

LAND LEASE AGREEMENT  
BETWEEN LAKE HAVASU CITY  
AND  
TOWERCOM

THIS LAND LEASE AGREEMENT (this “**Agreement**”) is effective as of \_\_\_\_\_, 2024 (the “**Effective Date**”), between TOWERCOM XI-B, LLC, a Delaware limited liability company (the “**Lessee**”), and the LAKE HAVASU CITY, an Arizona municipal corporation (the “**City**”). The City and the Lessee are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The City owns certain real property located at 340 Mulberry Avenue, Lake Havasu City, Arizona, as more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

B. Lessee and the City desire to enter into this Agreement in order to grant Lessee the right to operate and maintain a wireless tower (the “**Tower**”) facility on a portion of the Property, being described as (i) a 40’ x 40’ portion of the Property containing approximately 1,600 square feet (the “**Tower Parcel**”), as described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference.

C. In addition to the Tower Parcel, the Lessee desires non-exclusive licenses for (i) the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more licenses to the Tower Parcel from the edge of the Property (the “**Utility Licenses,**” as defined in Subsection 3.1 below) and (ii) ingress and egress over the Property to the Tower Parcel (the “**Access License,**” as defined in Subsection 3.2 below). The Tower Parcel, the Utility Licenses, and the Access License are collectively referred to herein as the “**Premises.**”

D. Pursuant to this Agreement, the Lessee and the City desire to establish their respective rights and responsibilities for operation of the “**Communications Facilities**” (as defined in Subsection 4.1 below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Option to Lease. For good and valuable consideration and the mutual promises herein set forth, City hereby gives and grants unto Lessee and its assigns, an exclusive option to lease the Premises (“**Option**”).

Site Name: SRTona (Daytona)

1.1. Initial Option Term. The initial term of this Option shall be for six (6) months from the Effective Date.

1.2. Consideration for Option. Consideration for the Initial Option Term granted hereunder shall be One Thousand and 00/100 Dollars (\$1,000.00).

1.3. Extension of Option. This Option can be extended at the discretion of the Lessee for two (2) additional periods of six (6) months each (“Option Renewal Term”) by Lessee providing written notice to City prior to the expiration of the then current term and by paying to City the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) for each Option Renewal Term, which payment shall be made prior to the expiration of the then current Option Term.

1.4. Exercise of Option. Upon the delivery of written notice by Lessee to City of Lessee’s exercise of the Option, the lease terms set forth below shall govern the relationship of the Parties. The date of the written notice to exercise the Option shall constitute the commencement date of the Agreement (“Commencement Date”).

2. Lease Agreement.

2.1. Lease Term. The term of this Agreement shall be twenty-five (25) years (the “**Lease Term**”) commencing on the Commencement Date. After the expiration of the first ten (10) years of the Lease Term, Lessee shall have the right to terminate this Agreement by providing written notice to City at least one hundred eighty (180) days prior to the date of termination.

2.2. Rent.

A. Base Rent.

(1) The Lessee shall pay base rent (“**Base Rent**”) in the amount and in the manner specified hereunder, commencing on the Effective Date.

(2) Base Rent during the first year of the Agreement shall be **One Thousand One Hundred 00/100 Dollars (\$1,100)** per month. Thereafter, the Base Rent shall increase by **three percent (3%)** on each successive annual anniversary of the Commencement Date throughout the Lease Term of this Agreement and is due monthly in advance on the first day of each month. All payments by the Lessee to the City required pursuant to this Agreement are collectively referred to as “**Rent**”.

B. Late Rent. Lessee shall pay rent to the City on the first day of each calendar month. If payment is not received by that due date, City may assess 10 percent (10%), simple interest on the unpaid balance. Interest begins accruing on the due date. If the balance is not paid for more than 90 days from the due date, the account may be referred to a collection agency and Lessee shall pay collection agency fees.

C. No Setoffs. All Rent shall be paid in full directly to the City without setoff, demand or deduction of any description. Lessee expressly waives any right of setoff.

D. Holding Over. Any holding over after the expiration of the Lease Term with the consent of the City shall be construed to be a tenancy from month to month at a Base Rent of **150%** of the Base Rent in effect for the last year of the Lease Term, and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

2.3. Utilities. The Lessee shall pay for all utilities it consumes in its operations on the Premises (separately metered and using separate circuits). The City agrees to execute such documents or easements as may be reasonably required by utility companies or others to provide such service; provided, however, that any easement necessary for such power or other utilities shall be at a location reasonably acceptable to the City and the servicing utility company and may, at the City's election, be extinguished by the City at the termination of this Agreement. All utility lines, without exception, shall be underground, and the ground shall be repaired and re-vegetated, as applicable, in a manner reasonably acceptable to the City.

2.4. Taxes. The Lessee shall pay all real, leasehold and personal property taxes assessed on, or any portion of such taxes attributable to Lessee's operations on the Premises. As required by ARIZ. REV. STAT. § 42-6206, notice is hereby given that the Lessee shall be responsible for any and all government property lease excise taxes described in ARIZ. REV. STAT. §§ 42-6201 *et seq.* or similar laws in force from time to time. In the event that the Lessee is found to be in violation of its obligation to pay taxes pursuant to applicable law, failure by the Lessee to pay such taxes after receipt of notice and opportunity to cure is an event of default that could result in divesting the Lessee of any interest in or right of occupancy of the Premises.

### 3. Licenses.

3.1. Utility Licenses. The City hereby grants to the Lessee non-exclusive licenses as shown on the attached **Exhibit C** for maintenance of utility wires, poles, cables, conduits and pipes over or under the Property as depicted on the plans (the "**Utility Licenses**") (said plans depicted on **Exhibit B**, "Plans"). The Utility Licenses are irrevocable during the Lease Term, except in the event of an uncured default. The Lessee shall be responsible for, at its sole cost and expense, the repair of any damage to the Property, including but not limited to, sidewalks, landscaping, storm drains, erosion control, perimeter walls and utility lines, caused by the installation, repair and maintenance of Lessee's Utility Licenses.

3.2. Access License. The City hereby grants to the Lessee the right of entry to access, operate and maintain the Communications Facilities. This includes ingress and egress, 7 days per week, 24 hours per day, on foot over or along the license across the Property (as depicted in the Plans), attached hereto as Exhibit C (the "**Access License**"). In the event vehicular access is necessary for the operation and maintenance of the Communications Facilities, the Lessee shall be responsible, at its sole cost and expense, for the repair of any damage to the Property, including but not limited to, sidewalks, landscaping, storm drain, erosion control and perimeter walls, caused by the Lessee's vehicular access. Maintenance and operation of the Premises shall not include

additional construction work on the Premises. The Access License is irrevocable during the Lease Term, except in the event of an uncured default.

4. Maintenance. Subject to the terms and conditions contained in this Agreement, the City hereby grants to the Lessee the right to operate the Communications Facilities within the Premises.

4.1. Tower and Equipment. The Lessee shall maintain the Tower and associated equipment on the Premises in accordance with the plans attached hereto as **Exhibit C** (the "Plans"), which Plans have been reviewed and approved by the City. The Plans show the configuration of the communication facility within the Premises and shows the approximate configuration of the future carriers and all associated equipment, including a back-up power generator. The Tower shall remain of the type, configuration and design set forth in the Plans. The Lessee may continue to allow the wireless communications facilities of substantially the type, configuration and design as described and depicted on the Plans, or upon any future plans submitted to and approved by the City. The Lessee also has the right to maintain and operate on the Premises foundations, utility lines, transmission lines, air conditioned equipment shelters, fences, electronic equipment, radio transmitting and receiving antennas, an emergency generator, supporting equipment and structures thereto, as more particularly described on the Plans. All improvements constructed and installed by the Lessee, including but not limited to the Tower, are hereinafter referred to as the "**Communications Facilities**," which shall, to the extent reasonably possible, blend into the surrounding building architecture and landscaping. The Lessee shall have the right, without the City's prior approval, to make any modifications, repairs or replacements to the Communications Facilities so long as such modifications, repairs or replacements: (A) result in a substantially similar configuration; and (B) do not materially change the visual and aesthetic layout of the Communications Facilities as currently depicted in the Plans. As for all other modifications, repairs or replacements, the Lessee shall first obtain the City's prior written approval, which approval shall not be unreasonably denied, withheld or conditioned. For avoidance of doubt, the Communications Facilities, including the Tower, shall remain Lessee's personal property, shall not be deemed fixtures, and shall be removed by Lessee upon the expiration of the Lease Term.

4.2. Ownership Upon Termination. Upon expiration or early termination of the Agreement, the Lessee shall, at its sole cost and expense, remove Lessee's personal property and the Communications Facilities up to twelve (12) inches below grade and restore the Property to its original condition, reasonable wear and tear excepted.

4.3. Permits and Work on Property.

A. Standards. All work on the Premises shall be performed in strict compliance with such approved plans and specifications and the Plans, and no such work may materially interfere with existing City uses on the Property, nor render the Property materially unfit for use by the City or damage any existing facilities of the City. Nothing herein is intended to, nor shall, excuse Lessee's compliance with all ordinances, codes, and regulations of the City, including, but not limited to, zoning regulations. The City agrees to reasonably cooperate, at no cost to the City, with Lessee's efforts to obtain or maintain any required licenses and permits, the Lessee agrees that all work shall be completed by a licensed and qualified contractor, shall be done with good materials and workmanship and

in a lien-free manner, and shall be done in strict compliance with all applicable laws and governmental regulations. Except as expressly set forth herein, the Lessee has inspected the Premises and agrees that it is taking the Premises in “as-is” condition.

B. Government Approvals. It is understood and agreed that Lessee’s ability to use the Premises is contingent upon its maintaining all the certificates, permits and other approvals (collectively the “**Governmental Approvals**”) that may be required by any federal, state or local authorities. The City shall cooperate with the Lessee in its effort to maintain such Government Approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by the Lessee. In the event that (1) any of such applications for such Governmental Approvals should be finally rejected; (2) any Governmental Approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (3) the Lessee determines that such Governmental Approvals may not be obtained in a timely manner; (4) the Lessee determines that the Premises is no longer technically compatible for its use; or (5) the Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, the Lessee shall have the right to terminate this Agreement. Notice of Lessee’s exercise of its right to terminate shall be given to the City in writing in the manner set forth in Subsection 10.14 below. All rental amounts paid prior to said termination date shall be retained by the City. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder that expressly survive termination. Otherwise, the Lessee shall have no further obligations for the payment of Rent to the City, subject to the holding over provision in Subsection 9.5 below.

4.4. Maintenance. Except as otherwise expressly provided herein and for the Lease Term only, the Lessee shall be solely responsible, at its sole cost and expense, for all improvements to and maintenance of the Communications Facilities. The City neither assumes, nor shall it have, any responsibility for the condition of the Premises, except that the City shall be responsible for the construction, maintenance, up-keep, or repairs necessary to keep the Premises safe and serviceable for Lessee’s intended uses.

4.5. Damage to Lessee’s Facilities. Except to the extent arising out of the negligence or willful misconduct by the City or its agents, employees or assigns, in the event that Communications Facilities are destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, the Lessee shall, within a period of 30 days after the date of such damage, commence the repair, reconstruction and restoration thereof and thereafter prosecute the same diligently to completion, and this Agreement shall continue in full force and effect; provided that City will allow Lessee to operate a temporary facility until the Premises is repaired the Communications Facilities are operational. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within 45 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 45 days, then the Lessee may, at any time following such fire or other casualty, terminate this Agreement upon 15 days prior written notice to the City. 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 under this Agreement.

5. Permitted Use.

5.1. Lessee's Permitted Activities. The Lessee may only use the Premises for the lawful installation, operation and maintenance of Communication Facilities and services and uses incidental thereto pursuant to any applicable conditional use permits, including but not limited to the transmission and reception of wireless communication signals.

5.2. Interference. The Lessee shall not operate the Communications Facilities in any manner that materially interferes in any way with governmental or other existing commercial wireless communications, or with the existing City's facilities or other existing operations on or around the Property. In the event such interference creates a threat to public safety, the City shall contact Lessee to notify it of such interference. If the Lessee fails to correct the problem within 48 hours after prior notice from the City, the City shall then have the right to immediately correct or remove the interference by whatever means necessary and the Lessee shall reimburse the City for all costs actually incurred in correcting or removing the interference. In the event the City is compelled to correct the interference problem, the City shall not be liable for any costs, consequential damages or loss of revenue associated with the City's actions. For all other interference problems, the Lessee shall take all steps necessary to correct and eliminate the interference within a reasonable time, at its sole cost and expense. If the interference cannot be eliminated within a reasonable length of time, not to exceed seven days, the Lessee agrees to immediately cease using the equipment that is creating the interference (except for short tests necessary for the elimination of the interference), and may not recommence using such equipment until the interference has been resolved. In no event will City be entitled to terminate this Agreement or relocate the equipment so long as Lessee is making a good faith effort to remedy the interference issue. City shall not permit (i) the construction, installation or operation of any equipment or facilities that interferes with Lessee's then existing Communications Facilities. All facilities and operations shall comply with all non-interference rules of any and all federal, state and local laws, including without limitation the Federal Communications Commission. In the event both Parties' equipment is in full compliance with all laws, regulations and manufacturer specifications, the equipment installed first in time shall take precedence in resolving any interference issue.

6. Indemnification. To the extent permitted by law, the Lessee shall indemnify, defend and hold harmless the City and each council member, its departments, officers, officials, volunteers, employees or agent thereof (the City and any such person being herein called an "**Indemnified Party**") for, from and against any and all losses, claims, damages, liabilities, cost and expenses (including, but not limited to reasonable attorneys' fees, court costs and the cost of appellate proceedings) to which any such Indemnified Party may become subject, on account of: (A) any damages, injury to person or property, or death of any person arising out of any negligent acts, intentional misconduct, errors, omissions, work, or services of the Lessee, its employees, or agents on the Premises; or (B) any workers' compensation claims, unemployment compensation claims or unemployment disability compensation claims of employees of the Lessee or claims under similar such laws or obligations to the extent arising out of Lessee's use of the Premises. This indemnification obligation shall not extend to any loss, claim, damage, injury or death,

liability, costs, and expenses to the extent caused by the negligence or willful misconduct of the Indemnified Party. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this Section. This section shall survive termination of this Agreement.

7. Insurance.

7.1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Lessee, the Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option if not corrected within ten (10) business days' notice to Lessee.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Lessee. In the event of a claim or suit is filed, the City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so, provided that such review be subject to the following restrictions: (1) the City shall execute a nondisclosure agreement in a form reasonably acceptable to the Lessee prior to reviewing any policy or endorsements; and (2) any review shall be completed at a time and location mutually agreed upon by the Lessee and the City, which location shall be in the office of the Lessee's attorney. Notwithstanding the foregoing, the Lessee may redact the following information from disclosed policies and/or endorsements in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the City: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Lessee financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage except Workers' Compensation and Employers liability insurance and Professional Liability insurance, if applicable, and Builder's Risk insurance shall include, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the following endorsement language: "Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be named as additional insureds

with respect to liability arising out of the activities performed by or on behalf of the Lessee".

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all responsibilities or obligations required under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Lessee's insurance shall be primary insurance with respect to the Lessee's obligations under this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for any claims arising out of the work or services of the Lessee. The Lessee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. The Lessee shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Lessee shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements that are commercially reasonable based on the particular trade. The Lessee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Lessee will provide the City with suitable evidence of insurance in the form of certificates of insurance. In the event of a claim or suit is filed, the City also reserves the right to review, upon request, a copy of the declaration page(s) of the insurance policies in accordance with the terms of Section 7.1(B) above. The City shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the responsibilities or obligations and the City's acceptance of the Lessee's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Lessee's responsibility to forward renewal certificates to the City within 30 days after such renewal by Lessee.

J. Certificates of insurance shall specifically include the following provisions:

(1) The City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or substantial equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or substantial equivalent.

(c) Excess Liability – Follow Form to underlying insurance as applicable.

(2) The Lessee’s insurance shall be primary insurance as respects the Lessee performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation and Employers liability insurance, waive rights of recovery (subrogation) against the City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for any claims arising out of work or services performed by the Lessee under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

7.2. Required Insurance Coverage.

A. Commercial General Liability. The Lessee shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000.00 for each occurrence and \$5,000,000.00 General Aggregate Limit. These limits can be met using the general liability policy limits and umbrella/excess limits. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or substantial equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be included as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or substantial blanket equivalent, and if form CG 20 10 03 97 is used, it shall read “Who is an Insured (Section

II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. The commercial general liability policy maintained by the Lessee shall contain a provision that the City, although an additional insured, shall nevertheless be entitled to recover under said policies for loss occasioned to it, its servants or employees, by reason of the negligence of the Lessee.

B. Vehicle Liability. The Lessee shall maintain Business Automobile Liability insurance with a combined single limit of \$1,000,000.00 each occurrence covering all of the Lessee’s owned, hired and non-owned vehicles assigned to or used in the performance of the Lessee’s responsibilities or obligations under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law for claims arising out of the performance of this Agreement, the City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be included as an Additional Insured code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof.

C. Reserved.

D. Workers’ Compensation Insurance. The Lessee shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Lessee’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 disease policy limit.

E. Reserved.

7.3. Cancellation and Expiration Notice. Upon receipt of notice from its insurer, the Lessee shall provide the City notice of cancellation of any insurance policy required under this Agreement.

## 8. Defaults.

8.1. Lessee’s Default. If the Lessee fails to pay any rental or other amounts payable under this Agreement when due, or if the Lessee should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against the Lessee on account thereof, the City shall first provide the Lessee with prior written notice of the failure and provide the Lessee with a 15 day period to cure such failure if the failure is to pay Rent or any other sum of money under this Agreement, or a 30 day period to cure such failure if the failure is to perform any other covenant, term or condition of this Agreement. If the failure to perform does not involve the payment of Rent or any other sum of money under this Agreement and cannot reasonably be cured within 30 days, the Lessee shall not be in default of this Agreement if the Lessee commences to cure the failure to perform within the 30-day period and thereafter diligently and in good faith prosecutes the cure to completion; provided, however, that no such

cure period shall exceed 90 days. In the event the Lessee fails to cure its default within the applicable cure period, or the Lessee breaches this Agreement or otherwise fails to perform or observe any covenant or condition applicable to it under the terms of this Agreement, then the City may elect any one or more of the following remedies:

A. Terminate Agreement. Terminate this Agreement pursuant to Subsection 9.1 below.

B. Reentry. Reenter the Property and take possession thereof and remove all persons and personal property therefrom.

C. Other Remedies. Pursue any and all other legal remedies available to it without election, with or without canceling this Agreement, including without limitation recovering its actual damages caused by the breach or failure of the Lessee.

8.2. City's Default. In the event that the City fails to perform or observe any covenant, term or condition applicable to it under the terms of this Agreement, then the Lessee shall first provide the City with written notice of the failure and provide the City a 30-day period to cure such failure. Should the City fail to cure such failure, then the Lessee may: (A) terminate the Agreement; (B) initiate legal action to compel specific performance by the City; or (C) if specific performance is not available as a remedy, the Lessee may sue to recover its actual damages caused by the breach or failure of the City.

8.3. Limitation of Liability. Except for indemnification pursuant Section 6, neither Party shall be liable to the other, or any of their respective agents, representatives, 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 if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

## 9. Termination; Cancellation.

9.1. For Cause. This Agreement may be terminated by either Party upon 30 days' written notice following the expiration of any applicable cure periods set forth above should the other Party fail to substantially perform in accordance with this Agreement's terms, through no fault of the Party initiating the termination. In the event of such termination for cause, payment shall be made by the Lessee to the City for the undisputed portion of any Rent due as of the termination date.

9.2. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of this Agreement.

9.3. Gratuities. The City may, by written notice to the Lessee, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Lessee or any agent or representative of the Lessee to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Lessee an amount equal to 150% of the gratuity.

9.4. Automatic Termination of Licenses. In the event this Agreement is terminated for any reason, the Utility Licenses, and the Access License shall automatically terminate without further act of either Party.

9.5. Removal. The Lessee shall, upon expiration of the Lease Term, or within 90 days after any earlier termination of this Agreement, remove its Communications Facilities up to twelve (12) inches below grade and restore the Premises to its original condition, reasonable wear and tear excepted. The City agrees and acknowledges that all of the equipment, conduits, fixtures, Tower and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same at any time during the Lease Term, whether or not said items are considered fixtures and attachments to real property. If such time for removal causes the Lessee to remain on the Premises after termination of this Agreement, the Lessee shall (A) be deemed to be a holdover, month-to-month tenant, and (B) pay Rent at 150% of the Rent amount existing on the last day of the Lease Term, until such time as the removal of the Communications Facilities are completed.

## 10. Miscellaneous.

10.1. Applicable Law; Venue. In the performance of this Agreement, the Lessee shall abide by and conform to any and all laws of the United States, State of Arizona and Lake Havasu City, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Mohave County, Arizona.

10.2. Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate of the other than as contracting Parties, or landlord and tenant. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

10.3. Laws and Regulations. The Lessee shall keep fully informed and shall at all times during the performance of its obligations under this Agreement ensure that it and any person for whom the Lessee is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting this Agreement, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration (“**OSHA**”) standards.

10.4. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included

herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

10.5. Authority. Each person executing this Agreement on behalf of any Party hereto warrants that she/he has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable her/him to properly execute this Agreement and to bind the person or entity whom she/he represents in accordance with the terms hereof have been followed and/or secured. Each Party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

10.6. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Lessee.

10.7. Assignment and Subleasing. Except as provided for herein, the Lessee may not assign its interest in this Agreement or sublease any portion of the Premises at any time without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion. Any attempted assignment or sublease by the Lessee in violation of this provision shall be a breach of this Agreement by the Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the City to (i) Lessee's and/or Towercom's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, and (ii) an assignment to an entity in the business of developing or owning telecommunication towers whose net worth is the same or greater than Lessee's as of the date of this Agreement. No change of stock ownership, partnership interest or control of the Lessee or transfer upon partnership or corporate dissolution of the Lessee shall constitute an assignment hereunder. Notwithstanding the foregoing, Lessee may sublease or license a portion of the Communications Facilities in the ordinary course of Lessee's business without City's approval, provided that Lessee will notify City of any such sublease or license within thirty (30) days of the effective date thereof.

#### 10.8. Broadband Sublease Fee.

10.8.1. Definitions. As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers. "Broadband Sublease" shall mean a sublease or license to a Broadband Tenant. "Anchor Tenant" means one (1) Broadband Tenant, its successors or assigns, as designated by Lessee from time to time. If the Broadband Sublease to the Anchor Tenant expires or is terminated, then Lessee may designate another Broadband Tenant to be the replacement Anchor Tenant.

10.8.2. In addition to the Rent currently paid by Lessee to Lessor pursuant to this Agreement, Lessee shall pay to Lessor a monthly fee equal to Three Hundred and

00/100 Dollars (\$300.00) (“Broadband Sublease Fee”) for each sublease or license of the Premises to a Broadband Tenant, excluding the Anchor Tenant. The first payment of the Broadband Sublease Fee shall be due on the first day of the month following the latest to occur of (i) the commencement of installation of improvements within the Premises, or (ii) the commencement date of the applicable Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. If any Broadband Sublease expires or terminates for any reason, Lessee shall no longer be obligated to pay a Broadband Sublease Fee for such Broadband Sublease. Notwithstanding anything in this subsection to the contrary, Lessor shall not be entitled to a Broadband Sublease Fee for any sublease or license to the Anchor Tenant.

10.9. City Right to Place Equipment on the Tower. So long as City is not in default of the Lease, Lessee agrees to allow the City to certain communications equipment and antenna (hereafter “City’s Equipment”) on the tower located within the Premises at the 50-60 foot level with a loading of no more than 1,000 pounds. The installation shall be permitted provided that such City’s Equipment shall not cause any interference or conflict with the operations or improvements of Lessee or its sublessees and licensees. City shall notify Lessee of its desire to install City’s Equipment and Lessee shall manage such installation. Prior to installing City’s Equipment, City shall provide to Lessee its plans and specifications for City’s Equipment for Lessee’s engineering approval, which approval shall be at Lessee’s sole discretion. Upon approval of the plans, City will be responsible to obtain all permits related to the installation at its sole cost and expense. All costs associated with permitting, installation, maintenance and decommissioning of City’s Equipment will be at the sole cost and expense of City. City shall not be required to pay a monthly rental fee for the use of space on the Tower, but will be responsible for any fees incurred by Lessee relating to installation or use of City’s Equipment including but not limited to fees related to any required intermodulation study, AM Detuning study, structural analysis or other required testing. It is understood that Lessee shall not be required to make any modifications to the Tower or Premises in order to provide such space to City. Any ground space required to operate City’s Equipment shall be located outside the boundary of the Premises. Lessee shall require the City to enter into a standard license agreement at no cost to the City containing the normal and customary terms for such equipment. City agrees that any modifications to City’s Equipment must be processed through Lessee’s specific application process as described in Lessee’s standard license agreement.

10.10. Sale of Property. If at any time during the term of this Agreement, the City decides to sell all or part of the Property, to a purchaser other than the Lessee, then such sale shall be under and subject to this Agreement and Lessee’s rights hereunder.

10.11. Mortgages and Liens. At the City’s option, this Agreement shall be subordinate to any mortgage by the City which may now or hereafter affect all of the City’s property including the Property, provided that any such mortgage shall recognize the validity of this Agreement in the event of foreclosure of the City’s interest and also recognize Lessee’s right to remain in possession and have access to the Premises. The Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

10.12. Warranty of Quiet Enjoyment. The City covenants that so long as the Lessee performs the covenants, terms and conditions required of the Lessee contained herein, the

Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and the City shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Premises.

10.13. Abandonment of Premises. The Lessee shall neither vacate nor abandon the Premises at any time during the term of this Agreement. If the Lessee abandons, vacates, or surrenders the Premises, or is disposed by process of law, or otherwise, the Communications Facilities and any personal property belonging to the Lessee and left on the Premises shall be deemed to have been abandoned. Abandonment shall be deemed to have occurred if neither Lessee nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Premises in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Premises, or maintenance and/or upkeep of the Premises) for a consecutive period of five (5) years, and, following the expiration of such five (5) year period, do not respond within forty-five (45) days of Lessee's receipt of written notice from City asserting such abandonment.

10.14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                      Lake Havasu City  
   2330 McCulloch Blvd. N.  
   Lake Havasu City, Arizona 86403  
   Attn: City Manager  
   Attn: City Attorney

If to Lessee:                         Towercom XI-B, LLC  
   241 Atlantic Boulevard, Suite 201  
   Neptune Beach, Florida 32266

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received when personally delivered or mailed to the other Party, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.15. Hazardous Substances. The Lessee shall hold the City harmless from and indemnify the City against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Premises by the Lessee or Lessee's agents,

employees or contractors, except to the extent such damage, loss, expense, costs or liability arises from the act or omission of the City or the City's employees, contractors, or agents. For purposes of this Agreement, hazardous substances shall mean (A) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (B) any substance which is flammable, radioactive, corrosive or carcinogenic, (C) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto or (D) any substance the presence of which on the Premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "**Hazardous substance law**" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 *et seq.*; and any similar and applicable state law or regulation.

10.16. Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the City and the Lessee, subject to the terms and conditions hereof.

10.17. Headings; Gender. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

10.18. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document.

10.19. Recording. In accordance with ARIZ. REV. STAT. § 42.6202(C), the City shall record a memorandum of this Agreement in the Mohave County Recorder's Office.

10.20. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment of Rent, shall not release the Lessee from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

10.21. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

10.22. Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

10.23. Confidentiality of Records. Notwithstanding anything to the contrary contained in this Agreement, Lessee agrees and acknowledges that all the terms of this Agreement and any information furnished to Lessee by City in connection therewith shall be and remain confidential. Except with Lessee's lessees, sublessees, employees, attorneys, accountants, brokers, lenders, or as may be deemed necessary in Lessee's ordinary course of business as a publicly traded company, or if otherwise required by law, Lessee shall not disclose any such terms or information without the prior written consent of City. The terms and provisions of this Section shall survive the execution and delivery of this Agreement.

10.24. Time of Performance. Time is of the essence in the performance of each obligation set forth in this Agreement.

10.25. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

**“City”**

LAKE HAVASU CITY,  
an Arizona municipal corporation

---

Cal Sheehy, Mayor

**ATTEST:**

---

Kelly Williams, City Clerk

**APPROVED AS TO FORM:**

---

Kelly Garry, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
LAND LEASE AGREEMENT  
BETWEEN THE LAKE HAVASU CITY  
AND  
TOWERCOM

**Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

All of Parcel A, Tract 2302, Lake Havasu City, Recording No. 72-27110 as recorded December 18, 1972, in the office of the County Recorder, Mohave County, Arizona.

EXHIBIT B  
TO  
LAND LEASE AGREEMENT  
BETWEEN THE LAKE HAVASU CITY  
AND  
TOWERCOM

**Tower Parcel and Plans**

A PORTION OF PARCEL "A" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE POINT OF BEGINNING, BEING 20.00 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY POINT OF THE LEASE AREA;

THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 10.00 FEET; THENCE CONTINUING SOUTH 32°51'05" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 32°51'05" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 57°08'55" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C  
TO  
LAND LEASE AGREEMENT  
BETWEEN THE LAKE HAVASU CITY  
AND  
TOWERCOM

**Licenses**

ACCESS EASEMENT

A 12.00 FOOT WIDE STRIP OF LAND BEING IN PARCELS "A" AND "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE POINT OF TERMINUS, BEING 20.00 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF THE LEASE AREA.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

UTILITY EASEMENT 1

A 8.00 FOOT WIDE STRIP OF LAND BEING IN PARCELS "A" AND "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67; THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, BEING 10.00 FEET NORTHEASTERLY OF THE MOST SOUTHERLY CORNER OF THE LEASE AREA;

THENCE SOUTH 57°08'55" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 32°48'19" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°22'51" WEST, A DISTANCE OF 36.57 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

#### UTILITY EASEMENT 2

A 6.00 FOOT WIDE STRIP OF LAND BEING IN PARCEL "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 59°22'40" EAST, A DISTANCE OF 6.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 33°34'07" EAST, A DISTANCE OF 125.13 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

**SURVEYOR NOTES**

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE COMPANY, ORDER NO.: CTM23073310 EFFECTIVE DATE: 07/12/2023.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

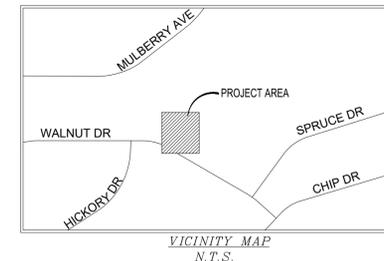
**FLOOD ZONE DESIGNATION**

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 04015C6180G DATED 11/18/2009.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

**LEGEND**

- SPIKE
- ⊠ ELECTRIC METER
- ⊞ POWER POLE
- ⊟ DOWN GUY
- ⊠ FIBER VAULT
- ⊠ DECIDUOUS TREE
- ⊠ BUSH
- ⊠ POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- - - PROPERTY LINE (OTHER)
- - - RIGHT-OF-WAY LINE
- - - CENTERLINE
- - - CHAIN LINK FENCE
- - - EASEMENT LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



**LESSOR'S LEGAL DESCRIPTION (APN: 109-29-232)**

ALL OF PARCEL A, TRACT 2302, LAKE HAVASU CITY, RECEPTION NO. 72-27110 AS RECORDED DECEMBER 18, 1972, IN THE OFFICE OF THE COUNTY RECORDER, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES; AND

EXCEPT ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AND EXCEPT ALL UNDERGROUND WATER IN, UNDER OR FLOWING THROUGH SAID LAND, AND WATER RIGHTS APPURTENANT THERETO, AS RESERVED IN MESNE INSTRUMENTS OF RECORDED.

**PROJECT META DATA**

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 12B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE WEST, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 07/18/23.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY TO TOWERCOM XI-B, LLC AND CHICAGO TITLE COMPANY, THE FOLLOWING:

THIS SURVEYOR HAS RECEIVED AND REVIEWED THAT CERTAIN TITLE REPORT ORDER # CTM23073310, ISSUED BY CHICAGO TITLE COMPANY, DATED JULY 12, 2023, WHICH PROPOSES TO RESEARCH RECORD DOCUMENTS FOR THE LANDS UNDER ITS SCHEDULE B.

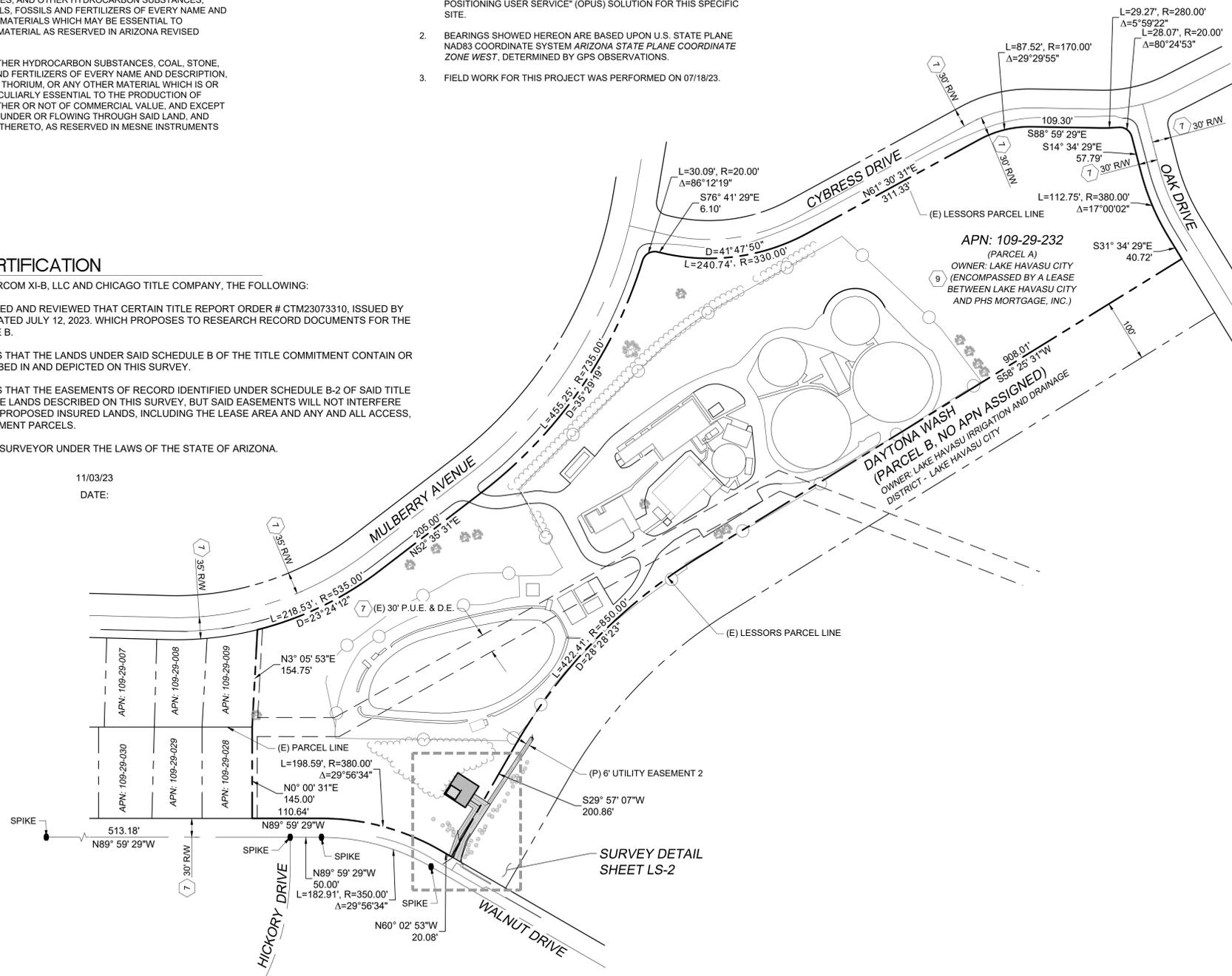
THIS SURVEYOR'S OPINION IS THAT THE LANDS UNDER SAID SCHEDULE B OF THE TITLE COMMITMENT CONTAIN OR INCLUDE THE LANDS DESCRIBED IN AND DEPICTED ON THIS SURVEY.

THIS SURVEYOR'S OPINION IS THAT THE EASEMENTS OF RECORD IDENTIFIED UNDER SCHEDULE B-2 OF SAID TITLE COMMITMENT ENCUMBER THE LANDS DESCRIBED ON THIS SURVEY, BUT SAID EASEMENTS WILL NOT INTERFERE WITH THE LOCATION OF THE PROPOSED INSURED LANDS, INCLUDING THE LEASE AREA AND ANY AND ALL ACCESS, UTILITY AND GUY WIRE EASEMENT PARCELS.

I AM A DULY LICENCED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA.

*rlf*  
RYAN L. FIDLER, R.L.S. 44007

11/03/23  
DATE:



**SCHEDULE B EXCEPTIONS**

5. RESERVATIONS AND RIGHT OF THE SANTA FE PACIFIC RAILROAD COMPANY, INCLUDING, BUT NOT LIMITED TO THE RESERVATION OF OIL, GAS, COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, ALL AS SET FORTH IN DEED RECORDED IN BOOK 305 OF OFFICIAL RECORDS, PAGE 104. (SURVEYORS NOTE: AFFECTS PARENT PARCEL; NO PLOTTABLE MATTERS)
6. THE OBLIGATIONS IMPOSED UPON THE OWNER OF SAID LAND UPON THE DISCOVERY OF OIL AND GAS IN PAYING QUANTITIES, UNDER CERTAIN CONDITIONS, TO DRILL AND PRODUCE ALL WELLS NECESSARY TO PROTECT FROM DRAINAGE BY WELLS ON LAND ADJOINING SAID LAND, AND THE RIGHT OF THE STATE OF ARIZONA, AND ITS ASSIGNS, TO ENTER UPON SAID LANDS AND DRILL ALL WELLS NECESSARY TO PROTECT AGAINST SUCH DRAINAGE, SHOULD THE OWNER FAIL TO DO SO, AS PROVIDED IN 37-231, C. 3, A.R.S. (SURVEYORS NOTE: NO PLOTTABLE MATTERS; DOCUMENT NOT AVAILABLE)
7. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION. (SURVEYORS NOTE: AFFECTS PARENT PARCEL; DEPICTED HEREIN)
8. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDING NO: BOOK 77 OF OFFICIAL RECORDS, PAGE 581 RECORDING NO: BOOK 79 OF OFFICIAL RECORDS, PAGE 555 (SURVEYORS NOTE: NO PLOTTABLE MATTERS; DOCUMENT NOT AVAILABLE)
9. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: GROUND LEASE LESSOR: CITY OF LAKE HAVASU CITY, ARIZONA LESSEE: PHS MORTGAGE, INC. RECORDING DATE: FEBRUARY 14, 1991 RECORDING NO: BOOK 1854 OF OFFICIAL RECORDS, PAGE 471 (SURVEYORS NOTE: AFFECTS PARENT PARCEL; NOTED HEREIN)
10. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: LEASE AGREEMENT LESSOR: PHS MORTGAGE, INC. LESSEE: CITY OF LAKE HAVASU CITY, ARIZONA RECORDING DATE: FEBRUARY 14, 1991 RECORDING NO: BOOK 1854 OF OFFICIAL RECORDS, PAGE 478 (SURVEYORS NOTE: AFFECTS PARENT PARCEL; NO PLOTTABLE MATTERS)

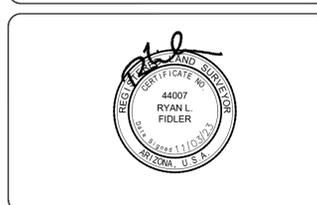
ITEMS 1-6, 8, AND 10 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.



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FIELD BY:	TG
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CHECKED BY:	RLF

REVISIONS		
NO.	DATE	DESCRIPTION
1	11/03/23	FINAL
0	07/28/23	PRELIMINARY



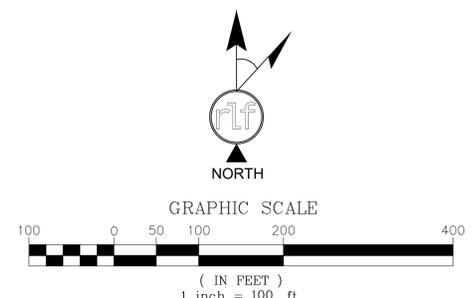
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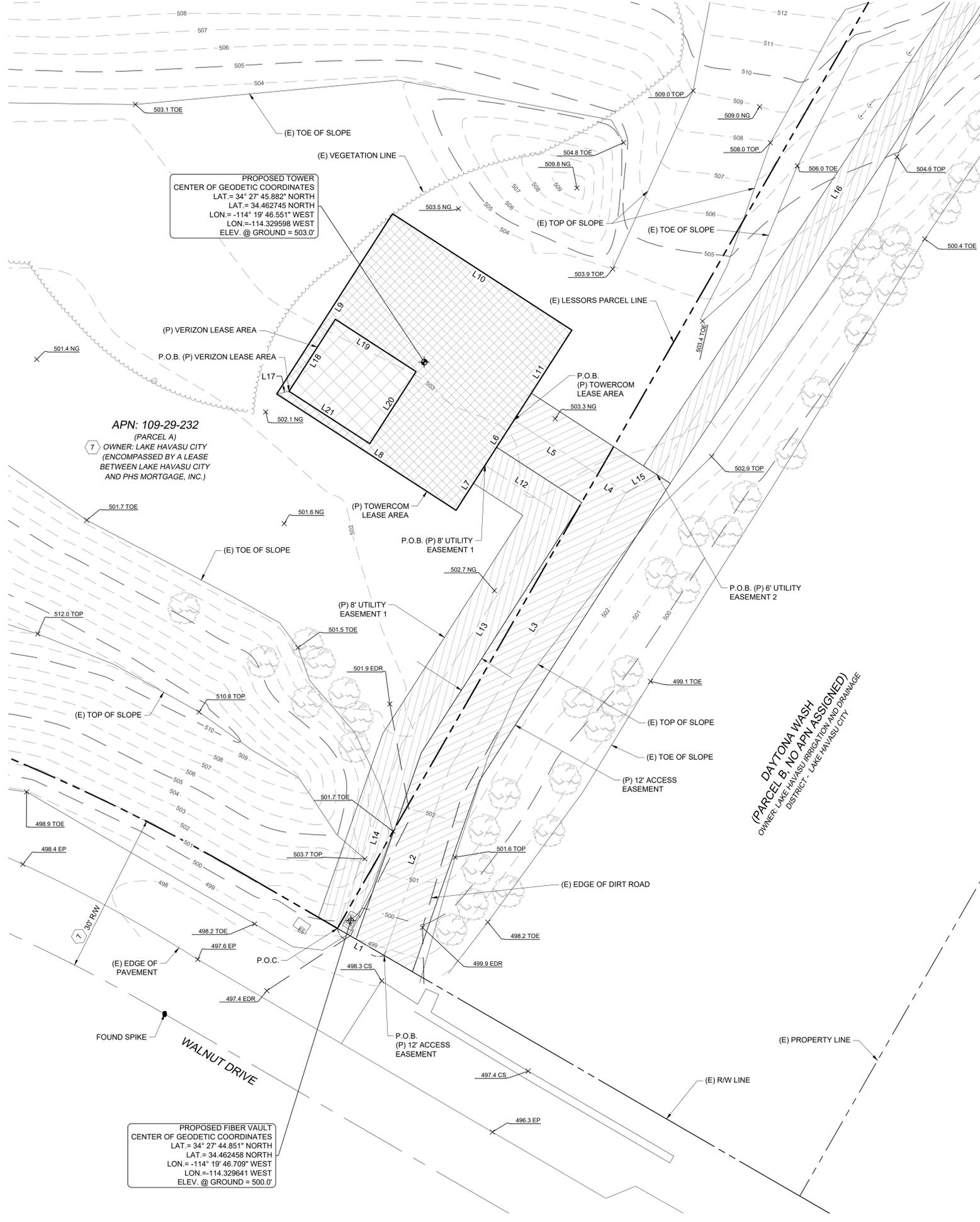
PROJECT No.  
**090062281**  
SITE NAME:  
AZ1 DAYTONA

SITE ADDRESS:  
390 MULBERRY AVE  
LAKE HAVASU CITY, AZ 86403

SHEET TITLE:  
**BOUNDARY DETAIL**

SHEET NO. <b>LS-1</b>	REVISION: <b>1</b>
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PROPOSED TOWER  
CENTER OF GEODETIC COORDINATES  
LAT. = 34° 27' 45.882" NORTH  
LON. = -114° 19' 46.551" WEST  
ELEV. @ GROUND = 503.0'

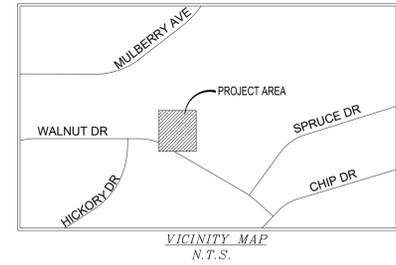
APN: 109-29-232  
(PARCEL A)  
OWNER: LAKE HAVASU CITY  
(ENCOMPASSED BY A LEASE  
BETWEEN LAKE HAVASU CITY  
AND PHS MORTGAGE, INC.)

PROPOSED FIBER VAULT  
CENTER OF GEODETIC COORDINATES  
LAT. = 34° 27' 44.851" NORTH  
LON. = -114° 19' 46.709" WEST  
ELEV. @ GROUND = 500.0'

DAYTONA WASH  
(PARCEL B, NO APN ASSIGNED)  
OWNER: LAKE HAVASU IRRIGATION AND DRAINAGE  
DISTRICT - LAKE HAVASU CITY

### LEGEND

- SPIKE
- ⊕ ELECTRIC METER
- ⊖ POWER POLE
- DOWN GUY
- ⊕ FIBER VAULT
- ⊕ DECIDUOUS TREE
- ⊕ BUSH
- ⊕ POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- CENTERLINE
- CHAIN LINK FENCE
- EASEMENT LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



LINE	LENGTH	BEARING
L1	10.13	S60° 02' 53"E
L2	37.26	N19° 22' 51"E
L3	60.82	N32° 48' 19"E
L4	6.33	N57° 08' 55"W
L5	18.67	N57° 08' 55"W
L6	10.00	S32° 51' 05"W
L7	10.00	S32° 51' 05"W
L8	40.00	N57° 08' 55"W
L9	40.00	N32° 51' 05"E
L10	40.00	S57° 08' 55"E
L11	20.00	S32° 51' 05"W

LINE	LENGTH	BEARING
L12	15.01	S57° 08' 55"E
L13	52.00	S32° 48' 19"W
L14	36.57	S19° 22' 51"W
L15	6.71	N59° 22' 40"E
L16	125.13	N33° 34' 07"E
L17	2.36	N77° 51' 05"E
L18	16.00	N32° 51' 05"E
L19	18.00	S57° 08' 55"E
L20	16.00	S32° 51' 05"W
L21	18.00	N57° 08' 55"W

**ACCESS EASEMENT LEGAL DESCRIPTION**  
A 12.00 FOOT WIDE STRIP OF LAND BEING IN PARCELS "A" AND "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE POINT OF TERMINUS, BEING 20.00 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF THE LEASE AREA.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

**UTILITY EASEMENT 1 LEGAL DESCRIPTION**  
A 8.00 FOOT WIDE STRIP OF LAND BEING IN PARCELS "A" AND "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE POINT OF BEGINNING, BEING 10.00 FEET NORTHEASTERLY OF THE MOST SOUTHERLY CORNER OF THE LEASE AREA;

THENCE SOUTH 57°08'55" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 32°48'19" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°22'51" WEST, A DISTANCE OF 36.57 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

**UTILITY EASEMENT 2 LEGAL DESCRIPTION**  
A 6.00 FOOT WIDE STRIP OF LAND BEING IN PARCEL "B" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 59°22'40" EAST, A DISTANCE OF 6.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 33°34'07" EAST, A DISTANCE OF 125.13 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES TO BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

**TOWERCOM LEASE AREA LEGAL DESCRIPTION**  
A PORTION OF PARCEL "A" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

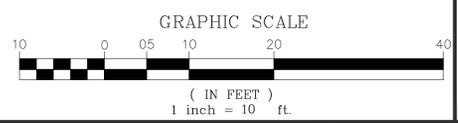
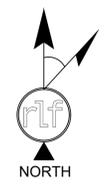
COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE POINT OF BEGINNING, BEING 20.00 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY POINT OF THE LEASE AREA;

THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 10.00 FEET; THENCE CONTINUING SOUTH 32°51'05" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 32°51'05" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 57°08'55" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

**VERIZON LEASE AREA LEGAL DESCRIPTION**  
A PORTION OF PARCEL "A" OF TRACT 2302, LAKE HAVASU CITY, AS SHOWN IN THE MAP RECORDED AT RECEPTION NO. 72-27110 OF MOHAVE COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 18, 1972, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE MOST WESTERLY CORNER OF PARCEL "B"; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL "B" SOUTH 60°02'53" EAST, A DISTANCE OF 10.13 FEET; THENCE DEPARTING SAID LINE NORTH 19°22'51" EAST, A DISTANCE OF 37.26 FEET; THENCE NORTH 32°48'19" EAST, A DISTANCE OF 60.82 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 6.33 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PARCEL "A"; THENCE CONTINUING NORTH 57°08'55" WEST, A DISTANCE OF 18.67 FEET TO THE MOST WESTERLY CORNER OF THE TOWERCOM LEASE AREA; THENCE NORTH 77°51'05" EAST, A DISTANCE OF 2.36 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 32°51'05" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 57°08'55" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 32°51'05" WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 57°08'55" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.



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REVISIONS		
NO.	DATE	DESCRIPTION
1	11/03/23	FINAL
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PROJECT No.  
**090062281**  
SITE NAME:  
AZ1 DAYTONA

SITE ADDRESS:  
390 MULBERRY AVE  
LAKE HAVASU CITY, AZ 86403

SHEET TITLE:  
**TOPOGRAPHIC SURVEY**

SHEET NO. <b>LS-2</b>	REVISION: <b>1</b>
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