena

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained. Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

## 22. Miscellaneous.

(a) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought for the enforcement of the provisions of this Agreement shall be brought in a court of competent jurisdiction in the State of California, County of Orange, the parties having consented to such jurisdiction.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Lease substantially in the form annexed hereto as **Exhibit "D"** will be recorded by Lessee in the Official Records of the County where the Land is located.

(h) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and

supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had the opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

(j) **Captions.** The caption headings contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

**23. Relocation.** If Lessor desires to redevelop Lessor's Land in a manner that will impede Lessee's use of the Premises, then Lessor shall have a one-time right to request Lessee relocate Lessee's facilities to an alternate location on the Land. Should Lessor desire for Lessee to relocate its facilities, Lessor shall deliver written notice six (6) months prior to the proposed relocation date. Lessor will propose an alternate site on the Lessor's Land to which Lessee may relocate its facilities. Lessee will have 45 days from the date it receives said notice to evaluate the feasibility of Lessor's proposed location, during which period Lessee will have the right to conduct all tests deemed necessary or desirable to determine the technological feasibility of the proposed relocation site. Any relocation will: (a) be at Lessor's sole cost and expense; (b) be performed exclusively by Lessee or Lessee's contractor's; (c) not result in any interruption of the communication service provided from the Lessee's current facilities; (d) not impair or in any manner alter the quality of communications service provided from the facilities; and (e) not interrupt Lessor's business operations. Concurrent with the relocation of Lessee's facilities, the access and utility easements provided to Lessee will also be relocated as required.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Agreement is effective as of the date first above written.

**Lessor:**

City of La Habra, a municipal corporation

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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

**Lessee:**

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Joshua Koenig  
Executive Vice President & General Counsel

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

## Exhibit "A"

### Legal Description of the Land

The Land is described and/or depicted as follows:

All that certain land situated in the Rancho La Habra, County of Orange, State of California and being a portion of the East one-half (E1/2) of the East one-half (E1/2) of Section 6, Township 3 South, Range 10 West, San Bernardino Base and Meridian, more fully described as follows:

**Parcel 1.** Beginning at a point in the center of the County Road, said point of beginning North 84° 18' West 1192.50 feet from the Easterly quarter section corner of Section 6, Township 3 South, Range 10 West, S.B.B. and M., running thence South 12° 05' East 595.90 feet; thence South 20° 15' West 300.60 feet; thence South 6° 30' East 364.10 feet; thence South 37° 50' East 271.60 feet to the South line of the Northeast quarter of the Southeast quarter of said Section 6; thence East along said South line 138.53 feet; thence North 1400 feet to a point in the center of said County Road, and thence North 84° 18' West 357.5 feet to the point of beginning.

EXCEPTING: Beginning at the Northeasterly corner of that certain 9.37 acre tract of land described in Deed recorded March 25, 1918 in Book 318, Page 394 of Deeds, Records of Orange County, California, said Northeast corner being in the center line of the California State Highway and bears North 84° 18' West 835.00 feet from the one-quarter section corner between Sections 5 and 6, Township 3 South, Range 10 West, S.B.B. and M. and running thence from said point of beginning South 0° 28' 45" East along the Easterly line of said 9.37 acre tract of land, 756.34 feet; thence North 80° 58' 45" West 314.42 feet to a point in the Westerly line of said 9.37 acre tract of land; thence, following along said Westerly line, North 20° 15' East 222.77 of said California State Highway and the Northwesterly corner of said 9.37 acre tract of land; thence South 84° 18' East along said center line 357.50 feet to the point of beginning. Containing 5.1277 acres of land, more or less.

ALSO EXCEPTING: Beginning at a point in the Easterly line of that certain 9.37 acre tract of land described in Deed recorded March 25, 1918 in Book 318, Page 394 of Deeds, Records of Orange County, California, which said point is distant South 0° 28' 45" East, measured along said Easterly line, 756.34 feet from the Northeast corner of said 9.37 acre tract of land, said Northeast corner bears North 84° 18' West 835.00 feet from the one-quarter section corner between Sections 5 and 6, Township 3 South, Range 10 West, S.B.B. and M., and running thence from said point of beginning, South 0° 28' 45" East along said Easterly line 241.50 feet; thence North 89° 58' 45" West 324.19 feet to a point in the Westerly line of said 9.37 acre tract of land; thence North 6° 30' West along said Westerly line, 169.56 feet; thence North 20° 15' East 77.83 feet; thence South 69° 58' 45" East 314.42 feet to the point of beginning. Containing 1.8384 acres of land, more or less.

**Parcel 2.** A strip of land 20 feet in width adjacent to and Westerly of the Easterly line of the first tract of land excepted from Parcel 1 above described.

**Parcel 3.** A strip of land 20 feet in width adjacent to and Westerly of the Easterly line of the second tract of land excepted from Parcel 1 above described.

This land was registered with the Registrar of Titles, Orange County, Original Certificate Number 945. On June 18, 1946, Duplicate certificate of Title Number 11,104 and Duplicate deed document Number 13701 a receipt was signed by Security Title Insurance and Guarantee Co. by Nell B. Thompson, Deed registered June 1, 1946.

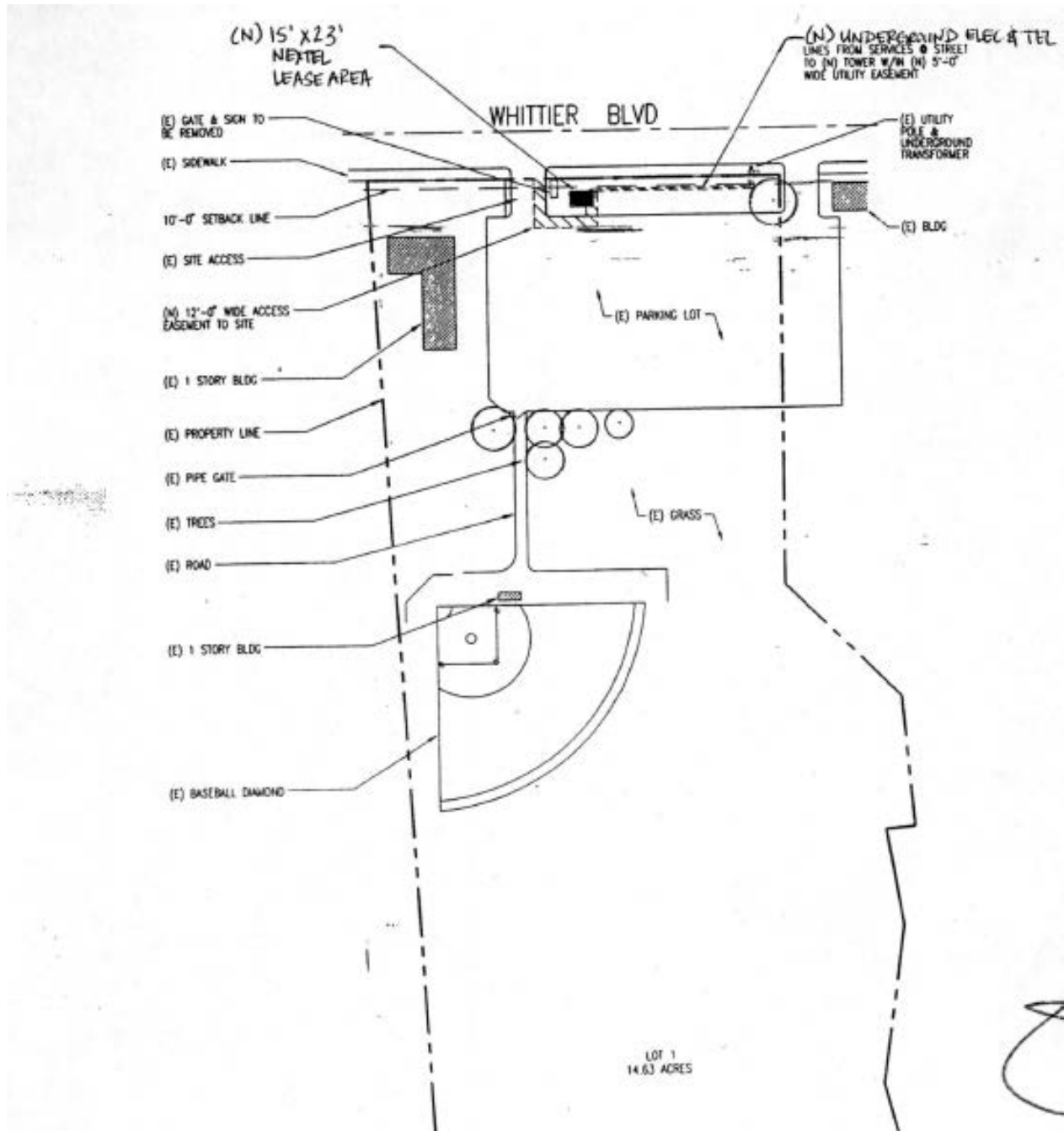
**Parcel 4.** Beginning at the Northwest corner of the 5.30 acre tract of land conveyed to William Campbell Learmont by deed recorded July 13, 1908 in Book 158, Page 382 of Deeds; thence South 5° 42' West 420 feet to the Southwest corner of said 5.30 acre tract; thence South 41° 09' East 165.82 feet; thence South 2° 44' East 194.05 feet to the Southwest corner of the 2.20 acre tract of land also conveyed to the above mentioned William Campbell Learmont by deed recorded September 26, 1908 in Book 161, Page 192 of Deeds, Records of Orange County, California; thence West on a line which is the West prolongation of the South line of said 2.20 acre tract 30 feet; thence South 5° 57' East 98.83 feet; thence South 12° 00' West 184.37 feet; thence South 9° 11' East 357.65 feet to a point in the South line of the Northeast quarter of the Southeast quarter of Section 6, Township 3 South, Range 10 West, S.B.B. and M.; thence West along said South line 427.44 feet to the Southeast corner of 9.37 acre tract conveyed by Lana R. Moore and husband to William Espolt by deed recorded October 7, 1913 in Book 236, page 82 of Deeds, Records of Orange County; thence North along the East line of said Tract 1406 feet to a point in the center of said County Road at the Northeast corner of a tract conveyed to William Espolt; thence South 84° 18' East 365 feet to the point of beginning.

EXCEPTING from all property hereinabove described, and reserving unto the Grantee herein, one-half of all oil, gas, minerals and other hydrocarbon substances in and to said land, below a depth of 500 feet from the surface thereof, without the right of surface entry to recover the same.

# Exhibit "B"

## Legal Description of the Premises

Approximately 875 square feet of ground space along with easement rights for access to the Premises by vehicle or foot from the nearest public right-of-way, and for the installation of utilities, poles, cables, conduits, and pipes on the Land.









**D. E. MILLER ARCHITECT**

170 NEWPORT CENTER DR., STE. 110  
NEWPORT BEACH, CA 92660  
PHONE: (714) 759-8650  
FAX: (714) 759-8615

CONSULTANTS:

PRINTED DATE: 7-8-97

DRAWN BY: R.E.S.

CHECKED BY: J.E.M.

CURRENT ISSUED DATE

7-8-97

ISSUED FOR

CONDITIONAL USE PERMIT

**MEXTEL**

MEXTEL COMMUNICATIONS  
3000 W. CENTURY BLVD.  
LOS ANGELES, CA 90047  
PHONE: (213) 312-3000  
FAX: (213) 312-1220

APPROVALS

APPROVED BY	INITIALS	DATE
LANDLORD		
LEASING		
ZONING		
DE		
E/P		
C.P.M.		

SITE NUMBER

CA5724D  
SERENA

SITE ADDRESS

1440 W. WHITTIER BLVD  
LA HABRA, CA 90031

SHEET TITLE

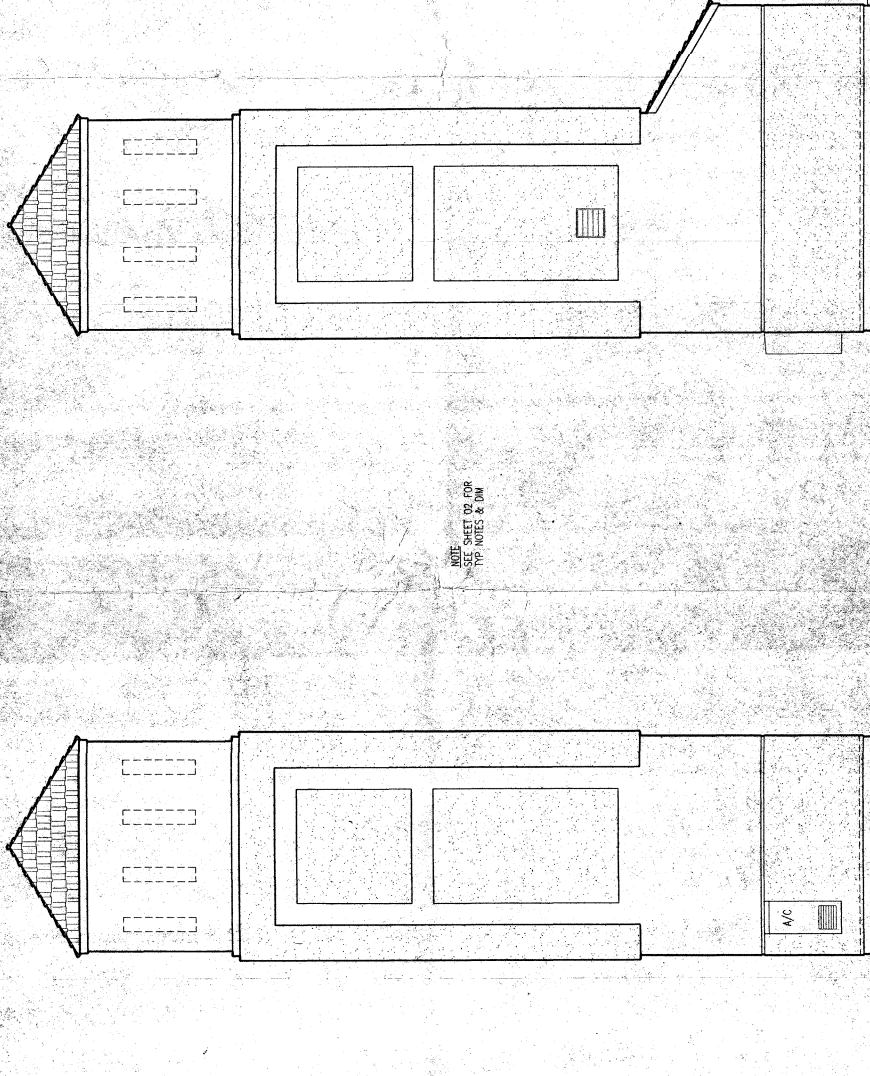
EQUIPMENT  
TOWER  
ELEVATIONS

FEB 11, 2003

PLANNING SHEET NUMBER

3 OF 3

17-17-97-01



NOT A SHEET TO BE  
TYPED NOTES & DIM

SOUTH ELEVATION

WEST ELEVATION

17-17-97-02

17-17-97-01

## EXHIBIT "C"

### CONDITIONS OF OPERATION

#### **SECTION 1 - GENERAL CONDITIONS**

##### **Standard Condition 1.1 CODE COMPLIANCE**

The Lessee shall comply with all applicable City of La Habra Municipal Codes and Ordinances.

##### **Standard Condition 1.2 BUILDING PERMITS**

The Lessee shall comply with all applicable California/La Habra Building Code requirements and obtain all required permits from the City's Building Division. Construction shall comply with the California/La Habra Building Code (or Residential Code), California/La Habra Electrical Code, California/La Habra Energy Code, and California/La Habra Green Building Standards Code, as applicable.

##### **Standard Condition 1.3 GRAFFITI ABATEMENT**

The Lessee shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site.

##### **Standard Condition 1.4 LOS ANGELES COUNTY FIRE DEPARTMENT**

The Lessee shall comply with the County of Los Angeles Fire Code and the Los Angeles County Fire Department requirements, as applicable.

##### **Standard Condition 1.5 MINOR MODIFICATIONS**

The Director of Community and Economic Development or designee may approve minor modifications to the approved plans through the Administrative Adjustment process to the conditions of approval as long as the intent of the Planning Commission and/or City Council is maintained.

##### **Standard Condition 1.8 VIOLATION**

In the event that the Lessee violates or fail to comply with any of the conditions of approval of this agreement, the Lessor may take measures to cure such violations, including but not limited to, administrative citation and full reimbursement of the Lessor for its costs and expenses, including but not limited to, attorney's fees, in undertaking such corrective action. Reimbursement of enforcement costs shall constitute a civil debt and may be collected by any means permitted by law. In the event that violations of this agreement occur, the City shall refrain from issuing further permits, licenses or other approvals until such violations have been fully remedied.

## **SECTION 2 - CONDITIONS OF APPROVAL**

### **Standard Condition 2.1      SIGNAGE**

The Lessee shall post and maintain a permanent sign listing a responsible contact name and telephone number at the site in case of an emergency or complaint with the system.

### **Standard Condition 2.2      CONSTRUCTION ACTIVITY**

The Lessee of the wireless communication facility shall coordinate all construction activity with the Director of Public Works or designee prior to commencement of construction and shall replace all damaged equipment and infrastructure within the park, as a result of the construction of the wireless communication facility, as determined by the Director of Public Works. This shall include, but not limited to, sod, irrigation systems, curbs, gutter and sidewalks. The contractor performing this work shall coordinate with the City Engineer and Director of Public Works prior to commencing said repair work.

**Exhibit "D"**

**MEMORANDUM OF LEASE**

Prepared by: Denise Scherer  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Ph: 1-800-487-7483 ext. 7795

**MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT**

THIS MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT (herein "Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of La Habra, a California municipal corporation**, having an address of 201 E. La Habra Blvd, La Habra, California 90631-5437 (herein "Lessor") and **SBA 2012 TC Assets, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Communications Site Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, ("Agreement") whereby Lessor shall lease to Lessee the land described in **Exhibit "A"** attached hereto and made a part hereof, along with rights for access and utilities over and across the property. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Agreement, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Agreement provides in part that Lessor leases to Lessee a portion of the real property

located at La Bonita Park (along Whittier), La Habra, CA 90631, consisting of approximately 875 square feet (“Premises”) within the property of or under the control of Lessor which is legally described in **Exhibit “A”** attached hereto and made a part hereof.

2. Lessee shall lease the Premises from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Agreement, all upon the terms and conditions more particularly set forth in the Agreement for a term of five (5) years, commencing on June 30, 2023, which term is subject to four (4) additional five (5) year renewal periods.

3. The sole purpose of this instrument is to give notice of said Agreement and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Agreement contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. **Assignments or Transfers:** Lessee may assign or transfer the whole of Lessee’s rights, obligations and duties under this Agreement without prior approval by Lessor to any of Lessee’s partners, shareholders, members, subsidiaries, or affiliates, or to any entity which acquires all or substantially all of Lessee’s assets in the market defined by the Federal Communications Commission in which the Land is located by reason of a merger, acquisition or other business reorganization. Lessee shall not assign the whole of Lessee’s rights, obligations and duties under this Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld. In the event of approval of such assignment or transfer the assignee or transferee must assume in writing all of Lessee’s obligations hereunder. Notwithstanding anything contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee may assign, transfer or sublease any portion of Lessee’s rights, duties or obligations under this Agreement only if 1) the assignee, transferee or sub lessee has obtained all necessary governmental approvals; 2) Lessor’s approval(s) as required herein or by law; and 3) a separate lease with Lessor, for the assignee’s, transferee’s or sub lessee’s occupation of the Premises. Co-location of similar services by other entities or providers, or the addition or modification of Lessee’s Facilities for use by other entities or providers shall constitute assignment or sublease for purposes of this section and Section.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Agreement and any extensions thereof. All covenants and agreements of this Agreement shall run with the land described in **Exhibit “A”**.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES FOLLOW.

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

**LESSOR:**

**City of La Habra, a California municipal corporation**

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ (Notary) personally appeared \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City of La Habra, a California municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person who executed the instrument.

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

WITNESS my hand and official seal.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Martin Aljovin, Vice President – Asset Optimization of SBA 2012 TC Assets, LLC, a Delaware limited liability company on behalf of the company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

**LESSEE:**

**SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**

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

Martin Aljovin  
Vice President – Asset Optimization

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

The Premises shall consist of approximately 875 square feet ground space along with easement rights for access to the Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Land in the approximate locations as depicted below: