

WHEN RECORDED RETURN TO:

Prepared by:
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Space above this line for Recorder's Use

A.P.N. 418-052-65

**Prior recorded document(s) in Orange County, California:
Recorded on January 29, 2001 at #20010048975**

**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 _____, 2018 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 June 19, 2000 (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 Attachment 1-A attached hereto.

Site Name: Schiffer Park
Business Unit #: 879035

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 ____ Exempt-remaining lease term with renewal options is 35 years or less Thrifty v. County of Los Angeles (1989) 210 Cal.App.3d 881 _____ Signature of Declarant or agent

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

3. 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

4. The Lease had an initial term that commenced on September 8, 2000 and expired on September 7, 2005. The Lease provides for two (2) automatic extensions of five (5) years each, the first two (2) of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expired September 7, 2015.

5. A Memorandum of the Lease was recorded in Orange County, California, on January 29, 2001, as Instrument Number 20010048975 ("Original Memorandum"), whereby Attachment 1 to the Original Memorandum inadvertently included an inaccurate legal description of the Lessor's Property.

6. 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 five (5) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on September 7, 2040.

7. Attachment 1 to the Original Memorandum is hereby amended by deleting the Attachment in its entirety and inserting Attachment 1-A attached hereto in its place. All references to the Lessor's Property in the Lease and Original Memorandum shall be deemed to refer to the property described in Attachment 1-A attached hereto.

8. 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.

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

10. 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.

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

12. 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 _____, 2018.

(Personalized Seal)

Notary Public's Signature

ATTACHMENT 1-A
(Legal Description of the Lessor's Property)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK 'C' OF THE BERRY TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGES 6 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 39, TRACT NO. 4674, PER MAP THEREOF RECORDED IN BOOK 223, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA;

THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE EAST LINE OF SAID LOT 39 AND THE EAST LINE OF TRACT NO. 4674 A DISTANCE OF 520.00 FEET TO THE SOUTHEAST CORNER OF LOT 61 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11' 45" EAST ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 61, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED TO CHARLES EDWARD VETTER AND RECORDED AUGUST 22, 1960 IN BOOK 5384, PAGE 356 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG THE WEST LINE OF SAID LAND TO VETTER AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 100.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 77 OF SAID TRACT NO. 4674; THENCE SOUTH 89 DEGREES 11 DEGREES 45" EAST ALONG SAID EASTERLY PROLONGATION A DISTANCE OF 264.00 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 'C' OF THE BERRY TRACT; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EAST LINE A DISTANCE OF 650 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF GISLER AVENUE; THENCE NORTH 89 DEGREES 11' 45" WEST ALONG THE CENTERLINE OF SAID GISLER AVENUE A DISTANCE OF 530.56 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID TRACT NO. 4674; THENCE SOUTH 0 DEGREES 52' 11" WEST ALONG SAID PROLONGATION A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN GISLER AVENUE.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT WITH THE NORTHERLY LINE OF THAT CERTAIN UNDESIGNATED STRIP OF LAND LYING NORTHERLY OF SAID LOT AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 11' 45" WEST A DISTANCE OF 107.20 FEET; THENCE SOUTH 4 DEGREES 55' 17" EAST A DISTANCE OF 723.87 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID PARALLEL LINE SOUTH 0 DEGREES 55' 29" WEST A DISTANCE OF 100.00 FEET; THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE SOUTH 89 DEGREES 04' 31" EAST A DISTANCE OF 40.00 FEET TO SAID EASTERLY LINE; THENCE NORTH 0 DEGREES 55' 29" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 820.00 FEET TO THE POINT OF BEGINNING.