

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
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8051 Congress Avenue
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Parcel ID: 3150-024-900

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Second Amendment") is executed this _____ day of _____, 2022 ("Effective Date") by and between **THE CITY OF LANCASTER, a municipal corporation**, having an address at 44933 Fern Avenue, Lancaster, CA 95321-2461 ("Lessor") and **SBA STEEL LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487-1307 ("Lessee").

WHEREAS, Lessor and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground) dated August 17, 2004, as evidenced by that certain Memorandum of Agreement dated May 4, 2009 and recorded May 22, 2009, as Instrument Number 20090763227 (collectively, "Agreement") and ultimately assigned to Lessee, as evidenced by that certain Memorandum of Assignment dated April 18, 2013 and recorded April 21, 2014, as Instrument Number 20140401535; both recordings of the Official Records of Los Angeles County, California, as amended and assigned from time to time for Lessee's use of a portion of the real property ("Premises") located at 44910 N. 27th Street E., Lancaster, CA 93535 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 1. Premises**, of the Agreement is hereby amended as follows:

Lessor hereby leases to Lessee an additional one hundred (100) square feet of ground space ("Expanded Premises") for a total ground space of approximately seven hundred and six (706) square feet of ground space as described in **Exhibit "B"**. The Expanded Premises shall also be referred to as Premises unless otherwise specified. This legal description shall replace the existing legal description of the Premises for all purposes under the Agreement. Lessor and Lessee agree that the revised Premises legal description with access and utility easements may be substituted with a survey as soon as it becomes available.

2. The Premises as referenced in **Exhibit "B"** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit "B"** attached hereto and made a part hereof.
3. **Section 5. Rent**, of the Agreement is hereby amended to include **subsection (c)** as follows:

(c) As consideration for the Expanded Premises, Lessor shall receive an additional fifty percent (50%) monthly revenue sharing ("Revenue Share") beginning with the second (2nd) sublessee. Revenue Share shall only be effective for broadband telephony sublessees, including but not limited to, PCS providers such as AT&T, Verizon, and T-Mobile using the Expanded Premises. Notwithstanding the foregoing, all Revenue Share contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a sublessee on the Expanded Premises, the second (2nd) sublessee who collocated on the Expanded Premises will take the place of the first (1st) sublessee for purposes of being excluded from the Revenue Share provisions of this section. In no event shall any Revenue Share be paid if there are fewer than two (2) sublessees. The Revenue Share shall be due upon the commencement of any construction activities at the Expanded Premises by Lessee or any of Lessee's sublessees.

However, in the event that Lessee is unable to secure or maintain a sublease for the Expanded Premises, commencement of construction activities at the Expanded Premises by Lessee or any of lessee's sublessees does not occur, or if Lessee is unable to obtain or maintain, through no fault of Lessee, any license, permit, or other governmental approval necessary for the construction

and operation of the structures related to the use of the Expanded Premises, the aforementioned Revenue Share shall not be due and payable.

4. Capitalized terms not defined in this Second Amendment will have the meaning ascribed to such terms in the Agreement.
5. This Second Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
6. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence.
7. Lessor acknowledges that **Exhibit "A"** and **Exhibit "B"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute each exhibit with an accurate survey and legal descriptions of the Premises and re-record this Second Amendment with Lessor's written consent, which consent shall not be unreasonably withheld, condition, or delayed. Following such re-recording, the description of the Premises described therein shall serve as the descriptions for same for all purposes under the Agreement.
8. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Land and Lessor's interest under the Agreement and that consent or approval of no other person is necessary for Lessor to enter into this Second Amendment.
9. This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Second Amendment.
10. Lessee shall have the right to record this Second Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

WITNESSES:

LESSEE:

SBA Steel LLC, a Florida limited liability company

By: _____

Print Name:_____

Martin Aljovin

Vice President - Asset Optimization

Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2022, by Martin Aljovin, Vice President - Asset Optimization of SBA Steel LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

Notary Public

My Commission Expires_____

(NOTARY SEAL)

EXHIBIT "A"

Land

PARENT PARCEL DESCRIPTION (AS PROVIDED):

SITUATED IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 11 WEST, S.B.M., IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

TAX I.D. NUMBER: 3150-024-900

BEING THE SAME PROPERTY CONVEYED TO CITY OF LANCASTER, A MUNICIPAL CORPORATION, GRANTEE, FROM COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC, GRANTOR, BY QUITCLAIM DEED RECORDED 01/20/1981, AS INSTRUMENT NO. 81-69491 OF THE LOS ANGELES COUNTY RECORDS.

EXHIBIT "B"

Premises

ORIGINAL LEASE AREA #1 (AS SURVEYED):

Situated in the City of Lancaster, County of Los Angeles, State of California. Known as being a part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 11 West, S.B.M., and being a 36 square foot Original Lease Area #1 over and upon a parcel of land now or formerly conveyed to the City of Lancaster, a municipal corporation, as recorded in Instrument No. 81-69491 of Los Angeles County Records, and being more particularly described as follows:

COMMENCING at a spike and washer found (LS #7669) at the centerline intersection of 27th Street and Kettering Street, said point also being the NW Corner of said Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 11 West, S.B.M.;

Thence along said centerline of 27th Street, South 00°23'45" East a distance of 71.54 feet;

Thence leaving said centerline, North 89°36'15" East a distance of 558.05 feet to the POINT OF BEGINNING;

Thence North 21°46'06" East a distance of 6.00 feet;

Thence South 68°13'54" East a distance of 6.00 feet;

Thence South 21°46'06" West a distance of 6.00 feet;

Thence North 68°13'54" West a distance of 6.00 feet to the POINT OF BEGINNING.

The Original Lease Area #1 contains 0.001 acres, or 36 square feet, of land.

ORIGINAL LEASE AREA #2 (AS SURVEYED):

Situated in the City of Lancaster, County of Los Angeles, State of California. Known as being a part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 11 West, S.B.M., and being a 570 square foot Original Lease Area #2 over and upon a parcel of land now or formerly conveyed to the City of Lancaster, a municipal corporation, as recorded in Instrument No. 81-69491 of Los Angeles County Records, and being more particularly described as follows:

COMMENCING at a spike and washer found (LS #7669) at the centerline intersection of 27th Street and Kettering Street, said point also being the NW Corner of said Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 11 West, S.B.M.;

Thence along said centerline of 27th Street, South 00°23'45" East a distance of 123.88 feet;

Thence leaving said centerline, North 89°36'15" East a distance of 652.17 feet to the POINT OF BEGINNING;

Thence North 39°46'52" East a distance of 15.00 feet;

Thence South 50°13'08" East a distance of 38.00 feet;

Thence South 39°46'52" West a distance of 15.00 feet;

Thence North 50°13'08" West a distance of 38.00 feet to the POINT OF BEGINNING.

The Original Lease Area #2 contains 0.013 acres, or 570 square feet, of land.

LEASE EXPANSION AREA (AS SURVEYED):

Situated in the City of Lancaster, County of Los Angeles, State of California. Known as being a part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 11 West, S.B.M., and being a 100 square foot Lease Expansion Area over and upon a parcel of land now or formerly conveyed to the City of Lancaster, a municipal corporation, as recorded in Instrument No. 81-69491 of Los Angeles County Records, and being more particularly described as follows:

COMMENCING at a spike and washer found (LS #7669) at the centerline intersection of 27th Street and Kettering Street, said point also being the NW Corner of said Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 11 West, S.B.M.;

Thence along said centerline of 27th Street, South 00°23'45" East a distance of 123.88 feet;

Thence leaving said centerline, North 89°36'15" East a distance of 652.17 feet;

Thence North 55°14'41" West a distance of 9.98 feet to the POINT OF BEGINNING;

Thence North 56°18'46" West a distance of 10.00 feet;

Thence North 33°41'14" East a distance of 10.00 feet;

Thence South 56°18'46" East a distance of 10.00 feet;

Thence South 33°41'14" West a distance of 10.00 feet to the POINT OF BEGINNING.

The Lease Expansion Area contains 0.002 acres, or 100 square feet, of land.

VARIABLE WIDTH NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Lancaster, County of Los Angeles, State of California. Known as being a part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 11 West, S.B.M., and being a 24,107 square foot Variable Width Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to the City of Lancaster, a municipal corporation, as recorded in Instrument No. 81-69491 of Los Angeles County Records, and being more particularly described as follows:

COMMENCING at a spike and washer found (LS #7669) at the centerline intersection of 27th Street and Kettering Street, said point also being the NW Corner of said Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 11 West, S.B.M.;

Thence along said centerline of 27th Street, South 00°23'45" East a distance of 559.15 feet;

Thence leaving said centerline, North 89°36'15" East a distance of 20.00 feet to a point on the easterly right-of-way of said 27th Street and the POINT OF BEGINNING;

Thence leaving said easterly right-of-way, North 89°36'15" East a distance of 37.02 feet;

Thence along the arc of a curve to the right, said curve having a radius of 40.00 feet, an arc length of 63.03 feet, and a chord bearing of South 45°32'10" East, a distance of 56.71 feet;

Thence South 00°23'45" East a distance of 8.19 feet;

Thence along the arc of a curve to the left, said curve having a radius of 20.00 feet, an arc length of 31.63 feet, and a chord bearing of South 45°41'49" East, a distance of 28.43 feet;

Thence North 89°00'08" East a distance of 576.03 feet;

Thence along the arc of a curve to the left, said curve having a radius of 20.00 feet, an arc length of 31.21 feet, and a chord bearing of North 44°18'11" East, a distance of 28.14 feet;

Thence North 00°23'45" West a distance of 157.36 feet;

Thence North 40°03'18" East a distance of 97.70 feet;

Thence North 14°43'33" West a distance of 174.41 feet;

Thence North 34°09'35" West a distance of 76.58 feet;

Thence North 50°13'08" West a distance of 38.00 feet;

Thence South 39°46'52" West a distance of 15.00 feet;

Thence North 55°14'41" West a distance of 9.98 feet;

Thence North 33°41'14" East a distance of 10.00 feet;

Thence North 56°18'46" West a distance of 10.00 feet;

Thence North 69°00'21" West a distance of 83.47 feet;

Thence North 21°46'06" East a distance of 8.00 feet;

Thence South 69°00'21" East a distance of 119.24 feet;

Thence South 50°13'08" East a distance of 28.77 feet;

Thence South 34°09'35" East a distance of 80.83 feet;

Thence South 14°43'33" East a distance of 182.68 feet;

Thence South 40°03'18" West a distance of 87.16 feet;

Thence South 00°23'45" East a distance of 162.32 feet;

Thence along the arc of a curve to the right, said curve having a radius of 40.00 feet, an arc length of 62.41 feet, and a chord bearing of South 44°18'11" West, a distance of 56.27 feet;
Thence South 89°00'08" West a distance of 576.03 feet;
Thence along the arc of a curve to the right, said curve having a radius of 40.00 feet, an arc length of 63.25 feet, and a chord bearing of North 45°41'49" West, a distance of 56.86 feet;
Thence North 00°23'45" West a distance of 8.19 feet;
Thence along the arc of a curve to the left, said curve having a radius of 20.00 feet, an arc length of 31.55 feet, and a chord bearing of North 45°35'38" West, a distance of 28.38 feet;
Thence South 89°36'15" West a distance of 37.08 feet to a point on said easterly right-of-way of 27th Street;
Thence along said easterly right-of-way, North 00°23'45" West a distance of 20.00 feet to the POINT OF BEGINNING.

The Variable Width Non-Exclusive Access & Utility Easement contains 0.553 acres, or 24,107 square feet, of land.

20' WIDE NON-EXCLUSIVE ACCESS EASEMENT (AS SURVEYED)

Situated in the City of Lancaster, County of Los Angeles, State of California. Known as being a part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 11 West, S.B.M., and being a 2,380 square foot 20' Wide Non-Exclusive Access Easement over and upon a parcel of land now or formerly conveyed to the City of Lancaster, a municipal corporation, as recorded in Instrument No. 81-69491 of Los Angeles County Records, and being more particularly described as follows:

COMMENCING at a spike and washer found (LS #7669) at the centerline intersection of 27th Street and Kettering Street, said point also being the NW Corner of said Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 11 West, S.B.M.;

Thence along said centerline of Kettering Street, North 89°06'50" East a distance of 670.99 feet to the POINT OF BEGINNING;

Thence continuing along said centerline, North 89°06'50" East a distance of 20.00 feet;

Thence leaving said centerline, South 00°23'45" East a distance of 127.04 feet;

Thence North 50°13'08" West a distance of 17.43 feet;

Thence North 69°00'21" West a distance of 7.18 feet;

Thence North 00°23'45" West a distance of 113.01 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Access Easement contains 0.055 acres, or 2,380 square feet, of land.