

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**APPROVE A LEASE AGREEMENT WITH
VERIZON WIRELESS FOR AN EXISTING
CELLULAR ANTENNA TOWER AT THE
SANTA ANA STADIUM FOR \$28,800 PER
YEAR WITH A 3% ANNUAL INCREASE FOR
THE PERIOD NOVEMBER 1, 2020 TO
OCTOBER 31, 2030 WITH THREE, FIVE-
YEAR RENEWAL OPTIONS
(NON-GENERAL FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute a lease agreement with Verizon Wireless for an existing cellular antenna tower at the Santa Ana Stadium for \$28,800 per year with a 3% annual increase for the period November 1, 2020 to October 31, 2030 with three, five-year renewal options, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City of Santa Ana has held a lease agreement with Verizon Wireless at the Santa Ana Stadium since January 1, 2000. However, this lease expired on December 31, 2019. During the period of negotiations, Verizon continued to pay the monthly lease rate. Since the expiration of the lease agreement, the City has reviewed proposals submitted by Verizon Wireless to continue placement of the existing cellular antenna on the site. The City has provided counter offers and the two groups have come to agreeable terms. The annual lease amount will be increased from \$14,400 per year to \$28,800 per year and include a 3% annual increase, which was not included in the previous agreement. The term will be for 10 years, with three, five-year renewal options.

Revenue received from this cellular antenna site will be used for repairs and deferred maintenance matters at this location as similarly done with other cellular antenna locations at City parks.

FISCAL IMPACT

Funds will be deposited into the following account for the specified years:

Fiscal Year	Accounting Unit-Account #	Fund Description	Accounting Unit, Account Description	Amount
FY 20-21	05113002-57363	Capital Outlay Fund	Miscellaneous Revenue, Cell Tower Lease Agreement	\$19,200 (8 Months)

Approve a Lease agreement with Verizon Wireless

November 17, 2020

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FY 21-22 and future years	05113002-57363	Capital Outlay Fund	Miscellaneous Revenue, Cell Tower Lease Agreement	\$28,800 with a 3% increase each term year
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Funds will be appropriated for repairs and deferred maintenance during the City's yearly budgetary process.

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Lisa Rudloff, Executive Director – Parks, Recreation, and Community Services Agency

Exhibit: 1. Lease Agreement

**LAND LEASE AGREEMENT BETWEEN
CITY OF SANTA ANA AND LOS ANGELES SMSA LIMITED PARTNERSHIP, D/B/A
VERIZON WIRELESS**

This Land Lease Agreement ("Agreement"), made as of the last signature date below for identification purposes only ("Effective Date"), is entered into by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, hereinafter designated as "LESSOR" and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by and through its general partner AirTouch Cellular Inc., having a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate (Site: Courthouse SA), hereinafter designated "LESSEE". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties".

RECITALS

A. LESSOR and LESSEE entered into a Lease for the Property as defined in Section 1 and Exhibit A to this Agreement for ten (10) years with two (2) additional five-year optional extension periods with an effective date of January 1, 2000. All extension periods were exercised by the Parties and said Lease expires January 1, 2020 and thereafter operated month-to-month (hereinafter referred to as "Prior Lease").

B. The Parties wish to renew the lease for a portion of the Property for the purposes of LESSEE'S operation of a wireless facility upon the Property subject to certain negotiated changes to said Prior Lease.

C. Accordingly, the Parties agree to renew the lease for the Property pursuant to the conditions set forth herein.

1. PREMISES. LESSOR is the owner of that certain real property located at 602 North Flower Street Santa Ana, CA 92702, commonly known as the Eddie West Stadium. LESSOR hereby leases to LESSEE a portion of the Stadium property (hereinafter referred to as "the Property" and a legal description of the Property is attached hereto as Exhibit "A") being described as parcels measuring 316.86 square feet for LESSEE's equipment area and 472.02 square feet for LESSEE's tower, and additional space required for cable runs to connect LESSEE's equipment and antennas and the utility points of connection, together with the non-exclusive right for ingress and egress from and to the nearest public right-of-way, seven (7) days a week, twenty-four (24) hours a day, subject to any restrictions stated herein, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or within the Property to the demised premises, said demised premises and access and utilities paths (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey along with detailed site plans shall, upon review and approval of LESSOR, then become Exhibit "C" which shall be attached hereto and made a part

hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Costs incurred by LESSEE for such work shall be borne by LESSEE.

3. TERM. This Agreement shall be effective as of the Effective Date; provided, however, the initial term shall be for ten (10) years ("Initial Term") and shall commence, and the Prior Lease shall be deemed terminated, as of October 31, 2020. Upon termination of the Prior Lease, the Prior Lease shall become null and void and the Parties shall have no further obligations under the Prior Lease. Renewal terms are set forth below in Section 5. The Parties ratify and re-affirm the terms of the Prior Lease as of January 1, 2020 until October 31, 2020.

4. RENT.

- a. Rental payments will be due in an annual rental amount of Twenty-Eight Thousand Eight Hundred Dollars (\$28,800.00) ("Rent") to be paid in equal monthly installments of Two Thousand Four Hundred Dollars (\$2,400.00) per month on or before the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rent shall commence on November 1, 2020, provided the Parties acknowledge and agree that the initial payments of the Rent may not be delivered by LESSEE until at least 90 days after the Effective Date. If Rent is not paid within ten (10) days after the due date and provided LESSOR has complied with all applicable notice and cure provisions herein, LESSEE agrees to pay a late charge equal to Ten Percent (10%) of the then-current monthly Rent. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by LESSOR in the event of the late payment of Rent. Rental amounts attributable to partial months shall be prorated on a daily basis. The Parties acknowledge and agree that, notwithstanding the termination of the Prior Lease and the commencement of this Agreement, LESSEE may continue to make, and LESSOR may continue to receive, rental and other payments pursuant to the Prior Lease. In such event, any rental or other payments made pursuant to the Prior Lease after its termination shall be applied and credited against the Rent and any other payments due under this Agreement.
- b. Rental payments are subject to an annual increase of three (3) percent effective on November 1st of each year.

5. EXTENSIONS. The Agreement may be extended for up to three (3) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the terms and conditions as set forth herein as follows:

- a. Six (6) months prior to the expiration of the Initial Term, if LESSOR, in its reasonable discretion determines that LESSEE's continued tenancy is not in conformity with LESSOR's intended use of the Property, LESSOR shall provide written notice to LESSEE that the Agreement will not be extended.

b. Thereafter, each subsequent renewal shall be subject to the following procedure: if LESSEE determines that it desires to extend the term, LESSEE shall provide written notice six (6) months prior to the end of the then-current term. Within sixty (60) days of receipt of LESSEE's notice, LESSOR shall determine whether such extension is in LESSOR's best interest and, if not in LESSOR's interest, LESSOR shall deny such extension request.

If LESSOR does not respond within sixty (60) days, the Agreement is deemed renewed for an additional Renewal Term. If neither Party provides notice as set forth above, the Agreement shall continue on a month-to-month basis.

6. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or local authorities. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action, which would adversely affect that status of the Property with respect to the proposed use by LESSEE.

In the event that any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by the governmental authority, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

7. ROUTINE MAINTENANCE AND REPAIRS. LESSEE maintains the right to perform routine maintenance, repairs, additions, replacements and upgrades without LESSOR approval when no changes to the exterior appearance of LESSEE Facilities previously approved pursuant to the Prior Lease are made.

8. USE/MAINTENANCE. LESSEE may use the Premises for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of communication signals on various frequencies and the construction, maintenance, and operation of related communications facilities. Accordingly, LESSEE shall have the right to maintain, repair, and operate on the Premises communications facilities, including but not limited to, frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, frequency transmitting and receiving antennas and supporting structures and improvements ("LESSEE's Facilities"). Subject to Section 7 above, all new improvements shall be at LESSEE's sole expense and the installation of all new improvements shall be at the discretion and option of LESSEE, with LESSOR approval, which approval shall not be unreasonably withheld, delayed or conditioned. Said approval shall be obtained from LESSOR prior to commencement of any alterations, modifications or improvements by LESSEE submitting architectural and engineering drawings ("Plans") as determined necessary by LESSOR or applicable law or City building specifications for any alterations, modifications or improvements that propose any changes to the exterior of LESSEE'S Facilities. LESSEE agrees that any alteration, maintenance, modifications or

improvements of LESSEE's Facilities shall be effected with all reasonable diligence and precaution to avoid damage to the land, property or personnel. LESSEE may replace, substitute, upgrade and expand its equipment, cables and antennas which comprise LESSEE's Facilities for the purpose of repairing or upgrading the Communications capabilities of LESSEE's Facilities, without LESSOR approval but with notice to LESSOR, so long as the equipment, cables or antennas remain within the original physical parameters of the Premises. LESSEE shall not make any substantive physical and/or aesthetic changes to the Premises without the prior approval of LESSOR which shall not be unreasonably withheld conditioned or delayed. Notwithstanding the foregoing, LESSOR shall not be entitled to receive any additional consideration in exchange for giving its approval of any of the foregoing. LESSEE shall be responsible for the cost of any and all damage to the Property including but not limited to concrete and/or asphalt, buildings and/or appurtenances to the extent caused by LESSEE. LESSOR at its discretion may require LESSEE to repair and or replace said damages or contract for said services and bill LESSEE. The cost of said repairs can be subtracted from any deposits retained by LESSOR. LESSEE shall have the right to install any warning signs on or about the Premises required by federal, state or local law.

LESSEE's Facilities shall be maintained in a manner and with materials that are consistent with the approved Plans for the project. The materials actually used must match up with the proposed materials and artistic renderings pursuant to development approvals under the Prior Lease or the approved Plans. LESSOR shall provide LESSEE, LESSEE's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to LESSEE. LESSOR represents and warrants that it has full rights of ingress to and egress from the Property, and hereby grants such rights to LESSEE to the extent required to maintain and operate LESSEE's Facilities on the Premises, and to remove them therefrom. LESSOR shall, at its sole expense, maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access to the Premises by LESSOR. Except in cases of emergency, LESSEE agrees to provide twenty-four (24) hours notice to LESSOR before any installation, maintenance, replacement or repair is to take place on the Premises. In the event that maintenance is required, such as the repainting of LESSEE's Facilities, such maintenance must be completed by LESSEE within thirty (30) days after LESSEE's receipt of LESSOR's written notice unless the nature of the maintenance, replacement or repair is of such a nature that greater than thirty (30) days may be needed to complete such work, in which event LESSOR hereby grants to LESSEE such additional time as may be reasonably necessary to complete the work.

All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall maintain its power and/or communications cable in separate conduits. LESSEE shall provide a separate power supply and obtain a separate meter from Southern California Edison for all of its respective electrical equipment, and shall be responsible for payment of any electrical or other utility charges directly to Southern California Edison. To the extent reasonably possible, all utility conduits shall be buried underground (the Parties recognize and agree, however, that an above ground meter pedestal will be required by Southern California Edison) and placed so as to reasonably minimize visual impacts and to avoid interference with any of LESSOR's maintenance procedures and requirements, vehicle rights of way, and safe use of public rights of way and the Property.

9. INDEMNIFICATION.

a. **LESSEE's Indemnity.** LESSEE shall indemnify, defend and hold LESSOR, its officers, employees, successors and assigns harmless from and against any and all loss, cost, claim, liability ("Claims") occurring on the Property and arising out of or connected with the negligence or willful misconduct of LESSEE, its officers, agents, employees, or contractors except for Claims arising out of (i) the negligence or willful misconduct of LESSOR, its officers, agents, employees, successors, assigns, or contractors; (ii) violation of law by LESSOR, its officers, agents, employees, or contractors; (iii) the breach or any duty or obligation by LESSOR under this Agreement; or (iv) any condition relating to the Premises which LESSEE has no obligation to repair or maintain.

b. **LESSOR's Indemnity.** LESSOR shall indemnify, defend and hold LESSEE, its officers, employees, successors and assigns harmless from and against any and all Claims occurring on the Property and arising out of or connected with the negligence or willful misconduct of LESSOR, its officers, agents, employees, or contractors, including, but not limited to City Business as defined in Section 15 below, except for Claims arising out of (i) the negligence or willful misconduct of LESSEE, its officers, agents, employees, or contractors; (ii) violation of law by LESSEE, its officers, agents, employees, or contractors; (iii) the breach of any duty or obligation by LESSEE under this Agreement; or (iv) any condition relating to the Premises which LESSOR has no obligation repair or maintain.

c. Neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data or interruption or loss of use of service, even it advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. Lessee shall maintain Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form or its substantial equivalent including products/completed operations and contractual liability, with limits of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate for covered claims arising out of this Agreement. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall provide or be endorsed to the effect it will:

i. Include the City of Santa Ana and its employees, representatives, and officers (collectively hereinafter "City and City Personnel") as additional insureds as their interest may appear under this Agreement for claims arising out of this Agreement.

ii. Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City as regards Lessee operations.

c. Automobile Liability Insurance with a limit of liability of \$1,000,000 combined single limit covering all "owned," "hired" and "non-owned" vehicles. Such insurance shall be endorsed to the effect it will:

i. Include the City of Santa Ana and its employees, representatives, and officers as additional insureds as their interest may appear under this Agreement for claims arising out of this Agreement.

d. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Lessee providing any service in the performance of this agreement. Such insurance shall be endorsed to:

i. Waive the insurer's right of Subrogation against the City and City Personnel.

11. INTERFERENCE. LESSEE's Facilities shall not disturb the communications configurations, equipment, and frequency, which exist on the Property as of the effective date of the Prior Lease ("Pre-Existing Communications") as long as the Pre-Existing Communications operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, or public safety communication operations, as may be upgraded periodically, and LESSEE's Facilities shall comply with all applicable non-interference rules of the Federal Communications Commission ("FCC"). LESSOR shall not use, or permit the use of, any portion of the Property in any way, which interferes with LESSEE's use of the Premises or encroaches upon the Premises. In addition to any other rights LESSEE may have hereunder, LESSEE shall have the right to bring legal action to enjoin such interference against the party causing any alleged interference and/or immediately terminate this Agreement. Notwithstanding the foregoing, Pre-Existing Communications operating in the same manner as on the date this Agreement is fully executed shall not be deemed interference. LESSOR shall require any future tenants, assignees, licensees, or occupants using any portion of the Property for the operation of mobile/wireless or communications facilities to comply with the provisions of this Section and shall obtain LESSEE's written consent prior to allowing such use of the Property, which such consent shall not be unreasonably withheld, conditioned, or delayed, provided that LESSEE's consent may be withheld if interference with LESSEE's transmissions, receptions, operations, or use, of frequency will result due to such use, whether or not such interference is with LESSEE's frequencies or otherwise. The City Manager shall reasonably determine whether consent is unreasonably withheld and may require LESSEE to consent subject to the above conditions.

In the event of any interference with LESSOR's public safety communications operations, LESSEE shall have twenty-four (24) hours after receipt of notice to cure the

interference. If LESSEE fails to do so, LESSOR has the right to require that LESSEE cease operating LESSEE's Facilities causing such interference (except for intermittent testing to determine the source of the interference) until LESSEE is able to recommence operations without causing such interference. If LESSEE's Facilities interfere with LESSOR's public safety communications operations during an emergency, LESSOR may require that LESSEE immediately cease operating LESSEE's Facilities and if LESSEE fails to do so, LESSOR has the right to shut down the electricity supply to LESSEE's Facilities. LESSEE shall reimburse LESSOR for any actual, reasonable costs that LESSOR incurs to cure any interference with LESSOR's public safety communications operations caused by LESSEE's Facilities.

In general, Pre-Existing Communications expressly excluded, the Parties agree that another communications facility within one hundred thirty feet (130') of LESSEE's Facilities or another communications facility operating in the 700 MHz to 2500 MHz frequency range will most likely cause interference and, accordingly, LESSOR will not allow such future uses within this distance or in such frequencies from LESSEE's location without the prior written consent of LESSEE. LESSEE acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises and a one hundred thirty foot (130') radius from the Premises) and LESSEE agrees to reasonably cooperate with LESSOR and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL UPON TERMINATION. LESSEE, upon expiration or earlier termination of the Agreement, shall, within ninety (90) days, remove all of LESSEE's fixtures and all personal property and otherwise restore the Premises substantially to its original condition, at LESSEE's sole expense, reasonable wear and tear, and casualty excepted. Underground conduits, foundations and equipment/storage buildings may remain at LESSOR's option. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises past the aforementioned ninety (90) day period after the expiration or earlier termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Antenna support structure and all utilities cabling and wiring shall remain at LESSOR's option.

13. RECORDING. If requested by LESSEE, LESSOR agrees promptly to execute and deliver to LESSEE a recordable Memorandum of Land Lease Agreement in the form of the attached Exhibit "D". LESSEE agrees to execute and record a quitclaim deed or other instrument evidencing the termination of LESSEE's interest in the Property within thirty (30) days following LESSEE's receipt of written notice delivered by LESSOR to LESSEE after the expiration or termination of this Agreement.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of LESSEE in and to such right-of-way. 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 Agreement shall not be disturbed, so long as LESSEE is not then in default beyond any applicable cure period under this Agreement.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises, provided however, that LESSOR shall have the right and privilege to conduct City Business on the Property, as necessary. "City Business" shall include, but not be limited to the following: minor maintenance, minor landscaping, minor construction, concessionaires, and City sponsored events, located near the Premise, so long as the City Business does not interfere with or impair the operation of LESSEE's Facilities or LESSEE's access to the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by LESSEE as set forth above.

17. NO LIENS. LESSEE will not permit any mechanics' or materialmen's liens on the Property for any labor or material furnished to LESSEE in connection with work performed. LESSEE shall have the right to contest the validity, nature, or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and have the lien released at its own expense. If LESSEE desires to contest any such lien, then prior to commencing such contest, it will post a bond, where necessary, to release the lien.

18. MISCELLANEOUS LESSEE RESPONSIBILITIES.

a. Maximum Permissible Exposure. LESSEE shall comply with all present and future laws, orders and regulations relating to Maximum Permissible Exposure ("MPE") and other related health issues directly applicable to its operation of LESSEE's Facilities, as well as the American National Standards Institute ("ANSI") standards to the extent that such ANSI standards are fully consistent with such laws, orders and regulations. Without limiting the provisions of LESSEE's indemnity contained herein, LESSEE, on behalf of itself and its successors and assigns, shall indemnify LESSOR from and against all claims of personal injuries due to violation of MPE to the extent such personal injuries are actually and solely caused by the violation of MPE by LESSEE's Facilities on the Premises and not in combination with any other source.

b. LESSEE shall maintain LESSEE's Facilities and shall make all repairs to the Premises necessitated to keep the Premises safe. LESSOR may require LESSEE to make

repairs to and/or replace damaged equipment of LESSEE's Facilities and/or any parts thereto regardless of fault (including but not limited to damage caused by vandalism or acts of god not later than three (3) weeks after said damage is reported to LESSEE, except for damage caused by LESSOR. This time period may be extended with written authorization from the City Manager. In the event such authorization is not given and repairs are not made within such three (3) weeks, LESSOR may cause such repairs to be made including making said repairs and/or hiring a consultant to make said repairs. LESSOR may charge LESSEE for the reasonable cost of said services. Damage to the Premises caused by graffiti shall be removed within ten (10) days after notification of the graffiti to LESSEE by LESSOR. If said graffiti is not removed within the ten (10) day period, City may remove said graffiti and bill LESSEE for the cost of services.

c. LESSEE shall pay all personal property taxes assessed directly against its equipment and all increases in LESSOR's real property taxes or assessments directly attributable to installation of LESSEE's equipment or LESSEE's use of the Premises, within sixty (60) days after receipt of satisfactory documentation indicating calculation of LESSEE's share of such real estate taxes and proof of payment provided that such amounts are in fact due within said sixty (60) day period. LESSEE has the right to challenge any unreasonable tax assessment.

d. LESSOR grants LESSEE the right to obtain utilities for the operation of LESSEE's Facilities. LESSEE shall be responsible directly to the serving entities for any and all utilities required by LESSEE for its use of the Premises. LESSOR shall cooperate with LESSEE in its efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

e. LESSEE shall have the right to replace or repair its equipment or any portion thereof during the Term of this Agreement. LESSEE will maintain the Premises in a good condition, reasonable wear and tear excepted.

19. EMERGENCY USE OF SITE. LESSEE shall make available to the police, fire and emergency services of the City of Santa Ana, space on its communications tower at no cost to LESSEE or said City entities, provided LESSEE's antenna structure can accommodate LESSOR's proposed equipment, which determination shall be made by LESSEE in its sole but good faith discretion. The City of Santa Ana is responsible for maintaining its own equipment. The space to be made available will not create interference with LESSEE's communications operations. As to any future subleases, their respective installations will be permitted only at such locations that will not cause interference with LESSEE or LESSOR and the City's operations. The City entities will be afforded 24-hour access to its equipment at the Property. City shall be responsible for the cost of any and all damage to the Premises or LESSEE's Facilities to the extent caused by City. In addition, the City will be provided "power backup" by LESSEE, if available at the Premises.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or

unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW AND CHOICE OF VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California, and the Parties agree that any action arising from or relating to any obligation under this Agreement shall be commenced and pursued in either (1) the Superior Court of the State of California, County of Orange, or, (2) so long as all other prerequisites for federal court jurisdiction are satisfied, the United States District Court, Central District of California.

22. ASSIGNMENT AND CO-LOCATION.

a. LESSEE will not assign or transfer this Agreement without the prior written consent of LESSOR, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, that LESSEE shall have the right to assign its rights under this Agreement without LESSOR's consent, to any of LESSEE's (i) partners, parents, subsidiaries, affiliates, or successor legal entities, (ii) 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 of majority of LESSEE's network assets in the geographic area where the Premises are located, or (iii) in connection with any financing, loan, security interest, pledge, or mortgage of LESSEE's property.

b. LESSEE acknowledges and agrees that the City policy is to provide for co-location on communication tower facilities and will reasonably facilitate any co-location subject to the conditions outlined in Section 11 (INTERFERENCE) above at no cost to LESSEE. LESSEE further agrees that LESSOR shall retain ownership of any further lease rights with respect to space for additional communication facilities on the Property, other than the Premises which is already leased to LESSEE. Any future carriers or co-locator shall enter into a separate ground lease agreement with the City.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if received by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Santa Ana
Clerk of the Council
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702

COPY: City of Santa Ana - Office of the City Attorney
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702

LESSEE: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate (Site: Courthouse SA)

Notice shall be effective upon mailing or delivering the same via commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest ("Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, ("Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods.

26. ATTORNEYS' FEES. The prevailing party in any legal action or lawsuit arising hereunder shall be entitled to its reasonable attorneys' fees and court costs as determined by an appropriate court of law, including appeals, if any.

27. DEFAULT. In the event there is a default by either Party with respect to any of the provisions of this Agreement or its obligations under it, or the conditional use permit (if any), and/or any applicable local, state or federal laws or regulations, or the payment of the Rent, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting Party shall have such extended period as may be commercially reasonably required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting Party commences the cure within such thirty (30) day period following a written notice of default and thereafter continuously and diligently pursues the cure to completion. The non-defaulting Party may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the same within the time periods provided in this Paragraph. Delay in curing a default will be excused if due to an event of force majeure.

28. REMEDIES. Upon an uncured default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of insurance required to be maintained by LESSEE under this Agreement. The costs and expenses of any such performance by the non-faulting Party shall be due and payable by the defaulting Party within thirty (30) days following receipt of such party of a written invoice therefor accompanied by reasonable substantiation of any such costs incurred. In the event of an uncured default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such uncured default, the non-defaulting Party may terminate this Agreement. In the event of an uncured default the non-defaulting Party shall have the right to pursue an action for specific performance (including the payment of rent) and for the recovery of actual damages. No consequential damages, punitive damages, treble damages, and/or lost profits, or other financial recovery shall be available to either Party.

29. ENVIRONMENTAL.

a. LESSEE shall not bring any Hazardous Materials onto the Premises/Property, except for those contained in its back-up power batteries and common materials used in telecommunications operations. "Hazardous Materials" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, including petroleum and asbestos. LESSEE will treat and dispose of any Hazardous Materials brought onto the Premises/Property by it in accordance with all federal state and local laws and regulations.

b. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of LESSEE.

c. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (including but not limited to payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

d. In the event LESSEE becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in LESSEE's determination, renders the condition of the Premises or Property unsuitable for LESSEE's use, or if LESSEE believes that the leasing or continued leasing of the Premises would expose LESSEE to undue risks of liability to a government agency or third party, LESSEE will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to LESSOR.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within sixty (60) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not commenced the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon twenty (20) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If LESSEE decides not to terminate this Agreement Rent shall be abated proportionally to the reduction of use.

31. CONDEMNATION. In the event of any condemnation of the Premises, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses, and any other amount recoverable by LESSEE under condemnation law (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

32. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties.

33. APPLICABLE LAWS. LESSEE shall use the Premises for the use described herein in accordance with applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with LESSEE regarding any compliance required by LESSEE in respect to its use of the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination, or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. PROPERTY SPECIFIC ACCESS RULES/REGULATIONS. LESSEE agrees to abide by all rules and regulations of the Property and Premises imposed by LESSOR as set forth in Exhibit "E," attached hereto, as the same may be changed from time to time upon reasonable notice to LESSEE and as adopted and applied in a uniform and non-discriminatory manner, and otherwise in accordance with applicable law, rules and regulations. These rules and regulations are specific to the LESSEE's Facilities and are imposed to insure the proper maintenance, good order and reasonable use of the Premises and Property and as may be necessary for the enjoyment of the Premises and Property by both parties hereto. Notwithstanding the foregoing, in the event of a conflict between such rules and regulations and this Agreement, the Agreement shall control.

37. POWERING DOWN DURING MAINTENANCE/REPAIR. LESSEE agrees that during all maintenance on LESSEE's Facilities, while following the procedures and guidelines set forth by the Occupational Safety and Health Administration (OSHA) and the FCC implementing the National Environmental Policy Act of 1969, when continuing transmission is deemed unsafe for maintenance personnel (based upon standards promulgated by a governmental authority having jurisdiction over LESSEE) due to radiation, the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. The earliest practicable notice will be given to LESSEE using the information in Exhibit "E," as applicable.

38. TERMINATION.

A. **Compelled Termination:** If, during the Agreement term, there is a determination made pursuant to an unappealable order of a county, state, or national governmental health agency having proper jurisdiction over LESSEE's operations that LESSEE's use of the Premises poses a human health hazard which cannot be remedied and that LESSEE must cease all operations on the Premises, then LESSEE shall immediately cease all operations on the Premises and this Agreement shall terminate as of the date of such order. In the event the FCC, or any successor agency, makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that LESSEE's use as set forth in this Agreement presents a material risk to the public health or safety and that LESSEE must cease all operations on the Premises, LESSOR may terminate this Agreement upon fourteen (14) days notice to LESSEE.

B. **Termination by LESSEE:** Without limiting LESSEE's other termination rights hereunder, LESSEE may terminate this Agreement by notice to LESSOR if (i) LESSEE does not obtain all permits, consents, easements, non-disturbance agreements or other approvals (collectively "approval") reasonably desired by LESSEE or required from any governmental authority or any third party related to or reasonably necessary to operate, maintain, replace, or remove LESSEE's Facilities, or if any such approval is canceled, expires or is withdrawn or terminated without any fault of LESSEE, or (ii) LESSOR fails to have proper ownership of the Property or the authority to enter into this

Agreement, or (iii) LESSOR fails to cure a default pursuant to Section 27; or (iv) for any reason or no reason at all after providing notice to LESSOR of the termination one (1) year in advance of the termination date. Upon termination, all prepaid Rent shall be retained by LESSOR, unless termination is pursuant to (ii) through (iii) above as the result of LESSOR's default.

C. Termination by LESSOR: LESSOR may terminate this Agreement if LESSEE fails to perform any of its obligations pursuant to this Agreement (including all attached Exhibits/Attachments) after giving written notice to LESSEE and reasonable time to cure as set forth in Section 27 above.

39. MISCELLANEOUS PROVISIONS.

A. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and each party shall indemnify the other fully including reasonable costs and attorney's fees, for any injuries or damages incurred in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

B. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement to be effective as of the last date written below.

ATTEST:

"LESSOR"
CITY OF SANTA ANA

By: _____
Daisy Gomez
Clerk of the Council

By: _____
Kristine Ridge
City Manager
Date: _____

APPROVED AS TO FORM:

"LESSEE"

SONIA R. CARVALHO
City Attorney

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: Laura A. Rossini
Laura A. Rossini
Acting Chief Assistant City Attorney

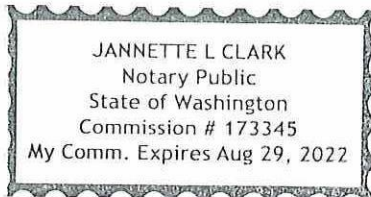
By: AirTouch Cellular Inc.
Its: General Partner

By: [Signature]
Name: James A. Waters
Title: Exec Dir - Network
Date: 11/2/20

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of November, 2020, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director Network Field Engineering of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of WA,
residing at Kirkland
My appointment expires: 8/29/2022
Print Name Jannette L Clark

EXHIBIT “A”

Property

Exhibit A

LEGAL DESCRIPTION FOR EASEMENTS PURPOSES

In the City of Santa Ana, County of Orange, State of California, being those portions of Julian Chaves Allotment, in the Southwest Quarter of Section 12, Township 5 South, Range 10 West, as per map of partition of the Rancho Santiago de Santa Ana, recorded September 12, 1868 in Book "B", page 410 of Judgments of the District Court of the 17th Judicial District in Los Angeles, California, described as follows:

Commencing at the centerline intersection of Flower Street and Sixth Street as said intersection is shown on Record of Survey 95-1031, filed in Book 149, pages 49 and 50, of Records of Survey, in the Office of the Recorder of Orange County;

Thence North 0° 34' 59" East, 139.48 feet along said centerline of Flower Street to point hereinafter referred to as "Point A";

Parcel A (Easement A)

Commencing at said "Point A";

Thence North 89° 25' 01" West, 150.93 feet to the **Point of Beginning**;

Thence North 0° 34' 59" East, 20.75 feet;

Thence North 89° 25' 01" West, 22.75 feet;

Thence South 0° 34' 59" West, 20.75 feet;

Thence South 89° 25' 01" East, 22.75 feet to the **Point of Beginning**.

Parcel B (Easement B)

Commencing at said "Point A";

Thence North 0° 34' 59" East, 42.16 feet along said centerline of Flower Street;

Thence North 89° 25' 01" West, 120.45 feet to the **Point of Beginning**;

Thence North 0° 34' 59" East, 21.83 feet;

Thence North 89° 25' 01" West, 15.58 feet;

Thence South 0° 34' 59" West, 21.83 feet;

Thence South 89° 25' 01" East, 15.58 feet to the **Point of Beginning**.

Containing 812.0 square feet more or less.

Subject to all Covenants, Conditions, Reservations, Restrictions, Rights of Way and Easements of record, if any.

The bearing used for Flower Street is North 0° 34' 59" East, per Record of Survey 95-1031, filed in Book 149, pages 49 and 50, of Records of Survey, in the Office of the Orange County Recorders.

All as shown on Exhibit B, attached hereto and by this reference made a part hereof.

Prepared by me, or under my direction on 5/28/20.

John M. Gonzales

John M. Gonzales, PLS 9065



EXHIBIT "B"

PLAT TO ACCOMPANY EASEMENTS LEGAL DESCRIPTIONS

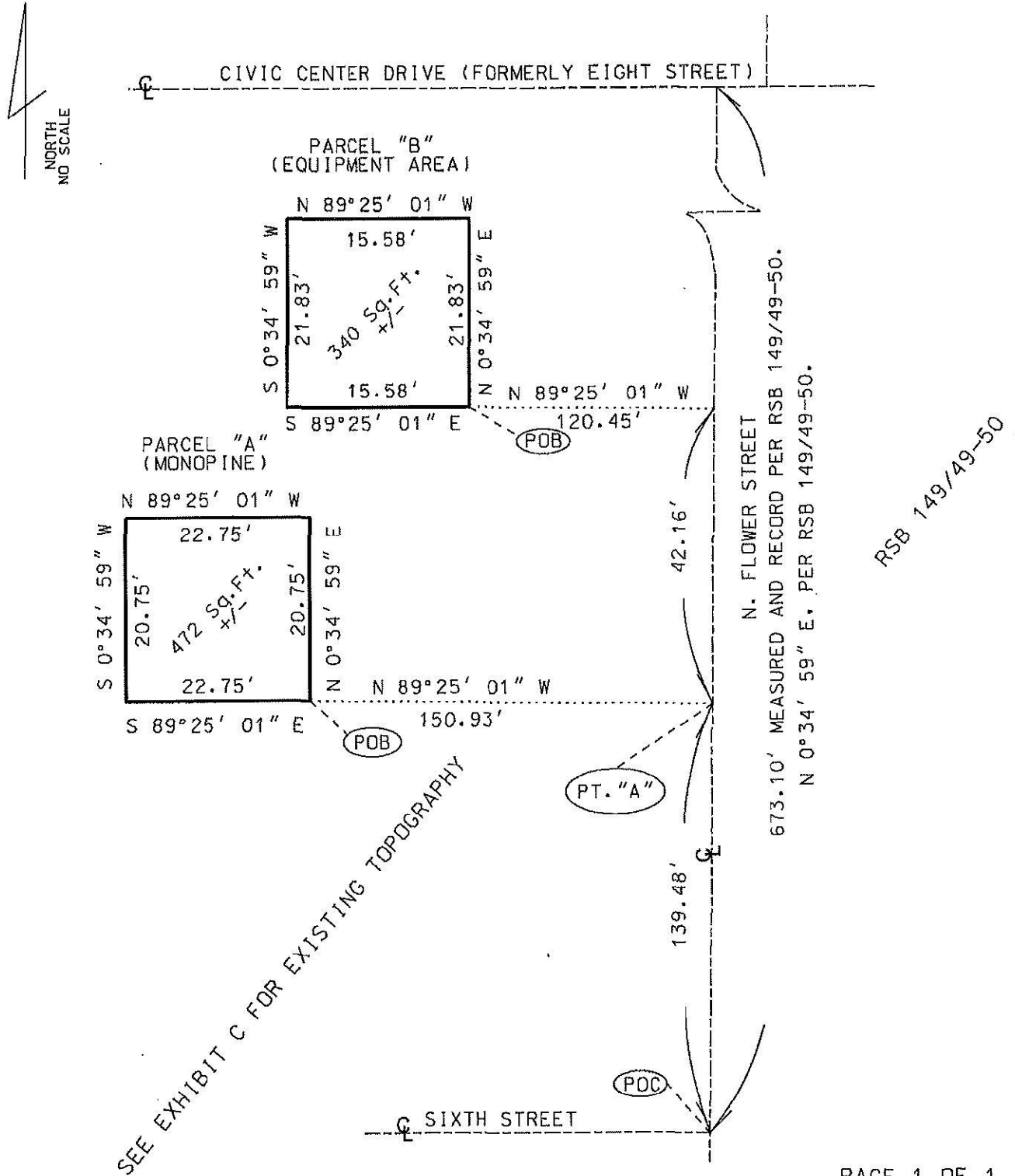


EXHIBIT C (TOPOGRAPHY)

SKETCH TO ACCOMPANY EASEMENT LEGAL DESCRIPTION

(FOR REFERENCE ONLY)

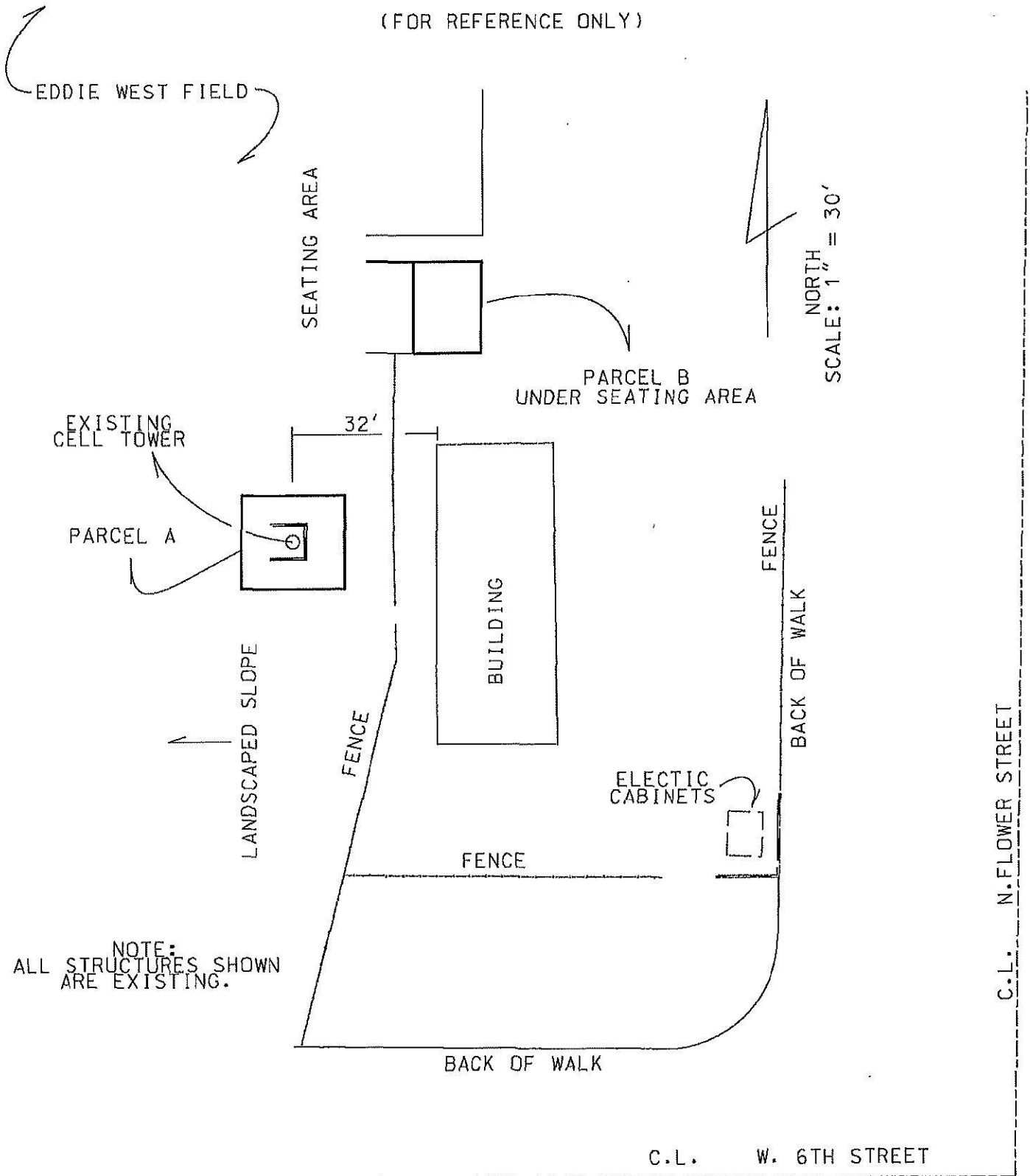


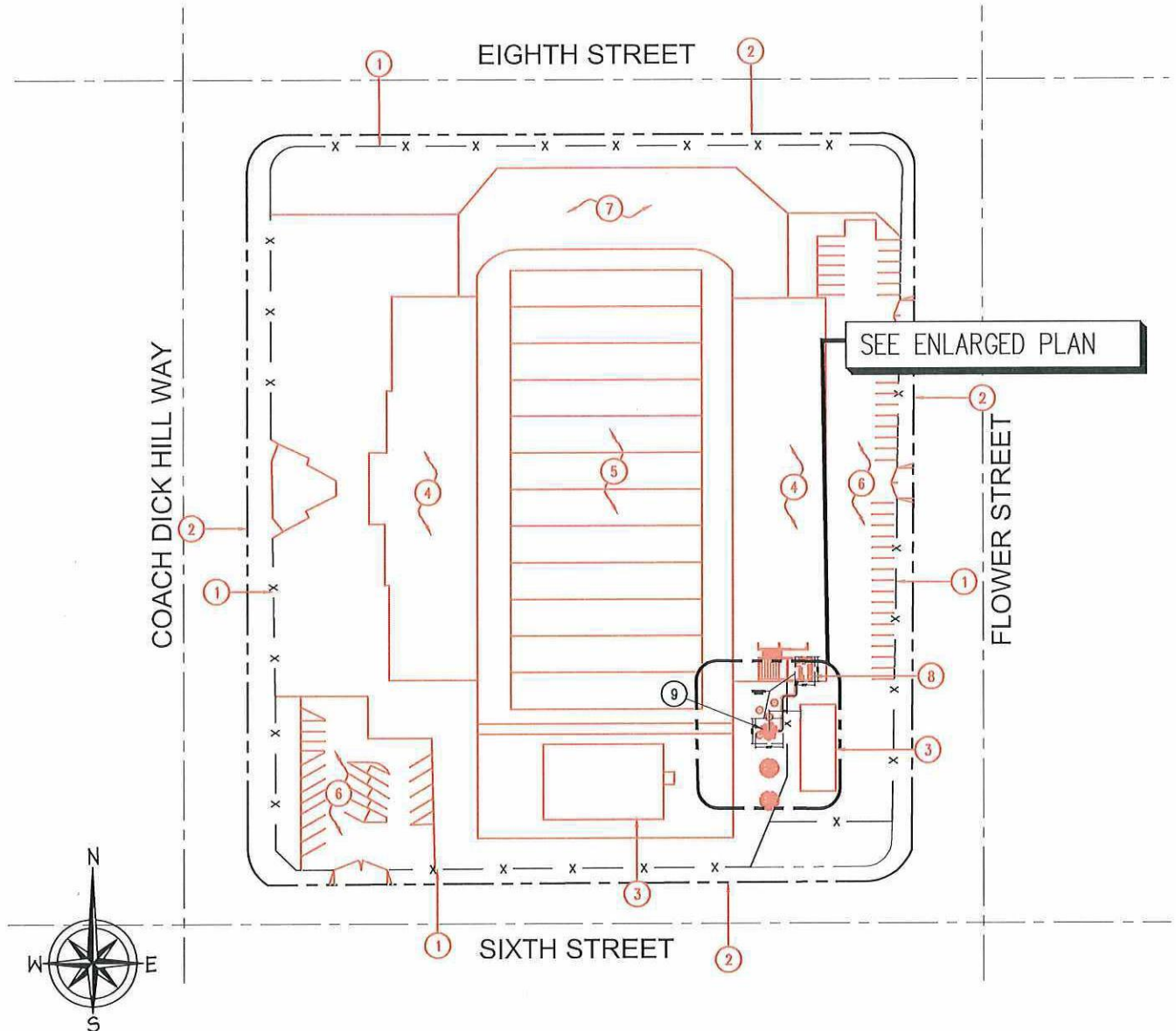
EXHIBIT “B”

Premises

See attached.

NOTES:

- ① EXISTING CHAINLINK FENCE.
- ② PROPERTY LINE.
- ③ EXISTING BUILDING.
- ④ EXISTING BLEACHER.
- ⑤ EXISTING FOOTBALL FIELD.
- ⑥ EXISTING PARKING AREA.
- ⑦ EXISTING LANDSCAPE AREA.
- ⑧ EXISTING LESSEE EQUIPMENT AREA.
- ⑨ PROPOSED LESSEE AREA OF IMPROVEMENT.



10590 WEST OCEAN
DRIVE SUITE 300
SAN DIEGO, CA 92130
TEL: 858-799-7850

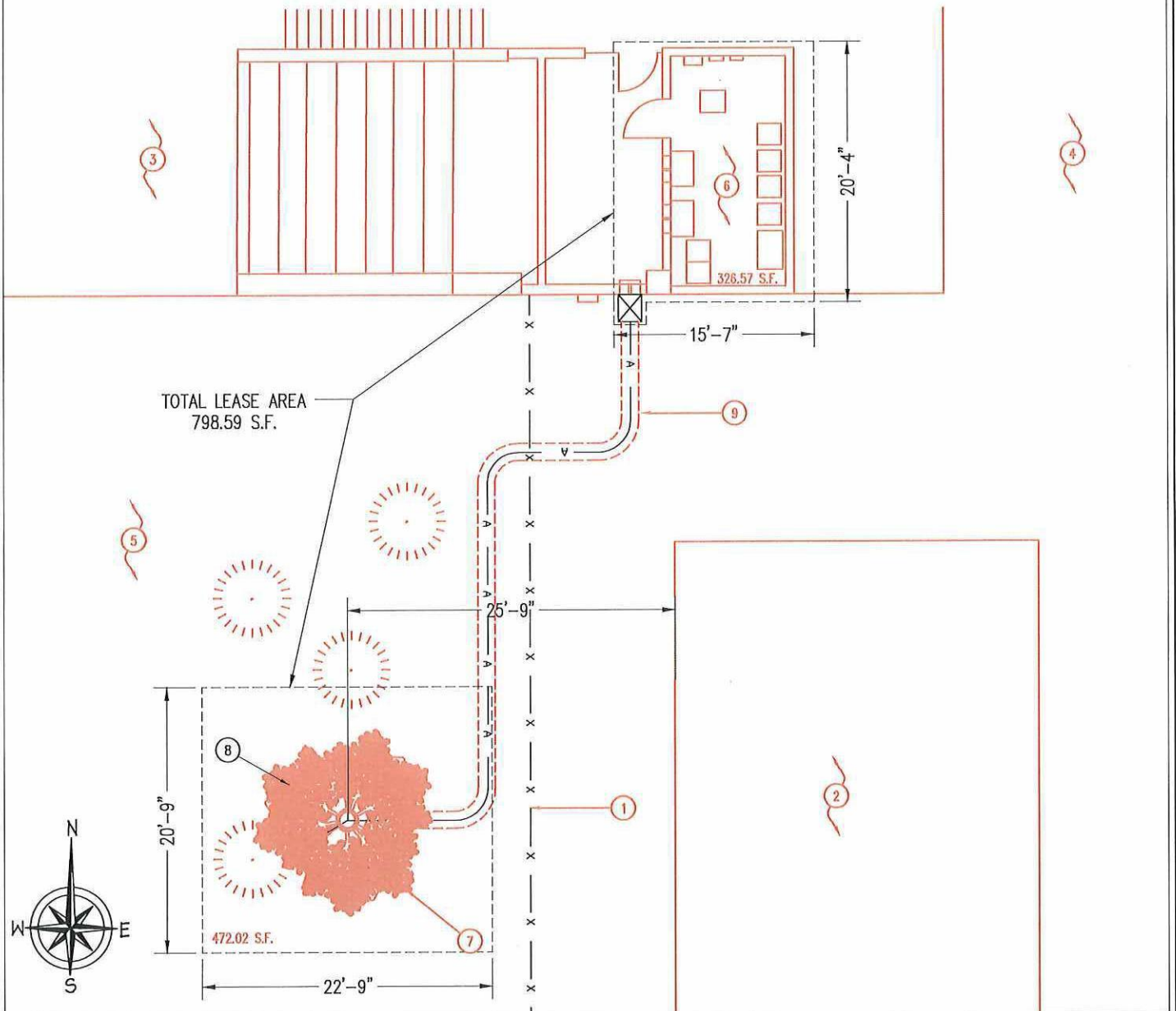
SITE: SANTA ANA COURTHOUSE GEN)		PLAN: SITE PLAN	
SITE ADDRESS: 602 NORTH FLOWER STREET SANTA ANA, CA 92702		SITE ACQUISITION SPECIALIST: PLANCOM - JONATHAN HO (626) 374-7176	
DATE: 03-21-19	SCALE: N.T.S.	PAGES: PAGE 1 OF 2	REV: 0

LEASE EXHIBIT

25A-25

NOTES:

- ① EXISTING CHAINLINK FENCE.
- ② EXISTING BUILDING.
- ③ EXISTING BLEACHER.
- ④ EXISTING PARKING AREA.
- ⑤ EXISTING LANDSCAPE AREA.
- ⑥ EXISTING LESSEE EQUIPMENT AREA.
- ⑦ EXISTING LESSEE WIRELESS 60'-0" MONOPINE.
- ⑧ PROPOSED LESSEE AREA OF IMPROVEMENT.
- ⑨ EXISTING LESSEE NON-EXCLUSIVE UNDERGROUND EASEMENT.



10590 WEST OCEAN
DRIVE SUITE 300
SAN DIEGO, CA 92130
TEL: 858-799-7850

SITE: SANTA ANA COURTHOUSE GEN)		PLAN: SITE PLAN	
SITE ADDRESS: 602 NORTH FLOWER STREET SANTA ANA, CA 92702		SITE ACQUISITION SPECIALIST: PLANCOM - JONATHAN HO (626) 374-7176	
DATE: 03-21-19	SCALE: N.T.S.	PAGES: PAGE 2 OF 2	REV: 0

LEASE EXHIBIT

25A-26

EXHIBIT “C”

Survey

EXHIBIT “D”

Memorandum of Land Lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Calvin Y. Shin, Esq.
Re: Courthouse SA

MEMORANDUM OF LAND LEASE AGREEMENT

Assessor Parcel Number: 405-191-01

THIS MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") is made and entered into on as of the last signature date below by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, hereinafter "LESSOR" and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by and through its general partner AirTouch Cellular Inc., hereinafter designated "LESSEE."

LESSOR hereby leases to LESSEE for a term of ten (10) years, commencing on November 1, 2020, with three (3) five year optional extensions, on the terms and conditions set forth in the Land Lease Agreement ("Agreement") by and between the parties hereto dated as of the last signature date thereon, all the terms and conditions of which are made a part of this Memorandum as though fully set forth herein, the Premises (as defined in the Agreement), in the County of Orange, State of California, located at 602 North Flower Street Santa Ana, CA 92702, and as legally described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year last written below.

“LESSOR”

CITY OF SANTA ANA

By: _____

Kristine Ridge

City Manager

Date: _____

“LESSEE”

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular Inc.

Its: General Partner

By: 

Name: JAMES A. WAIN

Title: Exec Dir - Network

Date: 11/2/20

LESSOR NOTARY 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 _____)

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 name(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 _____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSOR NOTARY ACKNOWLEDGMENT

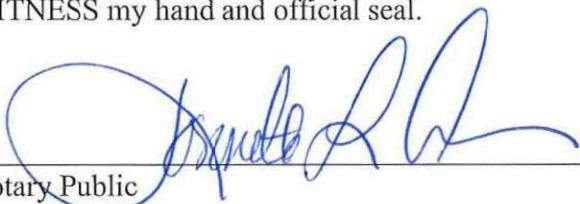
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Washington)
COUNTY OF King)

On November 2nd 2022, before me, _____,
Jannette L. Clark, Notary Public, personally appeared
James A. WALSH, Executive Director - Network who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Washington
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

(Seal)

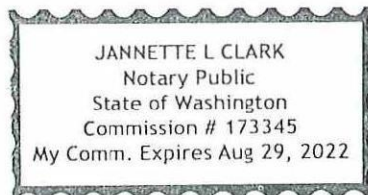


Exhibit A

LEGAL DESCRIPTION FOR EASEMENTS PURPOSES

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Commencing at the centerline intersection of Flower Street and Sixth Street as said intersection is shown on Record of Survey 95-1031, filed in Book 149, pages 49 and 50, of Records of Survey, in the Office of the Recorder of Orange County;

Thence North 0° 34' 59" East, 139.48 feet along said centerline of Flower Street to point hereinafter referred to as "Point A";

Parcel A (Easement A)

Commencing at said "Point A";

Thence North 89° 25' 01" West, 150.93 feet to the **Point of Beginning**;

Thence North 0° 34' 59" East, 20.75 feet;

Thence North 89° 25' 01" West, 22.75 feet;

Thence South 0° 34' 59" West, 20.75 feet;

Thence South 89° 25' 01" East, 22.75 feet to the **Point of Beginning**.

Parcel B (Easement B)

Commencing at said "Point A";

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Thence North 89° 25' 01" West, 120.45 feet to the **Point of Beginning**;

Thence North 0° 34' 59" East, 21.83 feet;

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The bearing used for Flower Street is North 0° 34' 59" East, per Record of Survey 95-1031, filed in Book 149, pages 49 and 50, of Records of Survey, in the Office of the Orange County Recorders.

All as shown on Exhibit B, attached hereto and by this reference made a part hereof.

Prepared by me, or under my direction on 5/28/20.

John M. Gonzales

John M. Gonzales, PLS 9065



EXHIBIT "B"

PLAT TO ACCOMPANY EASEMENTS LEGAL DESCRIPTIONS

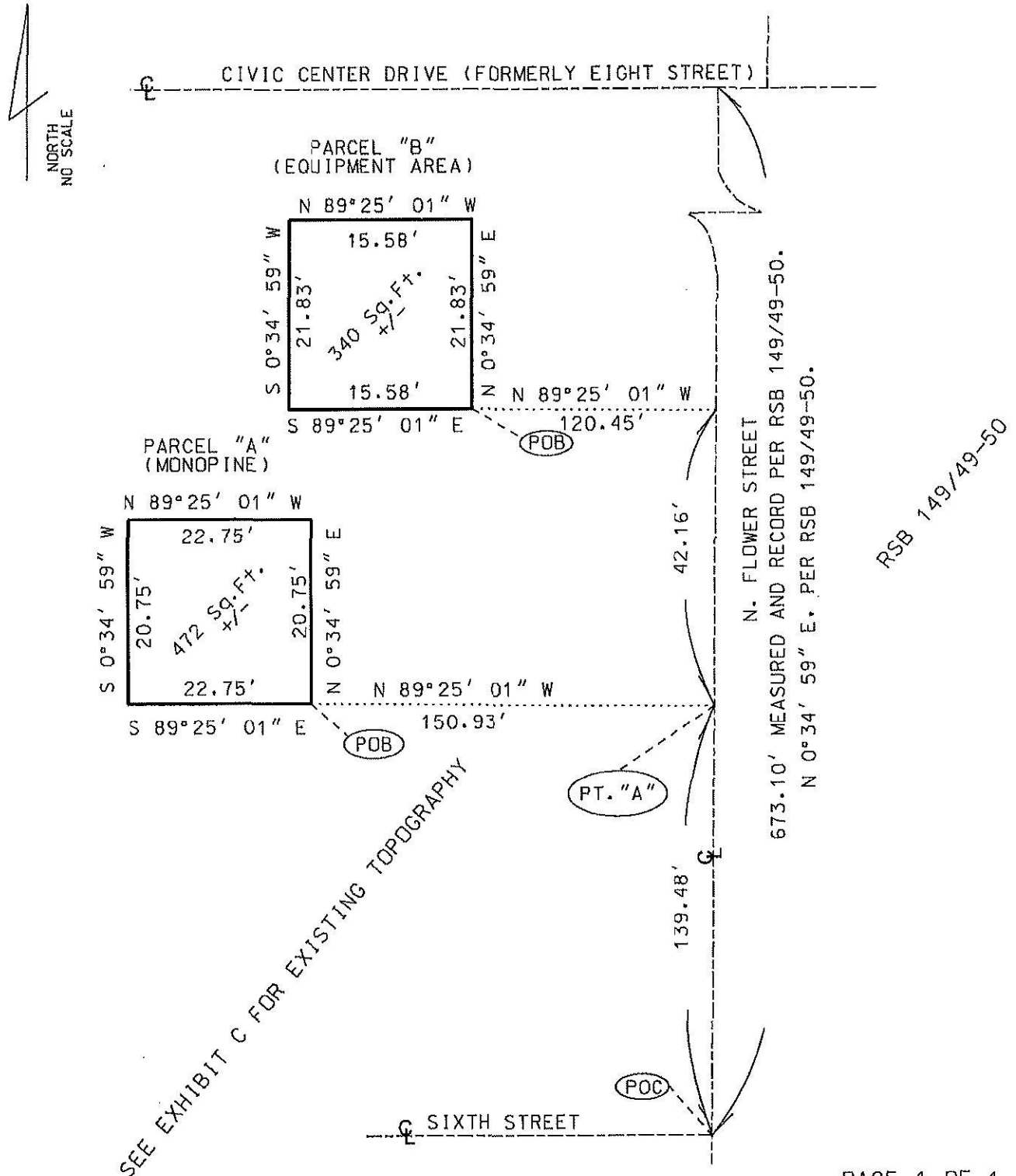


EXHIBIT C (TOPOGRAPHY)

SKETCH TO ACCOMPANY EASEMENT LEGAL DESCRIPTION

(FOR REFERENCE ONLY)

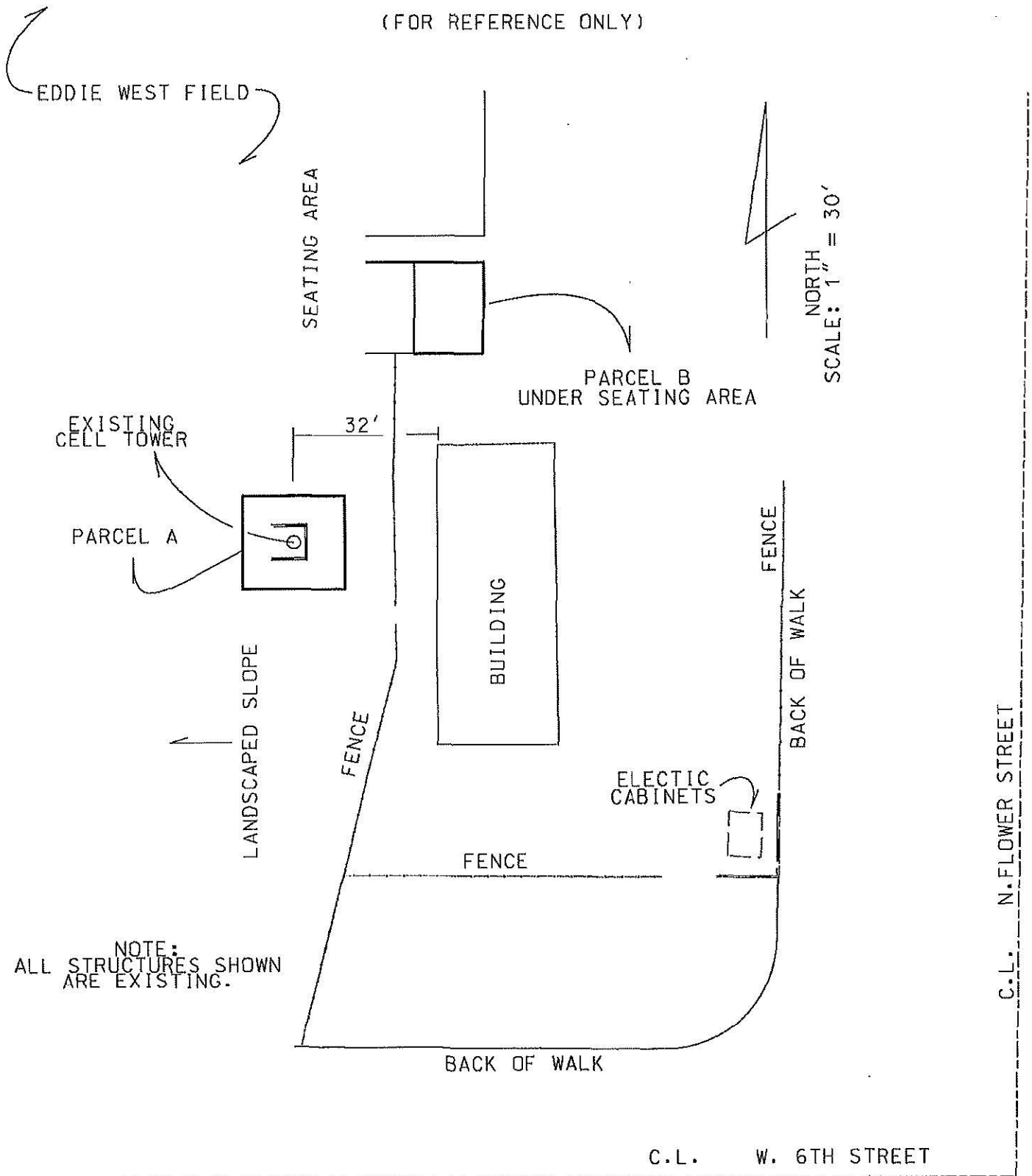


EXHIBIT “E”

Rules and Regulations



Planning and Building Agency
 Planning Division
 20 Civic Center Plaza
 P.O. Box 1988 (M-20)
 Santa Ana, CA 92702
 (714) 647-5804
www.santa-ana.org

WIRELESS COMMUNICATION FACILITIES

Sec. 41-198. Wireless communication facilities--Purpose. The purpose of these regulations and guidelines is to regulate the establishment of all wireless communication facilities to protect the public safety, general welfare, and quality of life of Santa Ana citizens. The city council has found and determined that these regulations and guidelines for wireless communication facilities are necessary to attain these goals. These regulations are intended to amend applicable provisions of this section, pertaining to communications facilities, Chapter 41 of this Code, and any other applicable provisions contained within this Code.

Sec. 41-198.1. Same--Definitions. Unless otherwise stated, the following definitions pertain to sections 41-198 through 41-198.14:

Antenna means a device used in communications which transmits or receives radio signals.

Antenna, panel means an antenna or array of antennae that are flat and rectangular and designed to concentrate a radio signal in a particular area. Also referred to as directional antennae.

Antenna, whip means an antenna that transmits signals in three hundred sixty (360) degrees. They are typically cylindrical in shape and are less than six (6) inches in diameter and measure up to eighteen (18) feet in height. Also called omnidirectional, stick, or pipe antennas.

Building mounted means mounted to the side of a building or to another structure such as a water tank, billboard, church steeple, freestanding sign, etc.

California Public Utilities Commission (CPUC) means the governmental agency which regulates the terms and conditions of public utilities in the State of California.

Cell site means a geographical area that contains both transmitting and receiving antennae.

Cellular means an analog or digital wireless communication technology that is based on a system of interconnected neighboring cell sites, each of which contains antennae.

Certificate of public convenience and necessity means a certificate issued by the California Public Utilities Commission.

Co-location means the locating of wireless communications equipment from more than one (1) provider on a single building mounted, roof mounted, or ground mounted or wireless communication facility.

Electromagnetic field means the local electric and magnetic fields caused by voltage and the flow of electricity that envelop the space surrounding an electrical conductor.

Enhanced specialized mobile radio means a digital wireless communication technology that specializes in providing dispatching services.

Ground mounted means mounted to a pole, monopole, lattice tower, or other freestanding structure specifically constructed for the purpose of supporting such antenna.

Lattice tower means a structure with two (2) or more support legs that supports a variety of antennae. These towers generally range in height from sixty (60) to two hundred (200) feet and are constructed in areas where great height is needed, microwave antennas are required, or where the weather demands a more structurally sound design.

Major wireless communication facility means a wireless communication facility that:

- (1) Is ground mounted; or
- (2) Is building or roof mounted and exceeds ten (10) feet in height.

Microcell means a wireless communication facility that:

- (1) Contains a maximum of four (4) whip and twelve (12) panel antennae. Each whip antenna does not exceed four (4) inches in diameter and four (4) feet in length. Each panel antenna does not exceed two (2) square feet in surface area.
- (2) Contains a maximum of one (1) microwave antennae no larger than ten (10) square feet in surface area.
- (3) Has an array of antennae less than ten (10) feet in height as measured from the base.
- (4) Is building or roof mounted.
- (5) Has a total height, if building or roof mounted, that does not exceed the maximum height permitted in the applicable zoning district in which the facility is located.

Minor wireless communication facility means a wireless communication facility that:

- (1) Consists of a microcell; or

(2) Is building or roof mounted and is less than ten (10) feet in height and does not exceed the maximum height permitted in the zoning district in which the facility is located.

(3) Is fully screened from view if roof mounted.

Monopole means a structure composed of a single spire used to support antennae and related equipment.

Mounted means attached or supported.

Multi-purpose tower means a structure that integrates a monopole into a light pole or other utility pole.

Personal communication services means a digital wireless communication technology that has the capacity for multiple communications services and will provide a system in which calls will be routed to individuals rather than places, regardless of location.

Private wireless communication facility means a wireless communication facility that has not been granted a certificate of public convenience and necessity by the CPUC.

Public wireless communication facility means a wireless communication facility that has been granted a certificate of public convenience and necessity by the CPUC.

Radiofrequency radiation means electromagnetic radiation in the portion of the spectrum from three (3) kilohertz to three hundred (300) gigahertz.

Roof mounted means mounted above the eave line of a building or on any portion of the roof area.

Stealth facility means any communications facility which is disguised to blend into the surrounding environment, typically one that is architecturally integrated into a building or other concealing structure. Also referred to as a concealed antenna.

Wireless communication facility means any public or private structure that supports antennae, microwave dishes, and other related equipment that sends and/or receives radiofrequency signals.

Sec. 41-198.2. Same--Applicability.

(a) All wireless communication facilities for which applications were approved and/or building permits issued by the planning and building agency on or prior to the adoption date of this section are subject to the provisions of the nonconforming buildings and uses section of Chapter 41 (sections 41-679 through 41-689).

- (b) All wireless communication facilities for which building permits have expired, and have not been renewed on or prior to the adoption date of this section, shall be required to comply with the regulations and guidelines contained within this article.

Sec. 41-198.3. Same--Permits required.

- (a) *Minor wireless facilities.* A land use certificate is required for each installation.
- (b) *Major wireless facilities.* A conditional use permit is required for each installation.
- (c) *Multiple wireless communication facilities.* A multiple wireless communication facility program shall be adopted for multiple installations of *minor wireless communication facilities on a single structure or building.* The minor wireless communication facility program shall be reviewed or specified for minor wireless facilities. Each individual installation of a minor wireless facility pursuant to a minor wireless communication facility program requires approval of an installation permit pursuant to the procedures for a land use certificate.
 - (1) No permit shall be issued for multiple installations of any wireless communication facility, except pursuant to an approved multiple wireless communication facility program in accordance with this article.
 - (2) A wireless communication facility program for existing multiple installations of minor wireless communication facilities that do not have an approved program shall be adopted prior to the issuance of any additional wireless communication permits for multiple installations. Said program shall follow the implied program or predominant pattern in use of the existing installations.

Sec. 41-198.4. Same--Improvement requirements. Site improvements required for major wireless facilities include:

- (1) Landscaping around the base of the facility, including vines, groundcover, and a twenty-four (24) inch box tree;
- (2) Decorative fencing such as wrought iron or block around the wireless facility;
- (3) A solid wall, with a minimum height of six (6) feet, between a wireless facility and all property lines which abut property zoned or used for residential purposes;

The following improvements may be required, as determined by the planning manager, or his or her designee:

- (4) One (1) parking space for the wireless facility use, if on-site parking is not available;
- (5) Repairing, repaving and restriping of a parking lot which is in poor condition as identified by the planning division;
- (6) The repainting of building(s) on a site; and
- (7) The construction of a new trash enclosure.

Sec. 41-198.5. Same--Development criteria.

(a) *Screening criteria and guidelines.*

- (1) Major wireless communication facilities shall be a stealth facility as defined in section 41-198.1.
- (2) All wireless communication facilities shall be located in areas that will minimize their aesthetic intrusion on the surrounding community. For building mounted facilities, all screening shall be compatible with the existing architecture, color, texture, and/or materials of the building.

(b) *Site selection order of preference.*

- (1) Wireless communication facilities shall be located in the following order of preference:
 - a. On existing structures such as buildings, communication towers, church steeples, and freestanding signs.
 - b. In locations where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening.
- (2) As part of the application process for major wireless communication facilities, the applicant shall be required to provide written documentation demonstrating a good faith effort in locating facilities in accordance with the site selection order of preference.

(c) *Other criteria and guidelines.*

- (1) Wireless communication facilities shall not bear any signs of advertising devices other than certification, warning, or other required seals or signage.

- (2) All accessory equipment associated with the operation of the wireless communication facility shall be located within a building, enclosure, or underground vault that complies with the development standards of the zoning district in which the accessory equipment is located.

Sec. 41-198.6. Same--Locational criteria for all wireless communication facilities. No wireless communication facility shall be established:

- (1) Within any property zoned or used for residential purposes; or
- (2) On property that contains any legally-established residential use.

Sec. 41-198.7. Same--Locational guidelines for all minor wireless communication facilities. Minor wireless communication facilities may be established on property within the city that is not zoned or used for residential uses.

Sec. 41-198.8. Same--Locational guidelines for all major wireless communication facilities. Providers requesting permission to establish major wireless communication facilities in the city are strongly encouraged to find sites that are separated from residential areas to the greatest extent feasible. No major wireless communication facility should be established within one hundred forty (140) feet of:

- (1) Any residential zone or land use district; and
- (2) Any legally-established residential use.

Sec. 41-198.9. Same--Height criteria for all major wireless communication facilities. No major wireless communication facility shall exceed sixty (60) feet in height from ground level as measured from the nearest street curb.

Sec. 41-198.10. Same--Requirement for conditional use permit. Each major wireless communication facility established in the city must first receive approval of a conditional use permit as established by section 41-198.3 of this Code.

Sec. 41-198.11. Same--Requirement for design review. Development review approval shall be required prior to the establishment of any major wireless communication facility in accordance with section 41-668 of this Code.

Sec. 41-198.12. Same--Private wireless communication facilities. Private wireless communication facilities shall be subject to the provisions of sections 41-198 through 41-198.14.

Sec. 41-198.13. Same--Conditional use permit expiration. Each major wireless communication facility approved pursuant to this article shall be approved for a period not to exceed five (5) years.

Sec. 41-198.14. Same--Abandonment. Lawfully erected wireless communication facilities that are abandoned shall be removed promptly from the premises, and no later than ninety (90) days after the discontinuation of use. A wireless

communication facility is considered abandoned if it no longer provides wireless communication service. Such removal shall be in accordance with proper health and safety requirements.

A written notice of the determination of abandonment shall be sent or delivered to the operator of the wireless communication facility. The operator shall have ninety (90) days to remove the facility or provide the planning division with evidence that the use has not been discontinued. The planning commission shall review all evidence and shall determine whether or not the facility is abandoned. All facilities not removed within the required ninety-day period shall be in violation of this Code and operators of the facility and the owners of the property shall be subject to penalties for violations under the enforcement and penalties provisions of this article.

Sec. 41-198.15. Same--Violations; penalties. Violations of sections 41-198 through 41-198.14 shall constitute a misdemeanor punishable by fine or imprisonment or both. Each day the violation continues is punishable as a separate offense pursuant to section 1-8 of this Code.

Sec. 41-198.16. Same--Severability. All of the provisions of sections 41-198 through 41-198.14 shall be construed together in order to accomplish the purpose of these regulations. If any provision of this part is held by a court to be invalid or unconstitutional, such invalidity or unconstitutionality shall apply only to the particular facts, or if a provision is declared to be invalid or unconstitutional as applied to all facts, all of the remaining provisions of sections 41-198 through 41-198.14 shall continue to be fully effective.