

USE AUTHORIZATION AND CONSENT AGREEMENT

**THIS USE AUTHORIZATION AND CONSENT AGREEMENT** ("Agreement") is made and entered into this 1<sup>ST</sup> day of DECEMBER, 2011 (the "Effective Date") by and between **CITY OF LONG BEACH**, a California municipal corporation, its successors and assigns ("Lessor"), and **AMERICAN TOWER DELAWARE CORPORATION**, a Delaware corporation, its successors and assigns ("Sublessee").

RECITALS

**WHEREAS**, Lessor and Los Angeles SMSA Limited Partnership ("Lessee"), entered into that certain Communications Site Lease Agreement (as amended, the "Lease Agreement") dated the 15th day of August, 1995, whereby Lessee obtained the right to use certain real property (the "Property") from Lessor, as more fully described on Exhibit "A" attached hereto, for the purpose of constructing, maintaining and operating a mobile communications facility (the "Communications Facility"), and uses incidental thereto, together with certain easements for access and utilities; and

**WHEREAS**, Sublessee is in the business of the managing wireless communications towers and desires to sublease from Lessee a portion of the Property pursuant to a sublease agreement dated January 19, 2000 (the "Sublease"), together with said easements for access and utilities and certain space on Lessee's tower structure located on the Property, and thereafter to engage in the active co-location of other wireless communications providers ("Sublessee's Tenants") on Lessee's tower; and

**WHEREAS**, in furtherance of Sublessee's business Sublessee desires to erect, construct, install, maintain and/or operate telecommunications equipment in conjunction with the use of the tower and appurtenant ground space by Sublessee's Tenants; and

**WHEREAS**, Sublessee desires to use the Property consistent with the general purposes set forth in the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor and Sublessee hereby agree and contract as follows:

1. **Acknowledgement of Agreement and Application of Terms.** To the best of Lessor's knowledge, as of the date of this Agreement, the Lease Agreement is in holdover status but is otherwise in full force and effect and that neither the Lessor nor Lessee is in default thereunder. Sublessee and Sublessee's Tenants shall be fully bound by the terms and provisions of the Lease Agreement except as expressly authorized by this Agreement.
2. **Sublessee's Authorized Use.** Sublessee shall be granted all rights pursuant to the terms and provisions of the Lease Agreement that are granted to Lessee.
3. **Term.** This Agreement shall commence on the Effective Date specified herein above and shall only be binding and effective upon the parties for that period of time including any renewal, option or extension terms during which the Lease Agreement and the Sublease are both in effect, or for such other periods of time subsequently agreed to by the parties.
4. **One Time Payment.** Pursuant to the Second Lease Amendment 24384 (the "Second Amendment") entered into on November 15, 2001 between the City of Long Beach and Los Angeles SMSA Limited Partnership, dba Verizon Wireless by Airtouch Cellular, a California corporation, Lessor claims that Lessee owes \$144,916.93 in accordance with section 3(g) of the Second Amendment (the "Revenue Share Provision"). Sublessee hereby agrees to pay on behalf of Lessee the sum of One Hundred Nine Thousand Eight Hundred Sixty Five dollars and 78/100 (\$109,865.78) for remittance of all monies owed to Lessor from November 2005 through November 2011. Lessor, on behalf of itself and its heirs, successors, and assigns, hereby remises, unconditionally releases and forever discharges, and promises not to sue, Lessee, Sublessee, and Lessee's and Sublessee's parents, subsidiaries, affiliates, predecessors, licensees, sublessees, agents, representatives, successors, and assigns, and each of their officers, directors, stockholders, owners, employees, agents, and representatives, and all other persons acting on behalf of or

claiming under any of them, from any and all claims, lawsuits, damages, defaults, liabilities, demands, actions or causes of action of any kind or character whatsoever, whether at law or in equity, asserted or unasserted, which Lessor had, now has or may have, whether known or unknown by Lessor, and which arise from the late payment of the revenue share pursuant to the terms of the Revenue Share Provision. The \$109,865.78 shall be paid within ten (10) business days of Lessee's receipt of this Agreement executed by Lessor and the satisfaction of the conditions set forth in this section. As additional consideration, Sublessee shall also pay the remainder of money owed to Lessor pursuant to the Revenue Share Provision, in the amount of Thirty Five Thousand Fifty One Dollars and Fifteen Cents (\$35,051.15) within thirty (30) business days of full execution of either (a) a new lease that effectively supersedes and replaces the existing Lease Agreement between Lessor and Lessee or (b) an amendment to the existing Lease Agreement that extends the term. Nothing in this section shall be construed as terminating the Lease, which, subject to this Agreement, shall continue in full force and effect.

5. **Collocation Fee.** If Sublessee, or anyone acting on its behalf enters into a sublease, license or other agreement with a third party (such third party being referred hereto as a "***Collocator***" and such sublease, license or other agreement being referred hereto as a "***Collocation Agreement***") for the use of any portion of the Property then Sublessee shall pay to Lessor as additional annual rent, to be paid in one lump sum in advance, an amount equal to forty percent (40%) of all scheduled recurring payments owed to Sublessee (or anyone acting on behalf of Lessee) by the Collocator (the "***Collocation Fee***") pursuant to the Collocation Agreement. The initial Collocation Fee for each respective Collocation Agreement in existence as of the Effective Date of this Agreement shall be due within thirty days of the Effective Date. Thereafter, the Collocation Fee shall be due on each annual anniversary of the Effective Date. The Collocation Fee for any future Collocation Agreement entered into after the Effective Date ("***Subsequent Collocation Agreement***") shall be due within 30 days of the date upon which the Subsequent Collocation Agreement becomes effective and shall be adjusted and prorated based on the number of months between the time that the Subsequent Collocation Agreement became effective until the next annual anniversary of the Effective Date, with the proration being calculated over a twelve month period. In the event of a termination of a Collocation Agreement upon which a Collocation Fee has already been paid to Lessor, or in the event of a reduction in the amount owed to Lessee or Sublessee from a Collocator due to an amendment of a Collocation Agreement, Sublessee shall prorate any prepaid Collocation Fee up to the next annual Effective Date of this Agreement and shall be permitted to either: 1) deduct such unearned portion of the Collocation Fee from a future Collocation Fee owed to Lessor from other Collocation Agreements; or 2) deduct such unearned portion of the Collocation Fee from the Base Rent in the form of a rental abatement or rental credit until such unearned portion is exhausted. Together with its payment of the Collocation Fee, Sublessee shall provide Lessor with a summary of the financial records of Sublessee relating solely to the rent, license fees or other recurring payments received by Sublessee from any of Sublessee's subleases, licensees, or other collocation agreements at the Property to which Lessor would be entitled to a Collocation Fee pursuant to paragraph 4 hereof. Sublessee shall retain all such financial records and related documents for a period of at least three (3) years and shall make them reasonably available to Lessor upon advance written request.

6. **Indemnification.** Sublessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by Sublessee and Sublessee's servants, employees, or agents, excepting, however, such claims or damages as may be due to or caused solely by acts of Lessor, its servants, employees, or agents.

7. **Miscellaneous Provisions.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement. Any terms used herein and not otherwise defined in this Agreement shall have the same meaning set forth in the Lease Agreement for said terms. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Signatures appear on the following page

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

Lessor:

Witness:

CITY OF LONG BEACH  
a California municipal corporation

By: [Signature] Assistant City Manager  
Print name: Patrick H. West  
Its: City Manager EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

[Signature]  
Print name: \_\_\_\_\_

APPROVED AS TO FORM

11-3 20 11  
[Signature]  
By: \_\_\_\_\_  
NOTARY PUBLIC  
DEPUTY CITY CLERK

Print name: \_\_\_\_\_

ACKNOWLEDGMENT

State of California  
County of Los Angeles

On 11/30/11, before me, Beverly Gail Nieves  
(Insert Name and Title of the Officer)

personally appeared Suzanne Frick, 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.

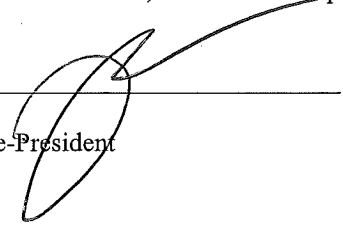
Signature [Signature] (Seal)



Sublessee:

AMERICAN TOWER DELAWARE CORPORATION, a Delaware Corporation

By: \_\_\_\_\_  
Vice-President



RICHARD ROSSI  
Vice President, Contract Management  
Print name: \_\_\_\_\_

**SUBLESSEE NOTARY BLOCK:**

STATE OF MASSACHUSETTS

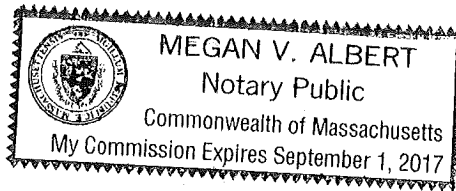
COUNTY OF MIDDLESEX

I, Megan Albert, Notary Public for said County and State, do hereby certify that Richard Rossi personally known to me to be the Vice President, Corporate Development-US Tower, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Woburn, Massachusetts this 8th day of December, 2011.

Megan V. Albert  
Notary Public

My commission expires:  
09/01/2017



**EXHIBIT "A"**  
**(Legal Description of the Property)**

**A portion of land located within the following described parent tract:**

**PARCEL 1:**

LOT 36 OF TRACT NO. 10548, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGE(S) 15 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY AND NORTHWESTERLY OF THE CENTERLINE OF WILLOW STREET, AS DESCRIBED IN A RESOLUTION RECORDED MAY 18, 1961 IN BOOK D1225 PAGE 731, OFFICIAL RECORDS.

ALSO EXCEPT FROM PORTION OF SAID PROPERTY, AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS, IN AND UNDER OR THAT MAY BE PRODUCED AND SAVED FROM THOSE PORTIONS THEREOF LOCATED MORE THAN 100 FEET BELOW THE SURFACE, TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEWER THE SAME, OR ANY PART THEREOF, FROM SAID LANDS, PROVIDED THAT SAID OWNERS SHALL NOT HAVE THE RIGHT TO USE THE SURFACE OF ANY PORTION OF SAID LANDS WITHIN 100 FEET OF THE SURFACE THEREOF, AS DESCRIBED IN DECREE RECORDED IN BOOK 19759 PAGE 377, OFFICIAL RECORDS.

**PARCEL 2:**

LOT 37 OF TRACT NO. 10548, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGE(S) 15 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM PORTION OF SAID PROPERTY, AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS, IN AND UNDER OR THAT MAY BE PRODUCED AND SAVED FROM THOSE PORTIONS THEREOF LOCATED MORE THAN 100 FEET BELOW THE SURFACE, TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEWER THE SAME, OR ANY PART THEREOF, FROM SAID LANDS, PROVIDED THAT SAID OWNERS SHALL NOT HAVE THE RIGHT TO USE THE SURFACE OF ANY PORTION OF SAID LANDS WITHIN 100 FEET OF THE SURFACE THEREOF, AS DESCRIBED IN DECREE RECORDED IN BOOK 19759 PAGE 377, OFFICIAL RECORDS.

ALSO EXCEPT FROM PORTION OF SAID LAND, AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS IN, UNDER OR THAT MAY BE PRODUCED AND SAVED FROM THOSE PORTIONS THEREOF LOCATED MORE THAN 100 FEET BELOW THE SURFACE TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER, TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEWER THE SAME, OR ANY PART THEREOF, FROM SAID LANDS, PROVIDED THAT SAID OWNERS SHALL NOT HAVE THE RIGHT TO USE THE SURFACE OF ANY PORTION OF SAID LANDS WITHIN 100 FEET OF THE SURFACE THEREOF, AS DESCRIBED IN DECREE RECORDED IN BOOK 42660 PAGE 203, OFFICIAL RECORDS.

ALSO EXCEPT FROM PORTION OF SAID PROPERTY, AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS IN, UNDER OR THAT MAY BE PRODUCED AND SAVED FROM THOSE PORTIONS THEREOF LOCATED MORE THAN 100 FEET BELOW THE SURFACE TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID LANDS, PROVIDED THAT SAID OWNERS SHALL NOT HAVE THE RIGHT TO USE THE SURFACE OF ANY PORTION OF SAID LANDS WITHIN 100 FEET OF THE SURFACE THEREOF, AS RESERVED IN DECREE RECORDED IN BOOK 46919 PAGE 216, OFFICIAL RECORDS.

ALSO EXCEPT FROM PORTION OF SAID PROPERTY, THEIR SUCCESSORS OR ASSIGNS, AN UNDIVIDED ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS IN, UNDER OR THAT MAY BE PRODUCED AND SAVED FROM THOSE PORTIONS THEREOF LOCATED MORE THAN 100 FEET BELOW THE SURFACE TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID LANDS, PROVIDED THAT SAID OWNERS SHALL NOT HAVE THE RIGHT TO USE THE SURFACE OF ANY PORTION OF SAID LANDS WITHIN 100 FEET OF THE SURFACE THEREOF, AS RESERVED IN DECREE RECORDED IN BOOK 50331 PAGE 7B, OFFICIAL RECORDS.