

**FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 2017, by and between the CITY OF COSTA MESA, a municipal corporation, with a mailing address of 77 Fair Drive, Costa Mesa, California 92626 (hereinafter referred to as “Lessor”) and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, (collectively referred to as “Lessee”).

RECITALS

WHEREAS, Lessor and Cox PCS Assets, L.L.C., a Delaware limited liability company (“Original Lessee”) previously entered into that certain Communications Site Lease Agreement dated July 16, 2001 (the “Lease”) through which Original Lessee leased a portion of real property, together with access and utility easements, located in Orange County, California from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, the Premises may be used for the purpose of providing communication services through a monopine structure, including but not limited to the transmission and reception of radio communication signals on various frequencies and the right to install, construct, operate, maintain, repair, replace and secure Lessee’s Facility; and

WHEREAS, per the terms of the Lease, the Initial Term of the Lease commenced on October 1, 2001, and expired on September 30, 2006.; and

WHEREAS, the Lease provides for two (2) automatic renewals of five (5) years each. According to the Lease, the final automatic extension expired on September 30, 2016. The Lease may be extended for two (2) additional terms of five (5) years each upon approval of Lessor’s City Council; and

WHEREAS, the parties desire to replace the City Council's approval of such renewal terms with automatic renewal terms; and

WHEREAS, since October 1, 2016, Lessor and Lessee have continued to perform under the terms of the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein; and

WHEREAS, STC One LLC, which is registered in California as Tower Company One LLC, is the current lessee under the Lease as ultimate successor in interest to Original Lessee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Paragraph 3 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(a) Initial Term. The initial term of this Lease ("Initial Term") shall be five (5) years commencing on October 1, 2001 (the "Commencement Date") and expiring on September 30, 2006.

(b) Renewal Term. Lessee shall have the right to extend this Lease for seven (7) additional five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least ninety (90) days prior to the expiration date of the then-existing Initial Term or Renewal Term. The Initial Term and any Renewal Term shall be collectively referred to as the "Term". If Lessee shall remain in possession of the Premises at the final expiration of this Lease, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

(c) Appraisal Option.

(i) Prior to the commencement of the fourth (4th) Renewal Term and every Renewal Term thereafter, Lessor shall have the option to obtain an independent valuation of the Premises to determine an appropriate Annual Rent (the "Appraisal Option"). In the event Lessor exercises the Appraisal Option, an

appraisal of the Premises shall be made by a duly licensed independent real estate appraiser selected by mutual consent of the parties. In the event the parties cannot reach agreement upon the selection of a mutually acceptable appraiser, within fifteen (15) days, then Lessor and Lessee shall within fifteen (15) days thereafter, each select an appraiser who in turn will select a third independent appraiser who will be employed to make the appraisal. In the event that the two (2) selected appraisers fail to mutually select a third appraiser within fifteen (15) days, then the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association and shall deliver the written appraised value to both parties no later than seven (7) months prior to the commencement of the following Renewal Term. Lessor and Lessee will share equally in the cost of the appraisal. Lessor may, in its discretion, elect to make use of the appraised value as the new Annual Rent, effective as of the commencement of the applicable Renewal Term, by providing notice to Lessee at least six (6) months prior to the commencement of such Renewal Term, which shall be in lieu of any rent increase scheduled to occur on the same date. In no event shall the Annual Rent increase more than twenty percent (20%) of the Annual Rent amount for the previous year. The Annual Rent shall be increased annually thereafter in accordance with this Lease.

(ii) In the event Lessor does not elect to make use of the appraised value as the new Annual Rent, the Annual Rent shall continue to be increased annually pursuant to this Lease.

(d) Maximum Term. Notwithstanding any contrary provisions in this Lease, in no event shall the Term this Lease exceed a total of forty-eight (48) years.

Lessor and Lessee hereby acknowledge that the final extension expires on September 30, 2041.

3. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Nine Thousand Six Hundred Twenty-Four Dollars and 28/100 Dollars (\$9,624.28) for the full execution of this First Amendment (the "Conditional Signing Bonus"). Lessee will pay to Lessor the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

4. Annual Rent. Paragraph 4 of the Lease is hereby amended as follows:

(a) Rent. On October 1, 2017, the Annual Rent shall increase to Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00) per year (equal to Three Thousand Eighty-Three and 33/100 Dollars (\$3,083.33) per month). Following such increase, the Annual Rent shall continue to adjust pursuant to the terms of this

Lease. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to this Lease on the same date.

- (b) Rent Escalations. Commencing on October 1, 2021, and on the anniversary of that date each year thereafter, the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the immediately preceding year. Such rent escalations shall replace and be in lieu of any rent escalations scheduled to occur pursuant to this Lease on or after October 1, 2021.

5. Termination. Paragraph 8(b)(iii) of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(iii) Lessor determines, in its sole discretion, to use Lessor's Property, in a manner that is incompatible with Lessee's Facility following one hundred eighty (180) days' prior written notice to Lessee, provided, however, that Lessor shall first use reasonable efforts to locate an alternate site within Lessor's Property or on property owned by Lessor that is in the vicinity of Lessor's Property that is satisfactory to Lessee for relocation of Lessee's Facility.

6. Additional Premises and Revenue Share. For no additional consideration except as provided herein, Lessor grants to Lessee an additional two hundred (200) square feet of real property adjacent to the existing Premises at the location depicted in Attachment 2-A attached hereto and incorporated by this reference (the "Additional Premises") on the same terms and conditions set forth in the Lease. Attachment 2-A attached hereto, which depicts the Premises and Lessee's Facility, hereby replaces Attachment 2 of the Lease and all references to the Premises shall hereafter include the Additional Premises.

(a) Future Sublessee. If Lessee enters into any future sublease, license or grants a similar right of use or occupancy in the Additional Premises to an unaffiliated third party who is not an existing sublessee on the date of this First Amendment (each an "Additional Premises Future Sublessee"), Lessee agrees to pay to Lessor a monthly fee for such Additional Premises Future Sublessee equal to the greater of: (i) One Thousand and 00/100 Dollars (\$1,000.00) or (ii) thirty-five percent (35%) of the rental, license or similar payments actually received by Lessee from such Additional Premises Future Sublessee occupying the Additional Premises (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the "Additional Premises Revenue Share"), within thirty (30) days after receipt of said payments by Lessee. No other consideration for the use of the Additional Premises shall be paid to Lessor while the Additional Premises are occupied by an Additional

Premises Future Sublessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by an Additional Premises Future Sublessee shall not be an event of default under the Lease. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Additional Premises and there shall be no express or implied obligation for Lessee to do so. Lessee shall comply with all applicable laws, including Costa Mesa's Municipal Code. Notwithstanding the foregoing, any collocated equipment that is installed without permission from Lessor is a material breach of the lease. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by an Additional Premises Future Sublessee. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from sublessees and any successors and/or assignees of such sublessees who commenced and terminated use of and/or sublease the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Premises Revenue Share and Lessor shall have no right to receive any portion of such revenue, including Sprint and AT&T.

(b) Existing Sublessee. If Lessee elects to accommodate the equipment of an existing sublessee on the Premises prior to the date of this First Amendment ("Additional Premises Existing Sublessee") in the Additional Premises, Lessee shall pay the same rent per square foot for the Additional Premises as the rent paid per square foot by Lessee for the existing Premises (the "Additional Premises Rent"). The Additional Premises Rent shall increase in the same manner as the rent increases for the existing Premises.

(c) No Additional Premises Revenue Share or Additional Premises Rent will be paid in the event that an Additional Premises Future Sublessee or Additional Premises Existing Sublessee, respectively, is no longer collocated on the Additional Premises and Lessee shall provide to Lessor notice of same.

(d) In the event Lessee elects to utilize the Additional Premises, Lessee shall (1) remove a pine tree located in the Additional Premises, (2) construct a wall that is adjacent to the Lessor's perimeter wall, and (3) cover the wall with ivy, in accordance with the proposed scope of work ("Work") attached hereto as Exhibit "A", and provided such Work is approved by the appropriate permitting and/or zoning agency governing the Premises.

7. Maintenance Inspection. Lessee shall inspect the Premises not less than once quarterly per year for the purpose of maintaining the Premises in good condition, ordinary wear and tear excepted, or upon receipt of Lessor's written notice in the event Lessor reasonably determines that maintenance of the Premises is necessary. Lessee shall promptly conduct such maintenance or repair within thirty (30) days of its inspection or receipt of Lessor's written notice, or as soon thereafter as is reasonably practicable.

8. Assignment and Sublease. Paragraph 13 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

Lessee will not assign this Lease without prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Lessee shall have the right to assign its rights under this Lease to its subsidiaries, affiliates or successor legal entities or to any entity acquiring all or substantially all of the assets of Lessee upon notice to Lessor and without Lessor's consent. Notwithstanding the foregoing, Lessee shall have the right to sublease or license use of the Premises without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed.

9. Modification. The second sentence of Paragraph 2(a) of the Lease, and only that sentence, is hereby deleted in its entirety and the following is inserted in its place:

Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility upon Lessor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may make "like-for-like" or substantially similar modifications, alterations or replacements within the Premises without Lessor's consent.

10. Insurance. Paragraph 11 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(a) During the Term, at its own cost and expense, Lessee shall maintain the following insurance:

(i) Commercial General Liability with limits of \$5,000,000.00 combined single limit coverage per occurrence for bodily injury (including death) or property damage and \$5,000,000.00 general aggregate arising out of wrongful or negligent acts by Lessee, its officers, employees or Lessee's use, occupancy and operations on the Premises. The limits required may be met by a combination of primary and excess or umbrella insurance;

(ii) Commercial Automobile Liability with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage covering owned, hired and non-owned automobiles;

(iii) Workers' Compensation as required by law; and Employer's Liability with limits of \$1,000,000.00 each accident/disease/policy limit; and

(b) Lessee shall include Lessor as an additional insured as their interest may appear under this Lease on the Commercial General Liability and Commercial Automobile Liability policies and shall file certificates of insurance and blanket additional insured endorsements with Lessor on the effective date of this Lease, which shall be subject to the reasonable approval of Lessor, and to thereafter maintain current certificates and blanket additional insured endorsements on file with Lessor as follows:

(i) Commercial General Liability, Commercial Automobile Liability Policies.

1. Lessor, its officers, officials, employees and volunteers shall be included as an additional insured as their interest may appear under this Lease.

2. Lessee's insurance coverage shall be primary insurance and non-contributory with any insurance or program of self-insurance maintained by Lessor.

3. Any failure of Lessee to comply with reporting provisions of the policies shall not affect coverage provided to Lessor, its officers, officials, employees or volunteers.

4. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(ii) Workers' Compensation. The insurer shall agree to waive all rights of subrogation against Lessor under workers' compensation insurance required to be maintained by Lessee.

(iii) Coverages. Upon receipt of notice from its insurer, Lessee will use its best effort to provide Lessor with thirty (30) days' prior written notice of cancellation (except for nonpayment for which ten (10) days' notice is required), suspension, or reduction in coverage.

11. Miscellaneous. Paragraph 17 of the Lease is amended to include the following subsections to read as follows:

(l) Bankruptcy.

(i) Lessor and Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(ii) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

(m) Lessor's Cooperation. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

(n) Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Premises or the easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

(o) Business Summary Report. Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

12. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no known breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

13. Notices. Lessee's notice address as stated in the Lease is amended as follows:

LESSEE	STC ONE LLC c/o Crown Castle USA Inc. Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317
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14. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested in writing by Lessee. If Lessor's Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. If Lessor fails to provide the IRS Form W-9 within thirty (30) days following Lessee's written request, Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

15. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The terms, covenants and provisions of this

First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

16. Entire Agreement. This First Amendment, together with the Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations and understandings, if any, made by or between the parties with respect to the subject matter hereof.

[Execution Pages Follow]

This First Amendment is executed by Lessor as of the date first written above.

LESSOR:
CITY OF COSTA MESA,
a municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC ONE LLC,
a Delaware limited liability company,
registered in California as TOWER
COMPANY ONE LLC

By: GLOBAL SIGNAL ACQUISITIONS
II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

Attachment 2-A
(Depiction of the Premises and Lessee's Facility)

EXISTING TOWER LEASE LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 44.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 10.40 FEET TO A POINT;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 44.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 458 SQUARE FEET OR 0.0105 ACRES OF LAND MORE OR LESS.

TOWER LEASE EXPANSION LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 19.23 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 10.40 FEET TO A POINT;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 19.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 200 SQUARE FEET OR 0.0046 ACRES OF LAND MORE OR LESS.

TOWER LEASE LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 63.23 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 10.40 FEET TO A POINT;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 63.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 658 SQUARE FEET OR 0.0151 ACRES OF LAND MORE OR LESS.

ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 63.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 10.40 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 121.33 FEET TO A POINT;

THENCE SOUTH 34 DEGREES 32 MINUTES 30 SECONDS EAST A DISTANCE OF 58.62 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 27 MINUTES 30 SECONDS WEST A DISTANCE OF 40.10 FEET TO A POINT ON THE EASTERLY PUBLIC RIGHT OF WAY OF PLACENTIA AVENUE;

THENCE ALONG SAID RIGHT OF WAY, NORTH 34 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 12.00 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT OF WAY, NORTH 55 DEGREES 27 MINUTES 30 SECONDS EAST A DISTANCE OF 28.10 FEET TO A POINT;

THENCE NORTH 34 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 69.08 FEET TO A POINT;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 131.79 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 10.40 FEET TO A POINT;

THENCE NORTH 89 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 75.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 12.00 FEET THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,650 SQUARE FEET OR 0.0838 ACRES OF LAND MORE OR LESS.

5' UTILITY EASEMENT 1 LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION

FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO A POINT;

THENCE NORTH 00 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 22.40 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 7.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 5.57 FEET TO A POINT;

THENCE NORTH 25 DEGREES 23 MINUTES 31 SECONDS EAST A DISTANCE OF 38.79 FEET TO A POINT;

THENCE SOUTH 64 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT;

THENCE SOUTH 25 DEGREES 23 MINUTES 31 SECONDS WEST A DISTANCE OF 36.34 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 188 SQUARE FEET OR 0.0043 ACRES OF LAND MORE OR LESS.

5' UTILITY EASEMENT 2 LEGAL DESCRIPTION

A PORTION OF LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT, FILED IN ACTION NO. 6385, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION ENTITLED HANCOCK BANNING, ET AL VS. MARY H. BANNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE IN HANDHOLE AT THE INTERSECTION OF THE NORTH LINE OF FAIRVIEW FARMS TRACT AND THE CENTERLINE OF HARBOR BOULEVARD, THENCE NORTH 79 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 4246.90 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 184.56 FEET TO A POINT;

THENCE SOUTH 34 DEGREES 32 MINUTES 30 SECONDS EAST A DISTANCE OF 58.62 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 27 MINUTES 30 SECONDS WEST A DISTANCE OF 3.74 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 34 DEGREES 37 MINUTES 11 SECONDS EAST A DISTANCE OF 340.61 FEET TO A POINT;

THENCE SOUTH 52 DEGREES 41 MINUTES 48 SECONDS EAST A DISTANCE OF 32.23 FEET TO A POINT;

THENCE SOUTH 34 DEGREES 37 MINUTES 11 SECONDS EAST A DISTANCE OF 107.74 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 22 MINUTES 49 SECONDS WEST A DISTANCE OF 13.07 FEET TO A POINT;

THENCE NORTH 34 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT;

THENCE NORTH 55 DEGREES 22 MINUTES 49 SECONDS EAST A DISTANCE OF 8.07 FEET TO A POINT;

THENCE NORTH 34 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 15.88 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 22 MINUTES 49 SECONDS WEST A DISTANCE OF 41.98 FEET TO A POINT;

THENCE NORTH 34 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT;

THENCE NORTH 55 DEGREES 22 MINUTES 49 SECONDS EAST A DISTANCE OF 41.98 FEET TO A POINT;

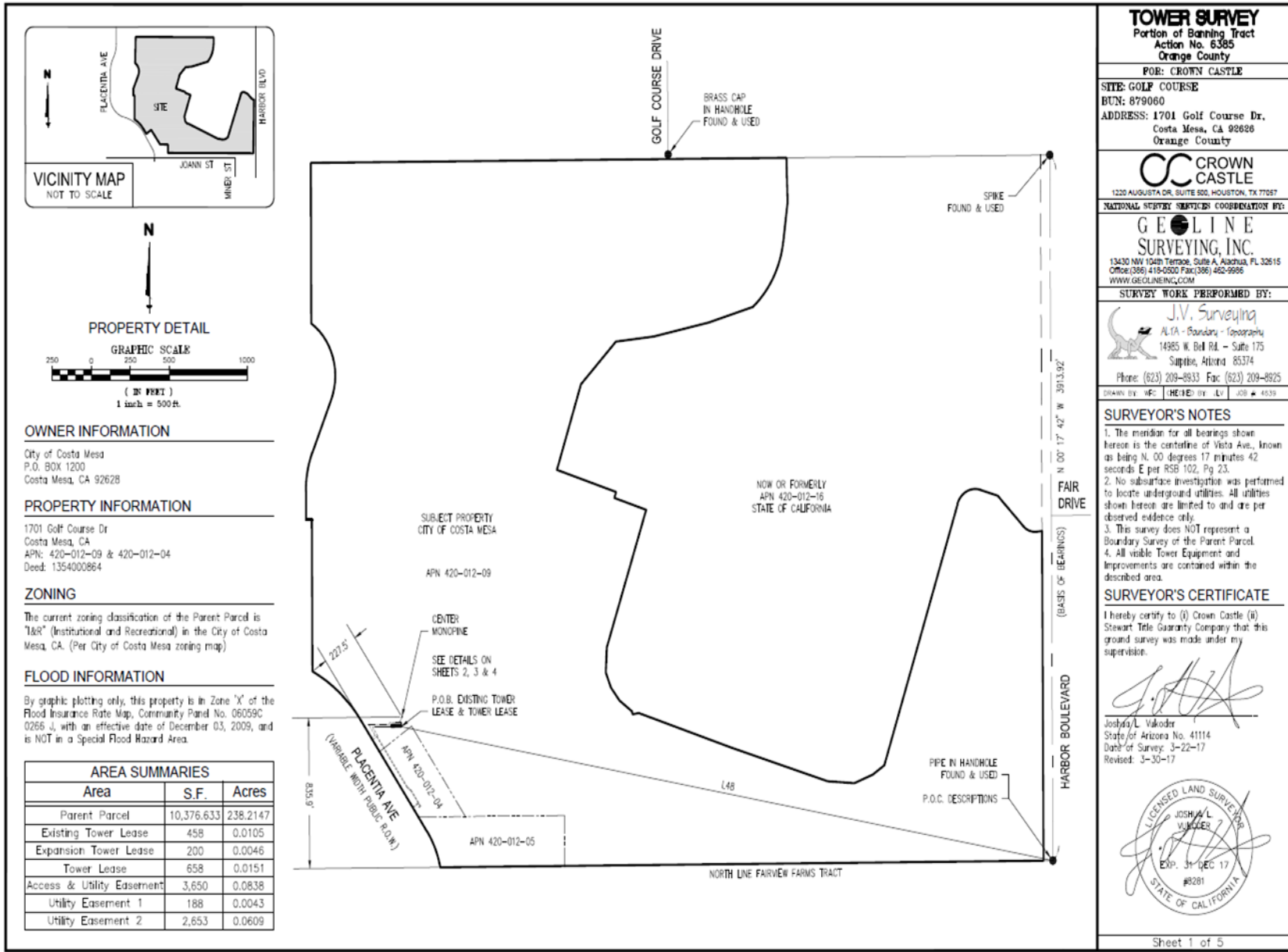
THENCE NORTH 34 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 81.07 FEET TO A POINT;

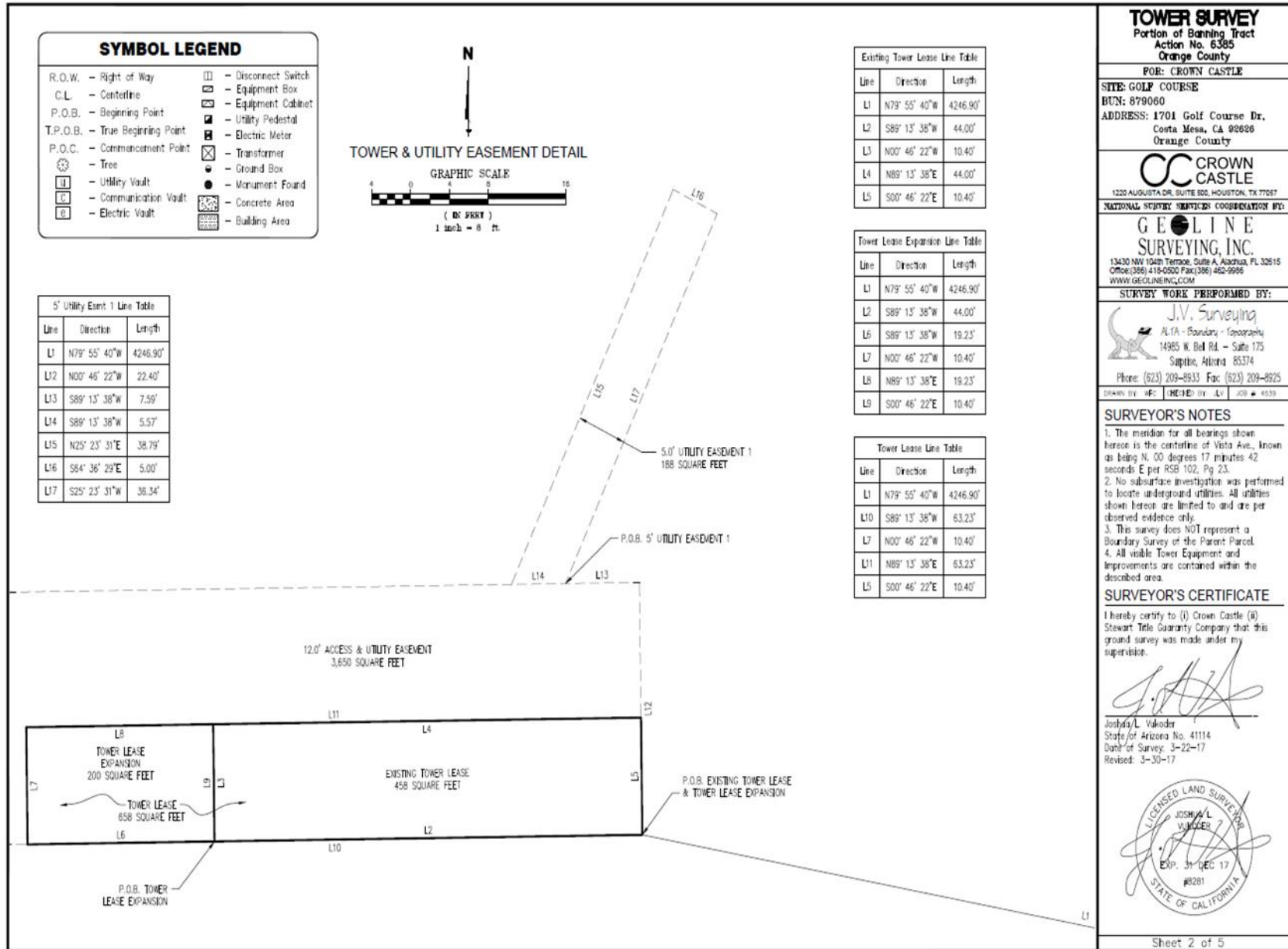
THENCE NORTH 52 DEGREES 41 MINUTES 48 SECONDS WEST A DISTANCE OF 32.23 FEET TO A POINT;

THENCE NORTH 34 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 341.41 FEET TO A POINT;

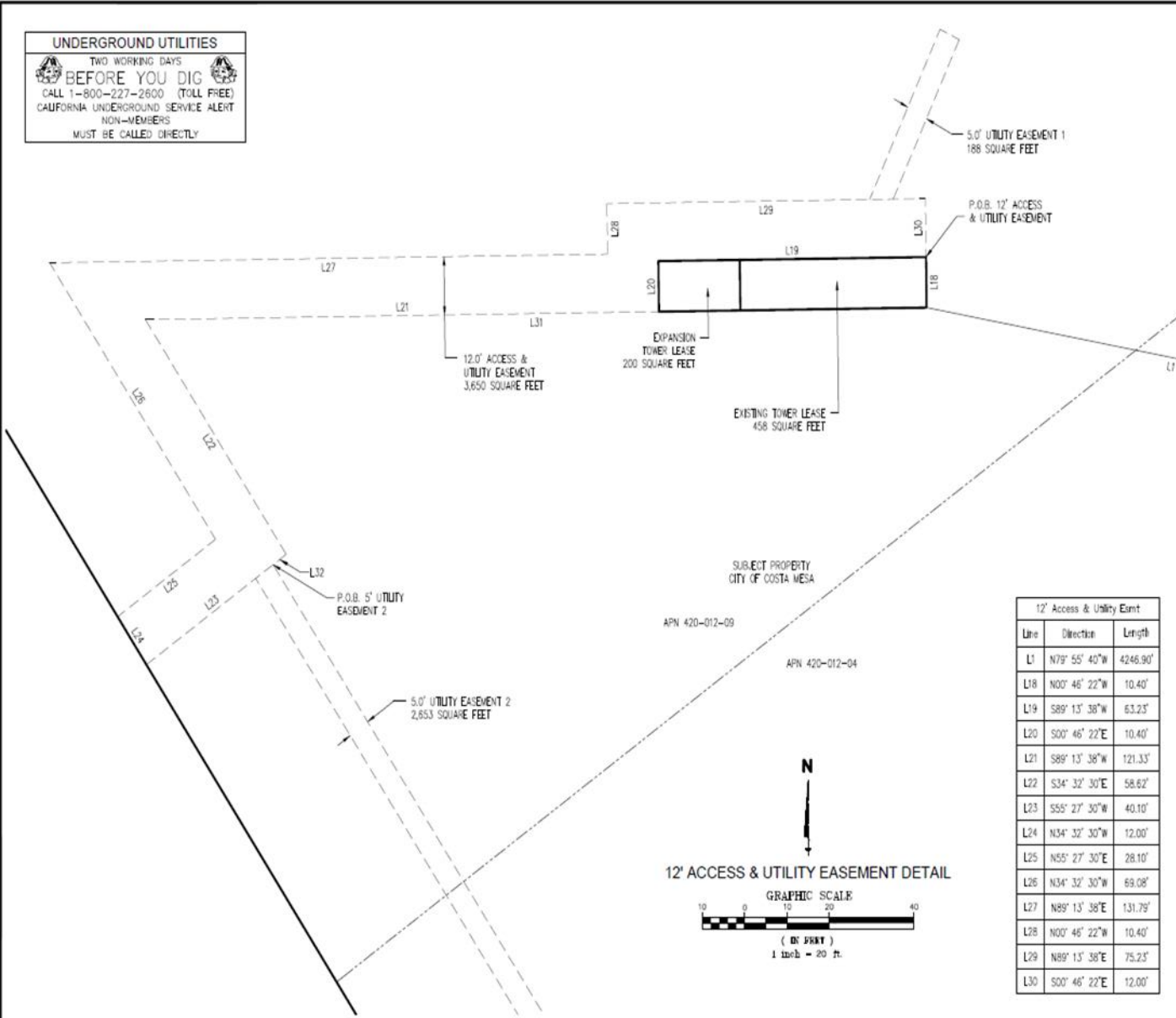
THENCE NORTH 55 DEGREES 27 MINUTES 30 SECONDS EAST A DISTANCE OF 5.00 FEET THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 2,653 SQUARE FEET OR 0.0609 ACRES OF LAND MORE OR LESS.





UNDERGROUND UTILITIES
 TWO WORKING DAYS
BEFORE YOU DIG
 CALL 1-800-227-2600 (TOLL FREE)
 CALIFORNIA UNDERGROUND SERVICE ALERT
 NON-MEMBERS
 MUST BE CALLED DIRECTLY



12' Access & Utility Easmt		
Line	Direction	Length
L1	N79° 55' 40"W	4246.90'
L18	N00° 46' 22"W	10.40'
L19	S89° 13' 38"W	63.23'
L20	S00° 46' 22"E	10.40'
L21	S89° 13' 38"W	121.33'
L22	S34° 32' 30"E	58.62'
L23	S55° 27' 30"W	40.10'
L24	N34° 32' 30"W	12.00'
L25	N55° 27' 30"E	28.10'
L26	N34° 32' 30"W	69.08'
L27	N89° 13' 38"E	131.79'
L28	N00° 46' 22"W	10.40'
L29	N89° 13' 38"E	75.23'
L30	S00° 46' 22"E	12.00'

TOWER SURVEY
 Portion of Banning Tract
 Action No. 6385
 Orange County

FOR: CROWN CASTLE
 SITE: GOLF COURSE
 BUN: 8790660
 ADDRESS: 1701 Golf Course Dr.
 Costa Mesa, CA 92626
 Orange County

CROWN CASTLE
 1220 AUGUSTA DR., SUITE 500, HOUSTON, TX 77057
 NATIONAL SURVEY SERVICES COOPERATION INC.

G E O L I N E
SURVEYING, INC.
 13430 NW 104th Terrace, Suite A, Alachua, FL 32615
 Office: (386) 418-0500 Fax: (386) 462-9966
 WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:
 J.V. Surveying
 ALTA - Boundary - Topography
 14985 W. Bell Rd. - Suite 175
 Surprise, Arizona 85374
 Phone: (623) 209-8933 Fax: (623) 209-8925

DRAWN BY: HFC CHECKED BY: LJT JOB # 4539

SURVEYOR'S NOTES

- The meridian for all bearings shown hereon is the centerline of Vista Ave., known as being N. 00 degrees 17 minutes 42 seconds E per R5B 102, Pg 23.
- No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
- This survey does NOT represent a Boundary Survey of the Parent Parcel.
- All visible Tower Equipment and Improvements are contained within the described area.

SURVEYOR'S CERTIFICATE

I hereby certify to (i) Crown Castle (ii) Stewart Tele Guaranty Company that this ground survey was made under my supervision.

[Signature]
 Joshua L. Vakoder
 State of Arizona No. 41114
 Date of Survey: 3-22-17
 Revised: 3-30-17



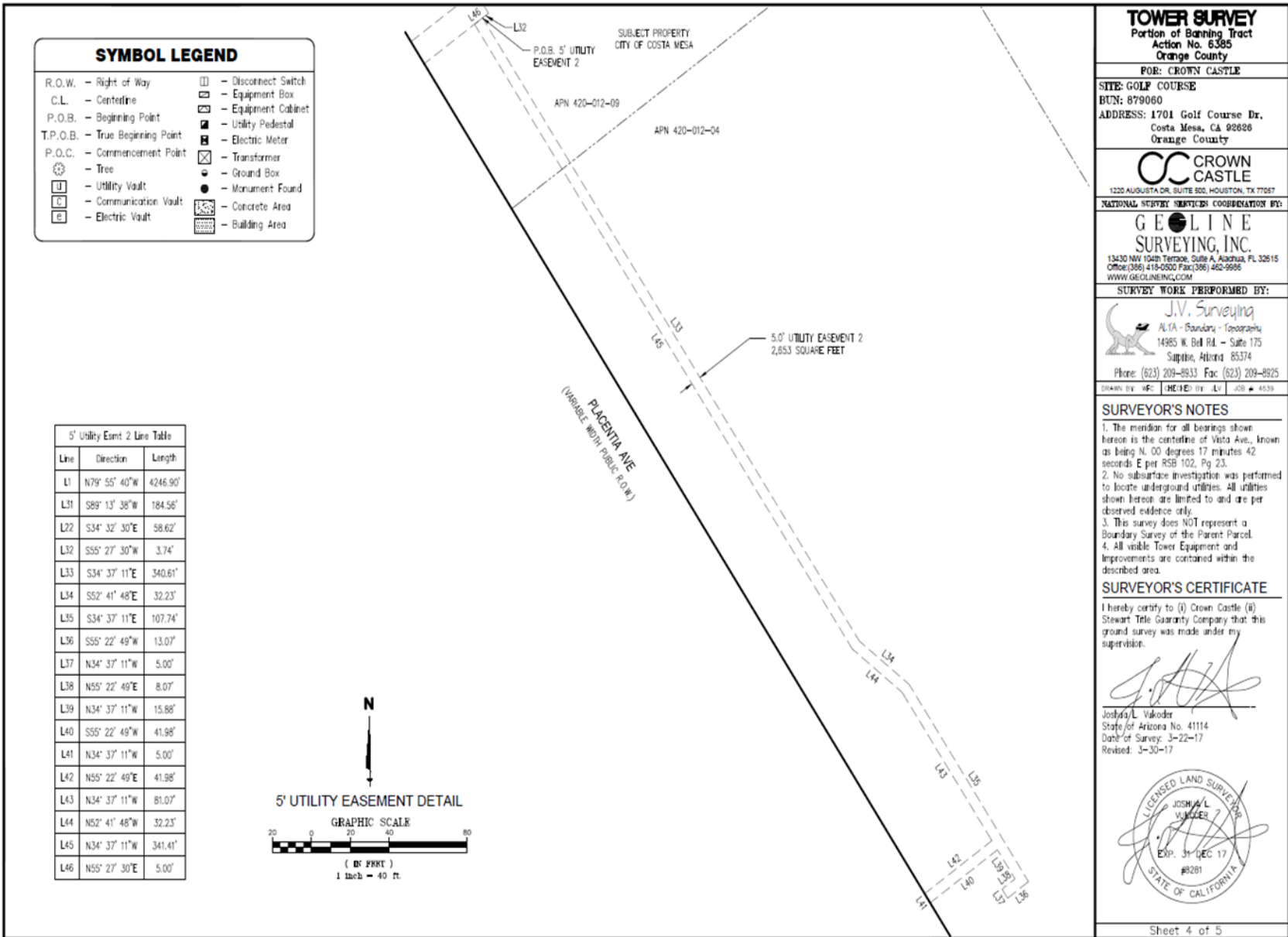


Exhibit A
(Scope of Work for Tree Removal, Wall Construction and Ivy Placement)



Scope of Work

1. Remove Pine Tree as noted
2. Construct wall to match existing
3. Plan ivy to climb up wall and cover surface