

**WHEN RECORDED RETURN TO:**

Prepared by:  
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San Diego, California 92101

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**A.P.N. 420-012-09**

**Prior recorded document(s) in Orange County, California:  
Recorded on August 17, 2001 at #20010574072  
Recorded on January 17, 2002 at #20020046924**

**MEMORANDUM OF FIRST AMENDMENT TO  
COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Communications Site Lease Agreement is made effective 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 ("Lessor") and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Lessee").

1. Lessor and Cox PCS Assets, L.L.C., a Delaware limited liability company ("Original Lessee") entered into a Communications Site Lease Agreement dated July 16, 2001 (the "Lease") whereby Original Lessee leased certain 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"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

Site Name: Golf Course  
Business Unit #: 879060

Documentary Transfer Tax \$ _____ _____ Computed on full value of property _____ Computed on full value less liens and encumbrances remaining at time of sale _____ Computed on full value of lease surpassing the 35 year term limit _____ _____ Computed on leased area of the property _____ Signature of Declarant or agent – Firm Name
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2. STC One LLC, registered in California as Tower Company One LLC is currently the lessee under the Lease as successor in interest to Original Lessee.

3. The Lease had an initial term that commenced on October 1, 2001 and expired on September 30, 2006. The Lease provides for four (4) extensions of five (5) years each, the first three (3) of which were exercised by Lessee (each extension is referred to as a “Renewal Term”). According to the Lease, the final Renewal Term expires September 30, 2026.

4. Lessor and Lessee have entered into a First Amendment to Communications Site Lease Agreement (the “First Amendment”), of which this is a Memorandum, providing for three (3) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on September 30, 2041.

5. By the First Amendment, Lessor granted to Lessee an expansion of the Premises of two hundred (200) square feet. Additional details of the foregoing expansion are set forth in the First Amendment.

6. 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.

7. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

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

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Lessor and Lessee.

*[Execution Pages Follow]*

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

**LESSOR:**  
CITY OF COSTA MESA,  
a municipal corporation

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

*[Acknowledgment Appears on Following Page]*

**CALIFORNIA ACKNOWLEDGMENT**

*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 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, 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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(Seal)

*[Lessee Execution Page Follows]*

**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: \_\_\_\_\_

*[Acknowledgment Appears on Following Page]*

**State of Texas**

**County of** \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC ONE LLC**, registered in California as Tower Company One LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**EXHIBIT A**  
**(Legal Description of the Lessor's Property)**

A PARCEL OF LAND LYING WITHIN 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 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:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL G AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 53, PAGES 34 TO 36 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE NORTH 89° 27' 30" EAST, ALONG THE NORTH LINE OF FAIRVIEW FARMS AS SHOWN ON SAID RECORD OF SURVEY, 800.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 32' 30" WEST, 280 FEET TO A POINT ON A LINE PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 89° 27' 30" WEST, 937.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL G; THENCE ALONG THE NORTHEASTERLY LINE OF PARCEL G, NORTH 34° 32' 30" WEST, 649.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 840.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 33' 24", AN ARC DISTANCE OF 418.66 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL F AS SHOWN ON SAID RECORD OF SURVEY, A RADIAL LINE FROM SAID POINT BEARS SOUTH 26° 54' 06" WEST; THENCE DEPARTING FROM THE NORTHEASTERLY LINE OF SAID PARCEL G NORTH 0° 12' 30" WEST ALONG SAID EASTERLY LINE OF SAID PARCEL F, 840.08 FEET; THENCE SOUTH 89° 47' 30" EAST, 37.00 FEET; THENCE NORTH 0° 12' 30" WEST ALONG THE EASTERLY LINE OF PARCEL F AND PARCEL E AS SHOWN ON SAID RECORD OF SURVEY, 163.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL E, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 215.99 FEET; THENCE NORTH 22° 17' 30" EAST, 317.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE NORTHEASTERLY NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78° 13' 11", AN ARC DISTANCE OF 477.82 FEET; THENCE NORTH 0° 12' 30" WEST ALONG THE EASTERLY LINE OF PARCEL E AND PARCEL C AS SHOWN ON SAID RECORD OF SURVEY, 890.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A OF THE BANNING TRACT AS SHOWN ON SAID RECORD OF SURVEY; THENCE DEPARTING FROM THE EASTERLY LINE OF SAID PARCEL C, NORTH 89° 28' 13" EAST, ALONG SAID NORTH LINE OF LOT A OF THE BANNING TRACT, 3051.84 FEET TO A POINT, SAID POINT BEING SOUTH 89° 28' 13" WEST, 1690.00 FEET FROM THE CENTERLINE OF HARBOR BOULEVARD; THENCE DEPARTING FROM SAID NORTH LINE OF LOT A OF THE BANNING TRACT, SOUTH 1° 48' 15" EAST, 247.80 FEET; THENCE SOUTH 7° 15' 31" WEST, 220.54 FEET TO THE BEGINNING OF A

TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 12' 07", AN ARC DISTANCE OF 419.84 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 73° 03' 25" WEST ALONG SAID NON-TANGENT LINE 297.20 FEET; THENCE SOUTH 77° 39' 25" WEST 360.52 FEET; THENCE SOUTH 83° 13' 52" WEST 244.09 FEET; THENCE SOUTH 43° 30' 34" WEST 325.37 FEET; THENCE SOUTH 18° 00' 03" WEST 499.26 FEET; THENCE SOUTH 72° 00' 13" EAST 398.80 FEET; THENCE SOUTH 17° 33' 50" WEST 34.79 FEET; THENCE SOUTH 72° 03' 25" EAST 214.13 FEET; THENCE SOUTH 18° 19' 35" WEST 803.10 FEET; THENCE SOUTH 2° 39' 12" WEST 139.99 FEET; THENCE SOUTH 21° 35' 14" EAST 90.20 FEET; THENCE SOUTH 37° 32' 02" EAST 90.07 FEET; THENCE SOUTH 52° 52' 29" EAST 99.78 FEET; THENCE SOUTH 14° 23' 14" EAST 16.34 FEET; THENCE NORTH 80° 43' 45" EAST 39.91 FEET; THENCE SOUTH 72° 09' 16" EAST 620.93 FEET; THENCE SOUTH 73° 12' 12" EAST 648.80 FEET; THENCE SOUTH 86° 23' 19" EAST 171.77 FEET; THENCE NORTH 68° 13' 19" EAST 127.61 FEET; THENCE NORTH 54° 54' 19" EAST 90.17 FEET; THENCE NORTH 17° 59' 15" EAST 1523.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 28' 26", AN ARC DISTANCE OF 185.30 FEET; TO THE BEGINNING OF A TANGENT LINE; THENCE SOUTH 73° 32' 19" EAST ALONG SAID TANGENT LINE, 113.70 FEET; THENCE SOUTH 44° 19' 01" EAST 237.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52° 10' 12", AN ARC DISTANCE OF 91.05 FEET TO THE BEGINNING OF A TANGENT LINE; THENCE NORTH 83° 30' 47" EAST ALONG SAID TANGENT LINE; 36.21 FEET, TO A POINT ON A LINE PARALLEL WITH AND 60.00 FEET, MEASURED AT RIGHT ANGLES WESTERLY OF THE CENTERLINE OF HARBOR BOULEVARD; THENCE SOUTH 0° 17' 42" EAST 1828.70 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF FAIRVIEW FARMS AS SHOWN ON PREVIOUSLY MENTIONED RECORD OF SURVEY; THENCE SOUTH 89° 27' 30" WEST ALONG SAID NORTH LINE OF FAIRVIEW FARMS, 3071.86 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED BY THE COUNTY TAX ASSESSOR AS ASSESSOR NO. 420-012-04.