



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: December 17, 2019

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Landmark Infrastructure Holding Company, a Delaware limited liability company ("Grantee")

**\*Project Title/Description:**

Purchase and Sale of Telecom Easement and Assignment of Agreement (File E-0105)

**\*Purpose:**

Pima County has previously entered into four Right of Way Use licenses with New Cingular Wireless PCS, LLC (the "Licenses") for wireless communications facilities located at 4100 N. Harrison Rd., 3220 W. Ina Rd., 2902 W. Paseo de las Aves, and the SE Corner of West Valencia Rd. and Wade Rd. (the "Cell Sites"). The Licenses will expire on 9/23/2020. The combined annual revenue for the Licenses is \$32,281. Landmark Infrastructure Holding Company LLC was the successful bidder at the Auction to purchase a communications easement with a 50 year term over the Cell Sites (the "Communications Easement") for the appraised value of the Cell Sites, on October 8, 2019.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**\*Program Goals/Predicted Outcomes:**

To sell a communications easement with a 50 year term over the four Cell Sites, at appraised value.

**\*Public Benefit:**

Telecommunications provider to continue providing cell service to the public

**\*Metrics Available to Measure Performance:**

Public Auction of 4 Cell Sites sold at appraised value of \$485,500.00

**\*Retroactive:**

No.

Procure Dept 11/27/19 AM 10:59

*To: COB - 12-3-19  
vcl. - 1  
pgs - 33  
(1)*

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 20\*083

Effective Date: 12/17/2019 Termination Date: 12/17/2069 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 485,500.00

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

**If Yes, is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified?  Yes  No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number?  Yes  No

*If Yes, attach the required form per Administrative Procedure 22-10.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

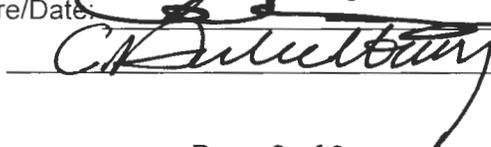
\*Funding Source: \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Aaron Mergenthal

Department: Real Property Services Telephone: 724-6854

Department Director Signature/Date:  11/25/2019

Deputy County Administrator Signature/Date:  11/24/19

County Administrator Signature/Date: 11/26/19  
*(Required for Board Agenda/Addendum Items)*

This number must appear on all correspondence and documents pertaining to this contract

PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT ("**Agreement**") dated December 17th, 2019, Grantor and Grantee have executed this Agreement (the "**Effective Date**") by and between **PIMA COUNTY**, a political subdivision of the State of Arizona ("**Grantor**") and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**");

1. **PURCHASE AND SALE OF EASEMENT AND ASSIGNMENT OF TELECOM AGREEMENTS.**

Grantor owns certain real properties, in Pima County, State of Arizona, as more fully described in the legal descriptions attached hereto as Property ("**Property**") Exhibits A1, A2, A3, and A4 (collectively the "**Properties**"). The Properties do not include any utility poles owned by a third-party utility company. Grantor hereby grants and conveys to Grantee an exclusive easement for the Term (as defined below) of this Agreement, in, to, under and over a portion or portions of the Properties as more fully described in Exhibits B1(A1), Exhibit B2(A2), Exhibit B3(A3), and Exhibit B4(A4) attached hereto (the "**Telecom Easements**") for the telecommunications-related activities set forth in the Existing Telecom Agreement(s), as defined herein. Grantor hereby sells, transfers and assigns to Grantee all of Grantor's right, title and interest in and to those certain lease(s) or license(s) copies of which are attached hereto as Exhibit C (the "**Existing Telecom Agreements**"); provided however, Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement(s), associated with fee ownership including but not limited to maintenance of the properties, access, non-interference, and cooperation, except to the extent any such Existing Telecom Agreement(s) requires Grantee to assume such obligations as lessor or licensor, in which case, the parties hereto shall be jointly and severally liable for the faithful performance and discharge of such obligations. Grantee may not enter into any agreements where the term extends beyond the Term of this Agreement without the consent of Grantor.

2. **PURCHASE PRICE.** On or about the Effective Date, Grantee shall pay to Grantor a one-time, lump-sum payment in an amount equal to **\$485,500.00** (the "**Purchase Price**"). In the event that any tenant or tenants under the Existing Telecom Agreement(s) (each, a "**Telecom Tenant**") pay(s) to Grantor any fees other than base rent and any escalations thereto, for the purpose of utility service or taxes, such fees shall continue to be paid by Telecom Tenant(s) to Grantor, although Grantee may collect and distribute same. In the event any of the Telecom Easements terminate pursuant to section 3 of the Telecom Easement, the Purchase Price is non-refundable.

3. **TERM.** Commencing on the Effective Date, the term of this Agreement and the Telecom Easements shall be fifty (50) years. Grantor may not terminate this Agreement. In the event that Grantee voluntarily ceases to use any of the Telecom Easements for a continuous period of five (5) consecutive years, such Telecom Easement shall be deemed abandoned and automatically terminate.

4. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that: (a) the execution, delivery and performance by Grantor of this Agreement does not and will not violate any agreement to which Grantor is a party including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject; (b) Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Telecom Easements (or any portion thereof) or in and to the Existing Telecom Agreement(s); (c) Grantor has not breached or defaulted on any of Grantor's obligations under the Existing Telecom Agreement(s), and Telecom Tenant(s) have not breached or defaulted any of Telecom Tenant(s)' obligations under the Existing Telecom Agreement(s); (d) at no time prior to the date hereof has Grantor delivered or received notice of a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s) or notice of any fact, condition or circumstance which would constitute a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s); (e) neither Telecom Tenant(s), nor its agents or contractors has notified Grantor of any intention or desire to terminate the Existing Telecom Agreement(s) or surrender or abandon the leased premises; and (f) Grantor will forward any rent payments received from Telecom Tenant(s) (excluding the rental amounts withheld from the disbursement and reflected on the Settlement Statement at Closing), to Grantee within 5 business days of receipt thereof. All representations and covenants by Grantor contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of closing, shall be deemed

to be material, and shall survive the execution, commencement and delivery of this Agreement, the Easement and Assignment of Lease Agreement attached hereto as Exhibit D (the "Easement Agreement"), and recordation thereof.

5. **LANDLORD ESTOPPEL.** The Grantor certifies that: (a) the Existing Telecom Agreement(s) are presently in full force and effect and unmodified, and Grantee has been provided with a full and complete copy thereof; (b) any improvements to be made by the Telecom Tenants have been completed to the satisfaction of the undersigned and any and all other special conditions to be performed by the Telecom Tenants pursuant to the Existing Telecom Agreement(s) have been performed and satisfied; (c) the Telecom Tenants' obligations to pay rent have commenced in full and the Telecom Tenants are currently paying the schedule rent set forth in the Existing Telecom Agreement(s); (d) except as set forth in the Existing Telecom Agreement(s), no rents have been paid more than thirty (30) days in advance of their due dates; and (f) the Telecom Tenants are not in default under the Existing Telecom Agreement(s), as of the Effective Date and have no claim of setoff under the Existing Telecom Agreement(s) or otherwise against rents or other charges due or to become due thereunder.

6. **REPRESENTATIONS OF GRANTEE.** Grantee represents and warrants to Grantor, as of the date hereof, that: (a) this Agreement and all other documents executed by Grantee constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms; and (b) Grantee is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents or of any agreement to which Grantee is a party or conflict with any law, rule, regulation, judgment, order or decree to which Grantee is subject.

7. **INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Properties by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

8. **FURTHER ASSIGNMENT.** Upon the Effective Date, Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement. This Agreement and the Telecom Easements may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Grantee may be required to provide collateral or demonstrate credit-worthiness.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Grantor:** at Pima County Real Property Services, 201 N. Stone Avenue, 6<sup>th</sup> Floor, Tucson, AZ 85701, and to **Grantee:** c/o Landmark Dividend LLC, P.O. Box 3429, 400 Continental Blvd., Suite 500, El Segundo, CA 90245.

10. **MISCELLANEOUS.**

- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- b. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by any lender of Grantee that has delivered notice of its status and its notice address to Grantor. No act or failure to act shall be deemed to constitute an amendment, modification or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns of the parties to this Agreement. The rights of Grantee under the Telecom Easements shall run with the land upon which such Telecom Easement is located.

- d. **Recording and Memorandum.** Grantor and Grantee shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Easement Agreement. Grantee's interest in this Agreement and the Telecom Easements are intended to be, and shall be, an interest in real property.
- e. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the highest rate permitted by applicable law.
- f. **Further Assurances.** Grantor and Grantee hereby agree that Grantee shall, at any time and from time to time, in its reasonable discretion, require the Grantor to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in this Agreement. The covenant contained in this clause shall survive the execution, delivery and recordation of the Telecom Easements contemplated hereby.
- g. **Specific Performance.** The parties understand and agree that the Telecom Easements are unique and for that reason, among others, Grantee will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Grantor, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.
- h. **Conflict of Interest.** This contract is subject to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

PIMA COUNTY, a political subdivision of the State of Arizona:

\_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST:

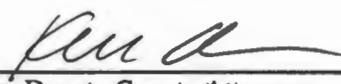
\_\_\_\_\_  
Julie Castaneda, Clerk of Board

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

 11/20/19  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

**GRANTEE:**

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,**  
a Delaware limited liability company

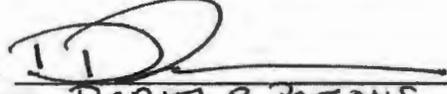
By:   
Name: DANIEL R. PARSONS  
Title: Authorized Signatory  
Date: 11-22-19

EXHIBIT A1

LEGAL DESCRIPTION OF THE PROPERTY

Name: Cardinal and Los Reales

Common Address: 2902 West Paseo de las Ave, Tucson, AZ 85746

Asset No. TC198156/ 10107309

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona, and is described as follows:

All that shown as AT&T Tower Area on the plat of Las Palomas Re-Subdivision, Lot 1 Through 208, 283 Thru 323, as surveyed by Rod Gomez and Associates Consulting Engineers, dated October 1972, and recorded February 16, 1973 in Plat Book 24 Page 77 in Pima County, Arizona.

Parcel Id #NA (Public Right of Way)

This being a portion of the property dedicated for the use of the Public as part of the Dedication contained on Las Palomas Re-Subdivision, dated October 1972 and recorded February 16, 1973 in Plat Book 24 Page 77.

Property Commonly Known As: **2902 West Paseo de las Aves, Tucson, AZ 85746**

Parcel ID: **138-26-4600**

EXHIBIT A2

LEGAL DESCRIPTION OF THE PROPERTY

Name: Ina and Camino Del Tierra

Property Address: 3262 West Ina Road, Tucson, AZ 85741

Asset No. TC198157/ 10114434

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona, and is described as follows:

A portion of the Ina Road Right of Way lying within Section 32, Township 12 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Commencing at a brass cap flush at the centerline intersection of Ina Road and El Camino Del La Tierra;

Thence South 89 degrees 51 minutes 37 seconds East, along the centerline of Ina Road, 545.04 feet;

Thence North 00 degrees 08 minutes 23 seconds East, departing said centerline 60.00 feet to the Point of Beginning.

Thence North 89 degrees 51 minutes 37 seconds West, parallel with said centerline 20.00 feet;

Thence North 00 degrees 08 minutes 23 seconds East 15.00 feet to the North Right of Way line, 20.00 feet;

Thence South 00 degrees 08 minutes 23 seconds West 15.00 feet to the Point of Beginning.

Parcel ID #NA (Public Right of Way)

This being a portion of the Public Right of Way as shown on the Map of Ina Road No. 158, dated July 18, 1931 and recorded in Road Map Book 2 Page 80.

Property Commonly Known As: **3262 West Ina Road, Tucson, AZ 85741**

Parcel ID: **225410030**

EXHIBIT A3

LEGAL DESCRIPTION OF THE PROPERTY

Name: McDonald Park Light Pole

Property Address: 4100 North Harrison Road, Tucson, AZ 85749

Asset No. TC198158/10113246

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona and is described as follows:

The Southwest Quarter of the Southwest Quarter of Section 23, township 13 South, Range 15 East, Gila Salt River Base and Meridian.

Less and except all that conveyed to Robert P. Lutz and Marilyn S. Lutz, husband and wife, from Pima County, a body politic, in a Quit Claim Deed dated February 2, 1988 and recorded March 8, 1988 in Book 8238 Page 1237 in Pima County, Arizona.

Parcel ID #11421361A

This being the same property conveyed to Pima County from Walter McDonald in a deed dated March 08, 1966 and recorded March 21, 1966, in Book 2705 Page 293.

Property Commonly Known As: **4100 North Harrison Road, Tucson, AZ 85749**

Parcel ID: **114-21-361A**

EXHIBIT A4

LEGAL DESCRIPTION OF THE PROPERTY

Name: Trico Electric Wade Road

Property Address: 6509 South Wade Road, Tucson, AZ 85757

Asset No. TC198159/ 12879452

The land referred to herein below is situated in the County of Pima, City of Tucson and State of Arizona, and is described as follows:

A parcel of land situated in Section 15, Township 15 South, Range 13 East, in the County of Pima, Arizona, described as follows:

Commencing at the Northwest corner of said Section 15, Thence South 0 degrees 26 minutes 00 seconds East along the West line of said Northwest Quarter, a distance of 145.02 feet; Thence North 89 degrees 34 minutes 00 seconds East a distance of 48.42 feet to the Point of Beginning.;

Thence East, a distance of 15.33 feet;

Thence South, a distance of 18.00 feet;

Thence West, a distance of 15.33 feet;

Thence North as distance of 18.00 feet to the Point of Beginning.

Parcel ID #NA (Public RoW)

Property Commonly Known As: 6509 South Wade Road, Tucson, AZ 85757

Parcel ID: 210-31-0120

EXHIBIT B1(A1)

TELECOM EASEMENT

Name: Cardinal and Los Reales

Common Address: 2902 West Paseo de las Ave, Tucson, AZ 85746

Asset No. TC198156/ 10107309

COMPOUND EASEMENT DESCRIPTION

A PORTION OF LOT 27 AS SHOWN ON THE PLAT OF LAS PALOMAS RE-SUBDIVISION, LOT 1 THROUGH 208, 283 THRU 323, AS SURVEYED BY ROD GOMEZ AND ASSOCIATES CONSULTING ENGINEERS, DATED OCTOBER 1972, AND RECORDED FEBRUARY 16, 1973 IN PLAT BOOK 24 PAGE 77 IN PIMA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 27, THENCE ALONG THE NORTH LINE OF SAID LOT, SOUTH 89° 55' 21" WEST A DISTANCE OF 30.82 FEET;  
THENCE DEPARTING SAID NORTH LINE, SOUTH 00° 04' 39' EAST A DISTANCE OF 8.58 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 04' 39' EAST A DISTANCE OF 16.30 FEET;  
THENCE SOUTH 89° 55' 21" WEST A DISTANCE OF 21.30 FEET;  
THENCE NORTH 00° 04' 39' WEST A DISTANCE OF 16.30 FEET;  
THENCE NORTH 89° 55' 21" EAST A DISTANCE OF 21.30 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 347 SQUARE FEET OR 0.0080 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS SAID LOT 27 FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED COMPOUND EASEMENT.

EXHIBIT B2(A2)

TELECOM EASEMENT

Name: Ina and Camino Del Tierra

Property Address: 3262 West Ina Road, Tucson, AZ 85741

Asset No. TC198157/ 10114434

**TOWER EASEMENT DESCRIPTION**

A PORTION OF BLOCK 2, HERITAGE HILLS II AS RECORDED IN BOOK 34, PAGE 29 PIMA COUNTY RECORDS A PORTION OF THE INA ROAD RIGHT OF WAY LYING WITHIN SECTION 32, TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH AT THE CENTERLINE INTERSECTION OF INA ROAD AND EL CAMINO DEL LA TIERRA;

THENCE SOUTH 89 DEGREES 51 MINUTES 09 SECONDS EAST, ALONG THE CENTERLINE OF INA ROAD, 528.71 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 48 SECONDS WEST, DEPARTING SAID CENTERLINE 62.47 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 48 SECONDS WEST 15.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 12 SECONDS EAST 20.00 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 48 SECONDS EAST 15.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 12 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 300 SQUARE FEET OR 0.0069 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS SAID LOT BLOCK 2, FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED TOWER EASEMENT.

EXHIBIT B3(A3)

TELECOM EASEMENT

Name: McDonald Park Light Pole

Property Address: 4100 North Harrison Road, Tucson, AZ 85749

Asset No. TC198158/10113246

**TOWER EASEMENT AREA DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OR SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF PIMA, IN THE STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST, ALONG THE CENTERLINE OF HARRISON ROAD, NORTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 824.50 FEET;  
THENCE, LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 174.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET OR 0.002 ACRES OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

**EQUIPMENT EASEMENT AREA DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OR SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF PIMA, IN THE STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST, ALONG THE CENTERLINE OF HARRISON ROAD, NORTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 769.30 FEET;  
THENCE, LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 135.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.00 FEET;  
THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST, A DISTANCE OF 20.00 FEET;  
THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 660 SQUARE FEET OR 0.015 ACRES OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

EXHIBIT B4(A4)

Name: Trico Electric Wade Road

Property Address: 6509 South Wade Road, Tucson, AZ 85757

Asset No. TC198159/ 12879452

**TOWER EASEMENT AREA LEGAL DESCRIPTION**

A PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, IN THE COUNTY OF PIMA, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, SOUTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 77.30 FEET TO A POINT;  
THENCE NORTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 54.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.50 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 56 SQUARE FEET OR 0.001 ACRES OF LAND MORE OR LESS.

**EQUIPMENT EASEMENT AREA DESCRIPTION**

A PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, IN THE COUNTY OF PIMA, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, SOUTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 184.31 FEET TO A POINT;  
THENCE NORTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 48.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.30 FEET;  
THENCE SOUTH 00 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 21.00 FEET;  
THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST, A DISTANCE OF 15.30 FEET;  
THENCE NORTH 00 DEGREES 17 MINUTES 04 SECONDS EAST, A DISTANCE OF 21.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 321 SQUARE FEET OR 0.007 ACRES OF LAND MORE OR LESS.

EXHIBIT C

EXISTING TELECOM AGREEMENT(S)

See Attached

**EXHIBIT ONLY – NOT FOR EXECUTION**

**EXHIBIT D**

**FORM OF TELECOM EASEMENT**

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**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

PIN: 138-26-4600

PIN: 225410030

PIN: 114-21-361A

PIN: 210-31-0120

STATE OF:

COUNTY OF:

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

**GRANTOR:** PIMA COUNTY, a political subdivision of the State of Arizona  
**Address:** Manager, Real Property Services  
201 N. Stone Ave., 6<sup>th</sup> Flr  
Tucson, AZ 85701-1215

**GRANTEE:** LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware  
limited liability company  
**Address:** P.O. Box 3429  
400 Continental Blvd., Ste. 500  
El Segundo, CA 90245

**Legal Description:** Attached as Exhibit A.

**Prepared by:**  
Landmark Dividend LLC  
P.O. Box 3429  
400 Continental Blvd., Suite 500  
El Segundo, CA 90245

**Return after recording to:**  
Solidifi Title & Closing  
Attn: Commercial Closing Dept.  
88 Silva Lane, Suite 210  
Middletown, RI 02842  
Title Nos: LMD-1675649-C, LMD-1675667-C, LMD-1675664-C, LMD-1675659-C

## EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated \_\_\_\_\_, 201\_\_ (the "**Effective Date**") is by and between **PIMA COUNTY**, a political subdivision of the State of Arizona ("**Grantor**"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**"); and

**WHEREAS** Grantor owns certain real properties ,in Pima County, AZ , (collectively, the "**Properties**"); and more particularly described in Property Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4 attached hereto, provided that any third party utility poles located on the properties are not part of the Properties for purposes of this Agreement; and

**WHEREAS** Grantor intends to grant to Grantee exclusive easements (the "**Telecom Easements**") in, to, under and over a certain portion or portions of the Properties described in Exhibit B1(A1), Exhibit B2(A2), Exhibit B3(A3), and Exhibit B4(A4) attached hereto (the "**Telecom Easement Areas**") for telecommunications purposes, and non-exclusive easements (the "**Access Easements**") in, to, under and over certain portions of the Properties described in Exhibit C attached hereto (the "**Access Easement Areas**") for ingress, egress, maintenance and utility service for and to the Telecom Easements (the Telecom Easements and the Access Easements may be collectively referred to herein as the "**Easements**"); and

**WHEREAS** Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Existing Telecom Agreement(s)**") more particularly described in Exhibit C attached hereto to Grantee; and

**WHEREAS** Grantor intends to allow Grantee to use the Easements in order that Grantee may lease space to Tenants in the telecommunications business; and

**NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee exclusive easements over the Telecom Easement Areas for the purpose of leasing space on the Properties to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases. The term of such leases will not extend beyond the Term of this Agreement.
2. **TERM.** Commencing on \_\_\_\_\_, 20\_\_ (the "**Commencement Date**"), the Term of this Agreement shall be fifty (50) years (the "**Term**").
3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use any such Easement for a continuous period of five (5) years, such Easement shall be deemed abandoned and this Agreement shall automatically terminate, but only as to such terminated Easement, and all remaining Easements shall remain undisturbed for the remainder of the Term
4. **ASSIGNMENT OF EXISTING TELECOM AGREEMENT(S).** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Existing Telecom Agreement(s). Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement(s), associated with fee ownership including but not limited to maintenance of the property, access, non-interference, and cooperation, except to the extent any such Existing Telecom Agreement(s) require Grantee to assume such obligations as lessor, in which case the parties hereto shall be jointly and severally liable for the faithful performance and discharge such obligations.

**5. NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easements in, to, under and across the Properties adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Areas.

**6. REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Properties and the lessor's interest in and to the Existing Telecom Agreement(s).

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Existing Telecom Agreement(s), or any portion of the Properties that the Easements occupy, except as expressly disclosed to Grantee in writing. Except for the Existing Telecom Agreement(s), Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easements or use of the Properties pursuant to this Agreement or the Existing Telecom Agreement(s).

f. Grantor shall not allow or permit a breach or default to occur under the Leases and Grantor shall comply with all applicable laws which may affect the Properties.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easements without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Properties, or the Easements in a way which interferes with the operations of tenants under the Existing Telecom Agreement(s), or any other of Grantee's future lessees or licensees utilizing the Properties in the same manner as the tenants under the Existing Telecom Agreement(s), or to interfere with the Access Easements. Such interference shall be deemed a material breach by Grantor.

**7. SUCCESSORS AND ASSIGNS.**

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easements are located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of any of the Properties, expressly provide that such Property, or Properties, are subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easements).

b. Upon the Effective Date Landmark may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement and the Leases to: (i) an entity under the control or common ownership with Landmark or an entity managed by Landmark; (ii) an entity that has delegated the authority to manage the Easement and Existing Telecom Agreement(s) to an entity under the control or common ownership with Landmark, so long as such assignee assumes all of Grantee's duties, obligations and liabilities arising under this Agreement; or (iii) otherwise only upon advance written consent from Landlord, which consent not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. For the avoidance of doubt, "control" means the ownership of more than fifty percent (50.0%) of the voting interests of such entity or the power to direct, manage, oversee and/or restrict the affairs, business or assets of an entity, and "entity" means any individual, corporation, limited liability company, partnership, association, trust or other organization. This Agreement and the Leases may be collaterally assigned to secured parties, and any other party to whom Landmark may be required to provide collateral or demonstrate credit-worthiness.

## 8. ENVIRONMENTAL REPRESENTATIONS.

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Properties that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on any of the Properties in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on any of the Properties.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on any of the Properties or the Easements in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the any of the Properties or the Easements shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on any of the Properties caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on any of the Properties. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from its actions on any of the Properties not caused by Grantee prior to, and during the Term of, this Agreement but only to the extent that such claims arise out of a negligent or intentionally wrongful act or omission of Grantor or any of its officers, officials, agents, or employees. This indemnification shall survive the termination or expiration of this Agreement.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: Manager, Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701

As to Grantee: c/o Landmark Dividend LLC  
P.O. Box 3429  
400 Continental Blvd., Suite 500  
El Segundo, CA 90245  
Attn: Legal Dept.

**10. DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default; provided, however, if the required cure of the noticed default cannot reasonably be completed by the defaulting party within such 60-day period, the defaulting party's failure to perform shall not constitute an Event of Default so long as the defaulting party undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law. Notwithstanding anything to the contrary contained herein, in the event that Grantor fails to provide Grantee, the tenants under the Existing Telecom Agreement(s), or their respective agents, employees, or contractors, access to any of the Easements, whether through action or inaction, such occurrence shall be an Event of Default which shall not be subject to the cure periods as set forth in this Section 10, and Grantee shall be immediately entitled to exercise any rights and remedies permitted by applicable law; except, however, there will be no default in the event of an emergency requiring Grantor to take immediate action to protect the public's health, safety or welfare, and in such event Grantor will provide Grantee with access to any such Easement affected as soon as practically possible, unless not permitted by the Existing Telecom Agreements.

**11. AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, in no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

**12. GOVERNING LAW; CERTAIN WAIVERS.**

a. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

c. EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT WHERE THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

**13. ATTORNEY'S FEES.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the highest rate permitted by applicable law.

**14. INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney's fees) caused by or arising out of the negligent acts

or omissions or willful misconduct in the operations or activities on any of the Properties by the indemnifying party or the employees, agents, or contractors, lessees, or licensees of the indemnifying party.

**15. RELOCATION.** Subject to the terms of the Existing Telecom Agreement, Grantor shall be permitted, upon not less than one (1) year prior written notice to Grantee (and tenant if applicable), to relocate any individual Easement and/or leased premises and equipment and improvements located thereon, to a replacement location on such Property. Notwithstanding the foregoing, such relocation shall: (i) be performed at Grantor's sole cost and expense; and (ii) not interrupt or interfere with the operations of the relocated tenant or other tenants of Grantee. Grantee and relocated tenant shall have the right to approve the site of the relocation, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event a relocation contemplated by this paragraph occurs, Grantor, at its sole cost and expense, shall prepare a revised plan/survey showing the new location of the relocated equipment, and if applicable, cause to be prepared and recorded, an amendment to this Agreement memorializing such relocation.



**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

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

State of California

County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), 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 California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A1

LEGAL DESCRIPTION OF THE PROPERTY

Name: Cardinal and Los Reales

Common Address: 2902 West Paseo de las Aves, Tucson, AZ 85746

Asset No. TC198156/ 10107309

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona, and is described as follows:

All that shown as AT&T Tower Area on the plat of Las Palomas Re-Subdivision, Lot 1 Through 208, 283 Thru 323, as surveyed by Rod Gomez and Associates Consulting Engineers, dated October 1972, and recorded February 16, 1973 in Plat Book 24 Page 77 in Pima County, Arizona.

Parcel Id #NA(Public Right of Way)

This being a portion of the property dedicated for the use of the Public as part of the Dedication contained on Las Palomas Re-Subdivision, dated October 1972 and recorded February 16, 1973 in Plat Book 24 Page 77.

Property Commonly Known As: **2902 West Paseo de las Aves, Tucson, AZ 85746**

Parcel ID: **138-26-4600**

EXHIBIT A2

LEGAL DESCRIPTION OF THE PROPERTY

Name: Ina and Camino Del Tierra

Property Address: 3262 West Ina Road, Tucson, AZ 85741

Asset No. TC198157/ 10114434

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona, and is described as follows:

A portion of the Ina Road Right of Way lying within Section 32, Township 12 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Commencing at a brass cap flush at the centerline intersection of Ina Road and El Camino Del La Tierra;

Thence South 89 degrees 51 minutes 37 seconds East, along the centerline of Ina Road, 545.04 feet;

Thence North 00 degrees 08 minutes 23 seconds East, departing said centerline 60.00 feet to the Point of Beginning.

Thence North 89 degrees 51 minutes 37 seconds West, parallel with said centerline 20.00 feet;

Thence North 00 degrees 08 minutes 23 seconds East 15.00 feet to the North Right of Way line, 20.00 feet;

Thence South 00 degrees 08 minutes 23 seconds West 15.00 feet to the Point of Beginning.

Parcel Id #NA(Public Right of Way)

This being a portion of the Public Right of Way as shown on the Map of Ina Road No. 158, dated July 18, 1931 and recorded in Road Map Book 2 Page 80.

Property Commonly Known As: **3262 West Ina Road, Tucson, AZ 85741**

Parcel ID: **225410030**

EXHIBIT A3

LEGAL DESCRIPTION OF THE PROPERTY

Name: McDonald Park Light Pole

Property Address: 4100 North Harrison Road, Tucson, AZ 85749

Asset No. TC198158/10113246

The land referred to herein below is situated in the County of Pima, City of Tucson, State of Arizona and is described as follows:

The Southwest Quarter of the Southwest Quarter of Section 23, township 13 South, Range 15 East, Gila Salt River Base and Meridian.

Less and except all that conveyed to Robert P. Lutz and Marilyn S. Lutz, husband and wife, from Pima County, a body politic, in a Quit Claim Deed dated February 2, 1988 and recorded March 8, 1988 in Book 8238 Page 1237 in Pima County, Arizona.

Parcel ID #11421361A

This being the same property conveyed to Pima County from Walter McDonald in a deed dated March 08, 1966 and recorded March 21, 1966, in Book 2705 Page 293.

Property Commonly Known As: **4100 North Harrison Road, Tucson, AZ 85749**

Parcel ID: **114-21-361A**

EXHIBIT A4

LEGAL DESCRIPTION OF THE PROPERTY

Name: Trico Electric Wade Road

Property Address: 6509 South Wade Road, Tucson, AZ 85757

Asset No. TC198159/ 12879452

The land referred to herein below is situated in the County of Pima, City of Tucson and State of Arizona, and is described as follows:

A parcel of land situated in Section 15, Township 15 South, Range 13 East, in the County of Pima, Arizona, described as follows:

Commencing at the Northwest corner of said Section 15, Thence South 0 degrees 26 minutes 00 seconds East along the West line of said Northwest Quarter, a distance of 145.02 feet; Thence North 89 degrees 34 minutes 00 seconds East a distance of 48.42 feet to the Point of Beginning.;

Thence East, a distance of 15.33 feet;

Thence South, a distance of 18.00 feet;

Thence West, a distance of 15.33 feet;

Thence North as distance of 18.00 feet to the Point of Beginning.

Parcel ID #NA (Public RoW)

Property Commonly Known As: **6509 South Wade Road, Tucson, AZ 85757**

Parcel ID: **210-31-0120**

EXHIBIT B1(A1)

TELECOM EASEMENT AREA DESCRIPTION

Name: Cardinal and Los Reales

Common Address: 2902 West Paseo de las Aves, Tucson, AZ 85746

Asset No. TC198156/ 10107309

COMPOUND EASEMENT DESCRIPTION

A PORTION OF LOT 27 AS SHOWN ON THE PLAT OF LAS PALOMAS RE-SUBDIVISION, LOT 1 THROUGH 208, 283 THRU 323, AS SURVEYED BY ROD GOMEZ AND ASSOCIATES CONSULTING ENGINEERS, DATED OCTOBER 1972, AND RECORDED FEBRUARY 16, 1973 IN PLAT BOOK 24 PAGE 77 IN PIMA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 27, THENCE ALONG THE NORTH LINE OF SAID LOT, SOUTH 89° 55' 21" WEST A DISTANCE OF 30.82 FEET;  
THENCE DEPARTING SAID NORTH LINE, SOUTH 00° 04' 39' EAST A DISTANCE OF 8.58 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 04' 39' EAST A DISTANCE OF 16.30 FEET;  
THENCE SOUTH 89° 55' 21" WEST A DISTANCE OF 21.30 FEET;  
THENCE NORTH 00° 04' 39' WEST A DISTANCE OF 16.30 FEET;  
THENCE NORTH 89° 55' 21" EAST A DISTANCE OF 21.30 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 347 SQUARE FEET OR 0.0080 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS SAID LOT 27 FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED COMPOUND EASEMENT.

EXHIBIT B2(A2)

TELECOM EASEMENT AREA DESCRIPTION

Name: Ina and Camino Del Tierra

Property Address: 3262 West Ina Road, Tucson, AZ 85741

Asset No. TC198157/ 10114434

TOWER EASEMENT DESCRIPTION

A PORTION OF BLOCK 2, HERITAGE HILLS II AS RECORDED IN BOOK 34, PAGE 29 PIMA COUNTY RECORDS A PORTION OF THE INA ROAD RIGHT OF WAY LYING WITHIN SECTION 32, TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH AT THE CENTERLINE INTERSECTION OF INA ROAD AND EL CAMINO DEL LA TIERRA;

THENCE SOUTH 89 DEGREES 51 MINUTES 09 SECONDS EAST, ALONG THE CENTERLINE OF INA ROAD, 528.71 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 48 SECONDS WEST, DEPARTING SAID CENTERLINE 62.47 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 48 SECONDS WEST 15.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 12 SECONDS EAST 20.00 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 48 SECONDS EAST 15.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 12 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 300 SQUARE FEET OR 0.0069 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS SAID LOT BLOCK 2, FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED TOWER EASEMENT.

EXHIBIT B3(A3)

TELECOM EASEMENT AREA DESCRIPTION

Name: McDonald Park Light Pole

Property Address: 4100 North Harrison Road, Tucson, AZ 85749

Asset No. TC198158/10113246

TOWER EASEMENT AREA DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OR SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF PIMA, IN THE STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST, ALONG THE CENTERLINE OF HARRISON ROAD, NORTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 824.50 FEET;

THENCE, LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 174.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET OR 0.002 ACRES OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

EQUIPMENT EASEMENT AREA DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OR SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF PIMA, IN THE STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 15 EAST, ALONG THE CENTERLINE OF HARRISON ROAD, NORTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 769.30 FEET;

THENCE, LEAVING SAID CENTERLINE, SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 135.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 660 SQUARE FEET OR 0.015 ACRES OF LAND MORE OR LESS.

TOGETHER WITH AND RESERVING A NON-EXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT AND UTILITIES IN ORDER TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN OR REMOVE ANY RADIO COMMUNICATION FACILITY AND EQUIPMENT.

EXHIBIT B4(A4)

TELECOM EASEMENT AREA DESCRIPTION

Name: Trico Electric Wade Road

Property Address: 6509 South Wade Road, Tucson, AZ 85757

Asset No. TC198159/ 12879452

TOWER EASEMENT AREA DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, IN THE COUNTY OF PIMA, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, SOUTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 77.30 FEET TO A POINT;  
THENCE NORTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 54.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.50 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 56 SQUARE FEET OR 0.001 ACRES OF LAND MORE OR LESS.

EQUIPMENT EASEMENT AREA DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, IN THE COUNTY OF PIMA, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, SOUTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 184.31 FEET TO A POINT;  
THENCE NORTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 48.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.30 FEET;  
THENCE SOUTH 00 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 21.00 FEET;  
THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST, A DISTANCE OF 15.30 FEET;  
THENCE NORTH 00 DEGREES 17 MINUTES 04 SECONDS EAST, A DISTANCE OF 21.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 321 SQUARE FEET OR 0.007 ACRES OF LAND MORE OR LESS.

## EXHIBIT C

### EXISTING TELECOM AGREEMENT(S) DESCRIPTION

A. Licensor and AT&T Wireless, PCS, Inc., a Delaware limited liability company, entered into a Non-Exclusive Right-of-Way Use License dated September 24, 2000, with expiration date of September 23, 2005, and recorded on September 27, 2000, in Docket 11392, Page 279, in the office of the Pima County, Arizona, Recorder. The License was assigned Contract No. 12-14-A-142715-0900 and subsequently reassigned Contract #CTN-IT-CMS 142715.

B. New Cingular Wireless PCS, LLC, a Delaware limited liability company (by AT&T Mobility Corporation, its Manager), subsequently succeeded to the interests of AT&T Wireless, PCS, Inc. Licensee and Licensor entered into a License Amendment effective September 24, 2005, which extended the term of the Right-of-Way Use License through September 23, 2010. The License was subsequently extended through September 23, 2015 and amended to add location at McDonald Park (Site PHNXAZB025, 4100 N. Harrison Road).

C. Licensor and Licensee entered into a Non-Exclusive Right-of-Way Use License dated January 19, 2010, with expiration date of January 18, 2015, and recorded on January 26, 2010, in Docket 13732, Page 643, in the office of the Pima County, Arizona, Recorder. The License was initially assigned Contract No. 12-14-N-142671-0110 and subsequently reassigned Contract #CTN-IT-CMS142671 for co-location on a TEP pole at 3220 West Ina Road.

D. Licensor and Licensee entered into a Non-Exclusive Right-of-Way Use License dated January 19, 2010, with expiration date of January 18, 2015, and recorded on January 26, 2010, in Docket 13732, Page 625, in the office of the Pima County, Arizona, Recorder. The License was initially assigned Contract No. 12-14-N-142672-0110 and subsequently reassigned Contract #CTN-IT-CMS142672 for co-location on a TEP pole at 2902 W. Paseo de las Aves.

E. Licensor and Licensee entered into a Restated and Amended Nonexclusive Right of Way Use License, pursuant to which the parties consolidated 4 existing Licenses, added a new co-location site, modified the fee schedule, and extended the term to September 23, 2020. A new License number of CTN-IT-15000000000000000003 was assigned to the License.

F. Licensor and Licensee entered into a Fifth Amendment to Restated and Amended Nonexclusive Right of Way Use License on November 6, 2018, pursuant to which Licensee added a new co-location site at the Southeast corner of West Valencia Road and Wade Road (Licensee Site No. AZL01287).

G. Licensor and Licensee entered into a Sixth Amendment to Restated and Amended Nonexclusive Right of Way Use License on April 2, 2019, pursuant to which Licensee was permitted to replace and modify certain of its existing communications equipment at its McDonald Park Site, located at 4100 N. Harrison Road. (Licensee Site No. PHNXAZB025).

H. Exhibit "H" of the Existing Telecom Agreement is not included as part of this Agreement.