

## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of \_\_\_\_\_, 2009 is between **Global Tower Assets, LLC, a Delaware Limited Liability Company**, having a mailing address of 750 Park of Commerce Blvd. #300 Boca Raton Florida 33487-3612 ("Lessee") and the **City of Costa Mesa, a municipal corporation**, ("Lessor") whose address is 77 Fair Drive, Costa Mesa, CA 92628-1200.

The parties hereto agree as follows:

1. Premises. Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 1701 Golf Course Drive, Costa Mesa, CA 92626 and (Assessor's Parcel Number 420-012-09). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises. This lease is limited to those specific facilities and devices which are shown on the approved plans and permits. Any additional facilities, changes or attachments will require modification to this lease agreement.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for the first and second five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then-existing Term or Renewal Term. This Lease may be extended for the third, fourth, and fifth Renewal Terms upon approval of Lessor's City Council. At least ninety (90) days prior to the expiration of the then-existing second, third or fourth Renewal Term, Lessee shall notify Lessor of its intention to renew the Lease.

5. Rent. Upon the Commencement Date (so long as Lessor has provided Lessee with a signed and completed Substitute W-9 Form) Lessee shall pay Lessor, as annual rent, the sum of Twenty-Four Thousand Dollars (\$24,000.00) ("Rent"), which shall increase to the amount of \$24,720 at the one year anniversary of the commencement date. Rent shall be payable annually, in advance, to Lessor at Lessor's address specified at the beginning of this Lease. Payment shall be made on or before the commencement date, unless that date falls on a weekend or CITY holiday, in which case payment may be made on the first business day thereafter. Payment shall be made by check or draft issued and payable to the City of Costa Mesa and received by the City's Finance Director. A late payment charge of ten percent (10%) shall be added to any late payment that is received after the date in which payment is due. Postmarks will not be accepted. Rent shall increase annually at the rate of 3%.

If this Lease is terminated by mutual agreement before the expiration of any full lease year, Rent shall be prorated for any fractional lease year.

Lessee may expand the Premises for its equipment beyond the square footage of the Premises only upon execution of an amendment to this Communications Site Lease Agreement, and Rent shall be increased in proportion to the extra square footage included in the revised Premises. The existing lease area is approximately 357.5 sq ft. Additional rent may be due, and an amendment to this lease will be required, if Lessee seeks to add equipment to its existing lease area without expanding the square footage of the leased site.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain, install, repair and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Notwithstanding the foregoing, Lessee's work shall not affect or interfere with Lessor's facilities. Nor shall Lessee's work affect or

interfere with the facilities of other lessees of Lessor's property which are in existence as of the date of execution of this Lease. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Lessee's construction and installation work shall be performed by licensed and bondable contractors, at Lessee's sole cost and expense and in good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration of this Lease or within sixty (60) days after an early termination of this Lease.

(c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises on a reasonable basis during normal business hours, Monday through Friday, 8 A.M through 5 P.M. access to the premise outside of normal business hours will be considered so long as Lessor can reasonably accommodate access without cost to Lessor. In the event Lessor is unable to do so during the normal course of Lessor's business, access will be billed to the Lessee in the amount of \$75 per hour. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them therefrom. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's written approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities, so long as such placement does not interfere with the rights of other lessees of Lessor's property for facilities or leaseholds in place at the time of such installation, and so long as such placement does not interfere with Lessor's use of its property. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities. If practicable, Lessee shall install at Lessee's expense a separate electric meter and pay for electricity directly. In the event utilities to the Premises are furnished by the Lessor and are measured by privately installed sub-meters, Lessee shall pay as additional rent the cost of utility service provided to the Premises and attributable to Lessee's use ("Utility Charge"). Lessee shall pay the estimated cost of the Utility Charge monthly in advance

together with the Rent. The parties estimate the Utility Charge at the Commencement Date to be One Hundred Fifty Dollars (\$150.00) per month. During the lease term, at Lessor's request (which request shall not be more frequent than once every twelve months), Lessee shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on the readings from the privately installed sub-meters at Lessor's Property. If the actual Utility Charge varies from the estimated Utility Charges paid, the parties shall adjust the Utility Charge to reflect Lessee's actual usage.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

7. Interference with Communications. Lessee's Facilities shall not disturb the communications configurations, uses, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission. Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the use of the Premises described in Paragraph 2, above. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference, in addition to any other rights or remedies at law or in equity. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference. Nor shall any of Lessor's existing use of Lessor's property be deemed to interfere with the use of Premises described in paragraph 2, and neither shall be subject to injunction. If Lessor receives any request to locate any communications transmitting equipment on Lessor's property from any third party (a "Carrier"), Lessor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the Communications operations of Lessee's facilities and requiring the Carrier to comply with all the provisions set forth in the technical requirements for third party co-location attached to this lease as Exhibit "C" in designing, locating and operating its transmitting equipment and in reconfiguring or changing the frequency or operation of its equipment.

8. 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 Premises or this Lease.

9. Termination.

(a) This Lease may be terminated by Lessor if:

(1) Lessee commits any default under this Lease and fails to cure such default within (i) ten (10) business days after Lessee received written notice of the default, where the default is a failure to pay any annual installment of Rent when due, or (ii) thirty (30) days after Lessee receives written notice of any non-monetary default and fails to cure such default, provided that if the period to cure takes longer than thirty (30) days and Lessee commences to cure the default within the thirty (30) day notice period,

then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or

(2) Lessor determines, in its sole discretion exercised in good faith, that Lessor must use Lessor's Property in a manner that is incompatible with Lessee's Facilities following one hundred eighty (180) days prior written notice to Lessee, provided, however, that (i) 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.

(b) This Lease may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date.

(c) This Lease may also be terminated by Lessee without further liability on thirty (30) days' prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, provided that the right to terminate under this subsection (c)(ii) is exercisable only if Lessee pays Lessor as a termination fee the lesser of three monthly installments of the Rent or the balance of the Rent due for the remaining term of this Lease.

(d) This Lease may be terminated by Lessee if Lessor commits a default under this Lease and fails to cure such default within thirty (30) days after Lessor receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than thirty (30) days and Lessor commences to cure the default within the thirty (30) day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

#### 10. Destruction of Premises.

(a) Except for damage or destruction caused by acts or omissions of Lessee, if the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessor shall take reasonable efforts to identify and make available to Lessee within ten (10) days a temporary site on the Property (or on other property owned or controlled by Lessor) which in Lessee's reasonable discretion is equally suitable for Lessee's use. Lessee may construct, operate, and maintain substitute Lessee's Facilities thereon until Lessee's Facilities are fully restored and operational on the Premises. Rent shall abate in full during any time that Lessee is unable to operate Lessee's Facilities on the Property or on a temporary site provided hereunder. Alternatively, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction.

(b) If the Premises is significantly damaged or destroyed and thereafter Lessor elects to demolish and not rebuild the Premises, Lessor shall have the right to terminate the Lease if a suitable relocation alternative does not otherwise exist elsewhere upon Lessor's Property where Lessee's Facilities affected by the damage or destruction may be relocated. If the Premises is significantly damaged or destroyed in such a manner that the Premises are directly affected by the casualty event and Lessor thereafter elects to rebuild the damaged or destroyed area, Lessee shall cooperate with Lessor to facilitate Lessor's efforts to repair or restore the damaged or destroyed area of the Premises. Except if the damage or destruction is caused by Lessee, Lessor shall similarly cooperate in identifying and making available a temporary site for Lessee in accordance with the first sentence of this Section 10. If the specific nature of the damage or destruction to the Lessor's Property is such that there is no means to continue Lessee's operations in the Premises or elsewhere temporarily upon Lessor's Property pending the repair or restoration of the damaged Premises, then Lessor shall have the right to terminate this Lease upon not less than one hundred eighty (180) days' prior written notice to Lessee.

11. Condemnation. If a condemning authority takes all or a portion of Lessor's Property, which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then Lessee may terminate this Lease 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 (which for Lessee shall include, the value of the Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain under the threat of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance. During the Term or any Renewal Term, and also prior to the Commencement Date if Lessee enters Lessor's Property under section 6(a), Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, such limit may be satisfied by a combination of primary and umbrella policies, covering Lessee's use, occupancy and operations on the Premises; (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident; (3) Workers Compensation as required by law; and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Each party to this Lease shall maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for damages or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee and Lessor shall have the right to self-insure with respect to any of the above insurance.

Endorsements on the policies of insurance required by this Section 12 shall contain the following provisions:

- (a) Lessor and its elected and appointed boards, members, officers, agents and employees shall be named as additional insureds as respects the Commercial General Liability and Auto Liability policies;
- (b) The policy of insurance shall not terminate, nor shall be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to Lessor; and
- (c) Any other insurance maintained by Lessor shall be in excess and shall not be contributing with respect to the insurance provided by this policy.

13. Indemnification and Hold Harmless. Except where prohibited by laws, Lessee shall protect, defend, indemnify and hold harmless Lessor City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Lessee, its employees, agents or subcontractors in the performance of this Lease. This obligation is separate from and independent of the Lessee's obligation to obtain insurance as provided for in Paragraph 12 above.

14. Assignment. Lessee may assign or sublet this Lease at any time to (i) any of Lessee's partners or parent firms, (ii) Lessee's their affiliates and subsidiaries, (iii) in connection with the sale, exchange, or other transfer of Lessee's FCC authorization for the geographic area in which the Premises are located or substantially all of Lessee's assets in the geographic area where the Premises are located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Lessee's property, or (v) to Royal Street Communications, California LLC., dba metroPCS, any other assignment or sublease of any portion of the leased Premises requires Lessor's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned.

15. Title and Quiet Enjoyment.

(a) Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessor to enter into this Lease and allow Lessee to install and operate Lessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Lessor's Property.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely

affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

16. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors, subcontractors, or invitees.

17. Environmental. Lessor represents that, to the best of its knowledge, the Premises have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that, to the best of its knowledge, no Hazardous Materials or underground storage tanks are located on or near the Premises. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state, and local laws and regulations. "Hazardous Materials" means any substance chemical, pollutant or waste that is presently identified as hazardous, toxic, dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

18. Miscellaneous. Notices shall be in writing and shall be delivered to Lessee, Global Tower Assets, LLC, 750 Park of Commerce Blvd., Suite 300 Boca Raton, FL 33487-3612, Attn: Asset Management Ref: CA5032-LA2741 and with a copy concurrently to Lessor, Attn: Anna Tellez, City of Costa Mesa, 99 Fair Drive, Costa Mesa, California 92626, to the address of the respective party given at the beginning of this Lease, or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier. Any notice served personally shall be deemed delivered upon receipt, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier.

If Lessee is to pay Rent to a payee other than the Lessor, Lessor shall notify Lessee in advance in writing of the rent assignment and payee's name and address.

The substantially prevailing party in any legal claim hereunder arising shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

Lessor shall obtain for the benefit of Lessee a reasonable Non-Disturbance Agreement from the present and any future mortgagee(s) or holder(s) of a deed of trust confirming that Lessee's right to quiet possession of the Premises during this Lease shall not be disturbed, so long as Lessee is not in default under this Lease.

If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of the Lease will so survive.

This Lease shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. The Lease shall not be interpreted or construed against the party preparing it. In the event of any legal action to enforce or interpret this Lease, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

Upon request, either party may require that a Memorandum of Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed and each party will attempt to respond within twenty (20) business days of submitting a written request for consent or approval unless otherwise specified herein.

Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority to enter into this Lease and to be bound by the terms of this Lease.

This Lease constitutes the entire Lease between the parties and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, the parties have entered into this Lease effective as of the date first above written.

**LESSEE:**

**Global Tower Assets, LLC,**  
**a Delaware limited liability company**

**LESSOR:**

City of Costa Mesa  
A Municipal Corporation

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

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

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

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

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

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

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

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

**ATTEST WITNESS**

**ATTEST WITNESS**

\_\_\_\_\_

\_\_\_\_\_

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

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

**Exhibit "A"**  
**Legal Description**

PARCEL 1:

A PARCEL OF LAND LYING WITHIN LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF COSTA MESA, 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:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL G AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 53, PAGE 34 THROUGH 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, 280.00 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" WEST, 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 CENTER LINE 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' 35" 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' 24" 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 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 CENTER LINE 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.

PARCEL 2:

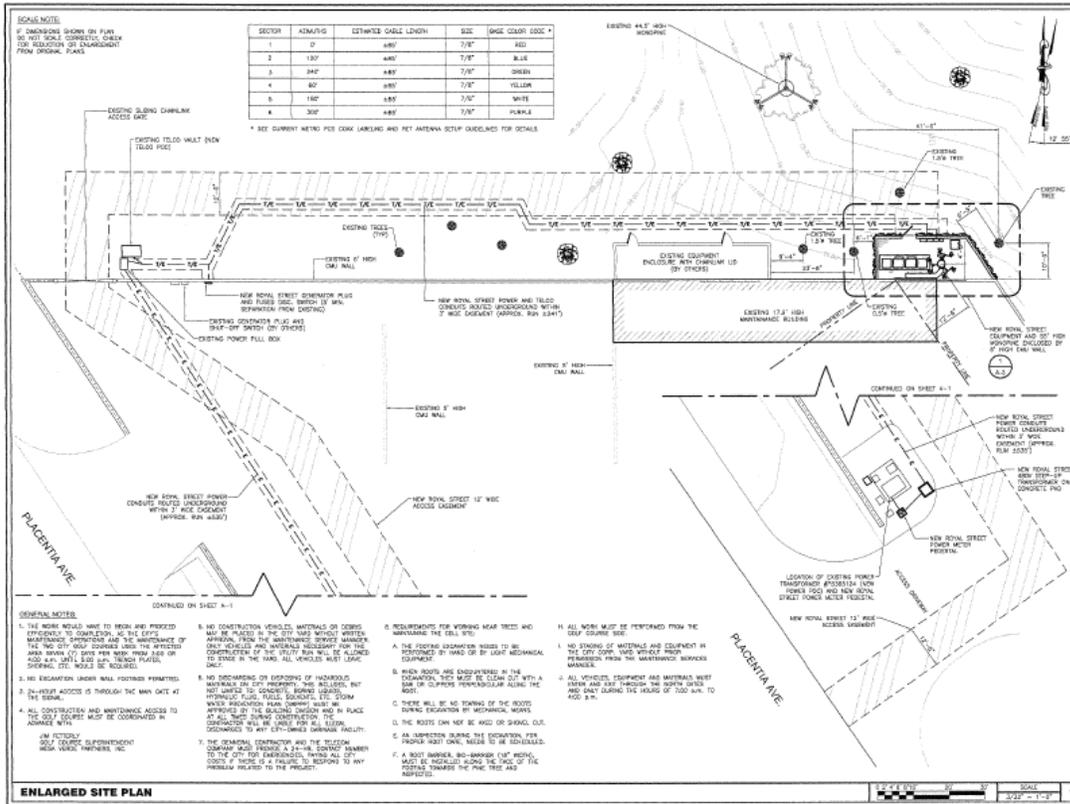
A PARCEL OF LAND LYING WITHIN LOT A OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT FILED IN ACTION NO. 6385 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, BEING AN ACTION FOR PARTITION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

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL G AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 53, PAGES 34 THROUGH 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, 489.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 32' 30" WEST, 280.00 FEET TO A POINT ON A LINE PARALLEL WITH SAID NORTH LINE; THENCE NORTH 89° 27' 30" EAST 310.91 FEET; THENCE SOUTH 0° 32' 30" EAST 280.00 FEET TO A POINT ON THE NORTH LINE OF FAIRVIEW FARMS AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89° 27' 30" WEST ALONG SAID NORTH LINE OF FAIRVIEW FARMS, 310.91 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERAL DEPOSITS, AS DEFINED BY SECTION 6407 OF THE PUBLIC RESOURCES CODE, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE LAND DESCRIBED AS EXHIBIT "B" AND RESERVED BY THE STATE OF CALIFORNIA IN A GRANT DEED RECORDED MARCH 19, 1980 IN BOOK 13540 PAGE 864 OF OFFICIAL RECORDS.

APN: 420-012-09

# Exhibit "B" The Premises



**Royal Street  
Communications  
California, LLC**  
2012 E. CHERRY BLVD. #400  
COSTA MESA, CA 92626

---

**PROJECT INFORMATION**

**GTP SITE # CA-5032  
LA-2741A  
MESA LINDA  
GOLF COURSE**  
170 GOLF COURSE DRIVE  
COSTA MESA, CA 92626

---

**CURRENT ISSUE DATE:**  
07/18/08

---

**ISSUED FOR:**  
100% CONSTRUCTION  
DRAWING

---

**REV. DATE**      **DESCRIPTION**

A	12/20/07	SEE CONSTRUCTION	200
B	12/28/07	CONSTRUCTION	201
C	01/18/08	REVERSE POWER	202
D		PLAN	

---

**PLANS PREPARED BY:**  
**PDC**  
1328 SHELTON ST., SUITE 200  
POMONA, CA 92404  
PHONE: (909) 866-1008  
FAX: (909) 866-1027

---

**CONSULTANT:**  
GTP

---

**DRAWN BY:** CHM      **APV:** JMS

---

**CHECKER:** JMS

---

**REGISTERED PROFESSIONAL ENGINEER**  
No. C020216  
EXP. 6-30-10  
STATE OF CALIFORNIA

---

**SHEET TITLE:**  
**ENLARGED  
SITE PLAN**

---

**SHEET NUMBER:**  
**A-2**

**Exhibit "C"**  
**Technical Requirements for Third Party Co-location**