

**GROUND LEASE AGREEMENT FOR WIRELESS CELL TOWER
BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC**

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into this 21 day of October, 2026 ("Effective Date"), by and between the CITY OF SANDPOINT, a municipal corporation of the State of Idaho ("Lessor"), and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of a parcel of real property located at 801 Ontario Street, in the City of Sandpoint, County of Bonner, and State of Idaho, as more particularly described in **Exhibit "A"** attached hereto (the "Parent Parcel"), which Parent Parcel is currently utilized as part of a public park; and

WHEREAS, on July 17, 2009, Lessor and TowerCo Assets LLC entered into a Ground Lease Agreement for the lease of a portion of the Parent Parcel for wireless cell tower purposes (the "2009 Lease"); and

WHEREAS, effective October 1, 2012, TowerCo Assets LLC changed its name to SBA 2012 TC Assets, LLC and became an affiliate of SBA Communications Corporation, as evidenced by the Amended and Restated Certificate of Formation filed with the Delaware Secretary of State; and

WHEREAS, the parties now desire to enter into this new Lease with updated terms and conditions that will supersede and replace the 2009 Lease; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, an approximately Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel, together with easements for ingress, egress, and utilities, for continued wireless communications operations.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1 - LEASE OF PREMISES

1.01 Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, an approximately Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel (the "Leased Property"), together with non-exclusive easements for ingress, egress, and utilities for the duration of this Lease (the "Easement"). The Leased Property and the Easement are collectively referred to as the "Premises." The Premises are more particularly described and/or depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

- 1.02 Assignment Rights.** Lessee may assign this Lease with the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 1.03 Supersession of Prior Lease.** On the Commencement Date (defined below), the 2009 Lease between Lessor and TowerCo Assets LLC (predecessor to Lessee) shall terminate and be of no further force or effect, and this Lease shall govern the parties' rights and obligations with respect to the Premises.
- 1.04 Term.** The initial term of this Lease shall be ten (10) years, commencing on October 21, 2026 ("Commencement Date") and ending on September 30, 2036, unless sooner terminated as provided in this Lease ("Initial Term"). This Lease may be extended for two (2) additional ten (10) year terms (each a "Renewal Term"). Lessee may provide written notice of its intent not to renew no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the then-current term; provided however, that Lessor may elect not to renew only if Lessor reasonably determines that the Leased Property is required for a bona fide municipal purpose, including redevelopment or other public benefit or use. In the event Lessor elects not to renew based upon such municipal purpose, Lessor and Lessee shall cooperate in good faith to identify and agree upon a mutually acceptable location on the Parent Parcel for the relocation of Lessee's wireless communications facility. Lessee may elect not to renew only if the communications facility is no longer economically viable, in Lessee's reasonable determination, including if there are no active subtenants of Lessee operating at the site. If neither party provides such notice of non-renewal, the Lease shall automatically renew for the next Renewal Term. Each Renewal Term shall be subject to all terms and conditions of this Lease.
- 1.05 No Warranty of Quiet Enjoyment.** Lessor makes no warranty of quiet enjoyment of the Premises.
- 1.06 No Warranty of Non-interference.** Lessor will provide no interference protection during the term of this Lease.
- 1.07 Condition of Premises .** Lessee has had an opportunity to inspect the Premises and enters into this Lease solely in reliance on Lessee's own examination and not by reason of any representation by Lessor. Lessee accepts the Premises in its present condition "AS IS WHERE IS". Lessee shall not rely on any opinion, material, or information provided by or through Lessor, and Lessee leases the Premises at its own risk, cost, and expense.
- 1.08 Failure to Vacate:** There shall be no holding over by Lessee after the Termination Date. If Lessee is unable to remove equipment due to weather conditions, Lessee shall notify Lessor in writing and continue to pay prorated monthly Rent until removal is complete. If removal is not completed within three (3) months of the Termination Date, Lessee shall be deemed a trespasser and shall owe Lessor the monthly prorated Rent plus ten percent (10%) for each additional month or partial month until vacated. This provision shall not be construed to prevent Lessor from seeking any other relief available at law or in equity.

SECTION 2 - USE OF PREMISES

2.01 Permitted Use. Lessee's use of the Premises shall be to install, maintain, repair, and operate electronic equipment on wireless cell tower as outlined and described in **Exhibit D**. New or amended equipment lists may be added upon written approval by Lessor. Lessor consents to the future increase of the tower's height by Lessee as required by Section 6409 (a) of the Spectrum Act (47 U.S.C. § 1455(a)). Lessee shall obtain any required City of Sandpoint permit(s) for work related to the towers or surrounding leased Premises.

2.02 Reservation by Lessor.

1. Inspection. Lessee shall permit Lessor and persons authorized by Lessor to enter the Premises during business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, Lessor shall provide Lessee at least seven (7) calendar days prior written notice to enable Lessee to arrange to accompany Lessor to protect the integrity of its equipment. An emergency is defined as an event posing an imminent threat of bodily injury, property damage, or critical equipment failure. In the event of an emergency, Lessor and persons authorized by Lessor may enter the Premises and any Improvements thereon at any time without notice. This clause shall not be construed to impose on Lessor a duty to inspect.

2. Compatible Uses. Lessor reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements and licenses over the Premises, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as such uses are compatible with Lessee's permitted use of the Premises. Lessor shall exercise such reserved rights in a manner that does not unreasonably interfere with Lessee's permitted use of the Premises.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. Rent. Lessee shall pay within thirty (30) days of the Commencement Date base rent in the amount of **Twenty-Three Thousand Six Hundred Twenty-Three Dollars and 66/100 Cents (\$23,623.66)** ("Base Rent") **for the period October 01, 2026 through September 30, 2027** and shall pay rent annually thereafter for the remaining term of this Lease, including any Renewal Term(s) as allowed in Section 1.01 of this Lease, and subject to adjustment as set forth in Section 3.02 (collectively, "Rent").

2. Deposit. Lessee shall not be required to pay a deposit for this Lease.

3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On October 01 each year, the Rent will increase by two percent (2%) over the Rent payable during the immediately preceding year, including the portion of rent derived from Sublessees.

b. Equipment Change Adjustment. Rent will be adjusted when new equipment is added to or removed from the Premises based on adopted Lessor Fee Schedule then in effect.

2. Rent from Sublessees. From and after the commencement of any sublease, license or any other occupancy Lease between Lessee and any and all sublessees, licensees, and any other such third parties (collectively, "Sublessees") to occupy the Parcel Site, the Rent shall be due according to Section 3.01 and will be adjusted by two percent (2%) annually on October 01. Such increase in Rent will be prorated from the commencement date of each subsequent occupancy Lease with such Sublessee to the next succeeding January 01. If the term of the sublease, license, or other occupancy agreement with such Sublessee shall expire or terminate prior to the expiration or termination of this Lease, the Rent shall be reduced proportionately to the number of days remaining until the next January 01 date to reflect such expiration or termination.

3. Change in Use. Lessor shall prorate Rent to Lessee to reflect any changes in occupancy made prior to January 01. If Lessee fails to notify Lessor of any additional occupancy or use, Lessor shall charge the value of the use from the date that such occupancy or use began. Should the date that such occupancy or use began be indeterminable, Lessor shall charge no less than one (1) year's Rent.

Lessor shall not be required to refund Rent, or any portion thereof, for removal of any and/or all equipment. Rent will be adjusted for removals upon the next October 01.

4. Change in Costs. Lessor reserves the right to increase the rent or fees described in this Section in the event Lessor's reasonable and documented expenses exceed the periodic increases previously described herein, which shall be paid by Lessee as part of the Rent under this Lease. Lessee shall be provided 60 days' notice of such change in Rent and shall be authorized through an amendment to this Lease signed by both Parties.

3.03 Verification of Percentage Rent

1. Payment Statement. At any time during the term of this Lease, but no more than twice per year beginning with the Commencement Date, Lessor may

require that Lessee submit to Lessor an accurate statement detailing the source and amount of Lessee's receipt of all Sublessee's rent or other similar payments for the lease year (or period owed) (the "Payment Statement"). Each Payment Statement shall be signed and certified to be correct by an individual or officer of Lessee who is fully authorized to execute such statement on behalf of Lessee.

2. Inspection of Records. Lessee shall permit and make available to Lessor all Sublessee Leases, payment records, and all other records related to the computation of Rent, including Rent from Sublessees, owed. Provided, however, Lessee may redact any information that is proprietary and confidential. Inspection of such records may be electronically, City of Sandpoint City Hall, or at a physical location mutually agreeable between Lessor and Lessee. Lessor shall provide Lessee at least fourteen (14) calendar days' prior written notice before Lessor inspects such records. This clause shall not be construed to impose a duty on Lessor to inspect any such records. Prior to, during, and after such inspection by Lessor, Lessee or an authorized representative of Lessee shall maintain physical custody of all such Lessee records.

3. Incorrect Payments. If the Payment Statement or Lessor's inspection of records shows that Lessee failed to notify Lessor of any Sublessee Lease, Lessor shall charge the value of the change in occupancy from the date of the change in occupancy. Should the date of change in occupancy be indeterminable, Lessor shall charge no less than fifteen percent (15%) of one (1) years' Rent. If the Payment Statement or Lessor inspection of records shows that Lessee underpaid Lessor for any Sublessee Lease, Lessee shall immediately pay Lessor the amount owed.

3.06 Utilities. Lessee shall pay or cause to be paid when due, and shall indemnify and hold harmless Lessor and the Premises from all charges for public or private utility services to or for the Premises during the term of this Lease, including without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, garbage collection, and sewage and drainage service, if applicable.

SECTION 4 - SPECIAL REQUIREMENTS

4.01 Electronic Standards. Lessee shall comply with the standards in the "Minimum Wireless Communication Facility Standards", attached as **Exhibit "C"**. Lessor reserves the right to amend the standards set forth in Exhibit "C". Lessee shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

4.02 Compliance with Laws. Lessee shall conform to all applicable laws and regulations of applicable governmental authority affecting the Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines and/or penalties. Lessee shall obtain all federal, State of Idaho, and local permits and licenses necessary to operate under this Lease.

4.03 Fire. To the extent possible, Lessee shall protect the Premises from fire and shall report any fires to Lessor, by phone, as soon as possible.

4.04 Debris. Lessee shall not allow debris or refuse to accumulate within the Premises.

4.05 Frequency Interference. Lessee, upon email notification by Lessor, shall immediately take remedial action to eliminate interference with other operators at the Parent Parcel or at nearby locations caused by Lessee's operations. In the event Lessee fails to eliminate the interference within five (5) days of notification, Lessor will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, Lessor shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, Lessor shall be deemed to have contacted Lessee when Lessor calls and sends emails to:

Regional Site Manager: Doyle Ball

Cell: (503) 791-4395

Email: dball@sbsite.com

and

In the event of an emergency, contact our Network Operations Center at (888) 950-7483 and email at NOCC@sbsite.com.

In the event Lessee's operations continue to cause interference with other operators at this Premises or nearby wireless communication facilities, Lessor reserves the right to designate placement or relocation of antennas. Lessee shall make such placements or relocations at Lessee's own expense.

4.06 New Equipment/Frequencies. Lessee shall not change or add frequencies, equipment or units without submitting new or amended equipment lists for Lessor's prior written authorization. If Lessee fails to comply with this requirement, Lessor shall have the option to declare Lessee in material breach and exercise the rights set forth under Section 6 Default, or to authorize the equipment to remain subject to the rent provisions set forth hereinafter. When Lessee changes or adds frequencies, upon written approval by Lessor, the priority rights for the new frequencies will be the date of approval shown on the new approved equipment lists. A new Lessee operation shall not interfere electronically or physically with an existing Lessee's operations.

If Lessor allows the unauthorized frequencies, equipment or units to remain on the Property, Lessee shall be liable to pay Lessor two time's the Rent for each previously unauthorized frequency, equipment, or unit according to Lessor's adopted Fee Schedule at that time in effect on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by Lessor. After the date of discovery, should Lessor authorize the frequency, equipment, or unit, Lessee shall be liable for single Rent for such frequency, equipment, or unit based on Lessor's adopted Fee Schedule then in effect. Back Rent shall be

calculated based on the installation date of said frequency, equipment, or unit and due upon receipt of invoice from Lessor.

4.07 FCC License. Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission ("FCC"), as applicable. Within thirty (30) days of the beginning of operation and any subsequent renewals, Lessee shall furnish Lessor with a copy of its current FCC license, as applicable, and subsequent renewals to the address as shown on the signature page.

4.08 Hazardous, Toxic, or Harmful Substances.

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Parent Parcel or Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Property, except as approved in writing by Lessor. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from the Parent Parcel or Premises, Lessee agrees that Lessor may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal. Lessee's obligation to reimburse Lessor for removal and disposal shall survive termination of this Lease.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about the Parent Parcel or Premises, any substances subject to regulation under any state or federal government regulation; any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of such Hazardous Substances.

b. Lessee shall immediately notify Lessor and any other required regulatory agencies, as applicable, of any of the following:

- (1) all spills or releases of any Hazardous Substance in, on, or adjacent to the Property;
- (2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended, pertaining to the use, presence, transportation, or generation of any Hazardous Substance in, on, or adjacent to the Property;
- (3) all inspections of the Property by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Property; and
- (4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Property.

Also, on request, Lessee shall provide copies to Lessor of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to the Property.

c. Lessee shall be fully and completely liable to Lessor, and, to the extent permitted by law, shall indemnify and hold harmless Lessor and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, possession, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, Sublessees, contractors, subcontractors, licensees, or invitees and for any other breach of this Section 4.08. Lessee's obligations under this Section 4.08 shall survive termination of this Lease.

4.09 Non-ionizing Electromagnetic Radiation (NIEP). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

SECTION 5 - ASSIGNMENT, INSURANCE, INDEMNITY

5.01 Assignment.

Lessee shall not assign, transfer, or otherwise convey this Lease, or any interest therein, except for subleases with Sublessees, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The consent of Lessor to any one Assignment shall not constitute

a waiver of Lessor's right to consent to subsequent Assignments, nor shall consent of Lessor to any one Assignment relieve any party previously liable as Lessee from any obligations under this Lease. Lessor's consent shall be evidenced only in writing, and acceptance of Rent following an Assignment shall not constitute implied consent.

5.02 Subletting. Notwithstanding the restrictions on Assignment of this Lease, Lessee has the right, to sublease, or otherwise enter into occupancy and use arrangements of the Premises with Sublessees, subject to the terms of this Lease. Upon any permitted subletting in accordance with this Section, Lessee shall provide Lessor prior notice including the name of such Sublessee utilizing the Premises.

5.03 Indemnification and Insurance

1. **Indemnity.** To the extent allowed by Law, Lessee shall indemnify and hold Lessor, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Lessee's wrongful acts or omissions in the performance of its duties under this Lease. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Lessor, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to Lessor specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

2. **INSURANCE:**

At all times material hereto, Lessee shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Lease, naming Lessor as an additional insured on each such policy or policies of insurance. Lessee shall provide Lessor with proof of such insurance for the entire term of this Lease. Lessee shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Lease, naming Lessor as an additional insured on each such policy or policies. All employees of Lessee are deemed its employees only, and Lessee shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to Lessor for the entire term of this Lease. Lessee agrees to indemnify, defend, and hold harmless Lessor, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, Lessee and/or its officers, agents, and employees' acts, errors or omissions under this Lease.

5.04 Name Change. If during the term of this Lease, Lessee changes its name, Lessee shall provide Lessor with documentation legally supporting the name change within sixty (60) days of the effective date of the change.

SECTION 6 - DEFAULT

6.01 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling Lessor to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after Lessor has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this Lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by Lessor, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default within the time periods specified above, all Lessee-Owned Improvements (as defined below) shall at the option of Lessor be removed by Lessee, be removed by Lessor at the cost to Lessee, or become the property of Lessor.

6.02 Reentry. In the event of any default by Lessee, Lessor shall have the right, with or without canceling the Lease, to reenter the Premises and remove all persons and property from the Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in Lessor's discretion at the expense and for the account of Lessee. Lessor shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.

6.03 Termination of Leases. Whether or not Lessor elects to terminate this Lease on account of any default by Lessee and subject to any non-disturbance and attornment Leases, if any, Lessor shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Property. Alternatively, Lessor, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

6.04 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, Lessor shall have the right but not the obligation to make such performance thirty (30) days after expiration of the default cure periods stated in Section 6.01 above. Lessee shall reimburse Lessor for any Lessor documented expenditure to correct Lessee's failure to perform.

6.05 Remedies Cumulative. The specified remedies to which Lessor or Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor or Lessee may lawfully be entitled in case of any breach or threatened breach by Lessor or Lessee of any provision of this Lease.

6.06 Insolvency. If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at Lessor's option, constitute a material breach by Lessee.

SECTION 7 IMPROVEMENTS

7.01 Utilities. Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to Lessor, to check the Premises for buried utilities.

7.02 Improvements. "Improvements" means anything considered a fixture in law placed upon or attached to the Premises that has changed the value of the Premises or any changes in the previous condition of the fixtures that changes the value of the Premises, including without limitation any buildings, support structures, generators, and fuel tanks.

1. Unauthorized Improvements. Lessee shall not construct any Improvements unless authorized in writing by Lessor. All Improvements made on the Property without the written consent of Lessor are unauthorized and shall, at the option of Lessor, be removed by Lessee, be removed by Lessor at the cost to Lessee, or become the property of Lessor.

7.03 Maintenance and Repair of Premises. Lessee shall maintain and repair tower and equipment at Premises, at its own cost.

7.04 End of Term. Disposition of any Lessee owned out buildings, antennas, mounting hardware, cables, cable housing, radio units, batteries, duplexers, and all other personal property on the Premises ("Equipment"), and all other equipment or structures, including the wireless cell tower depicted on **Exhibit "B"** ("Wireless Cell Tower") shall be disposed of in accordance with the following terms and conditions:

1. Upon termination of this Lease, all Equipment and Wireless Cell Tower, as well as including impervious surfaces and/or outbuildings, constructed or installed by or at the direction of Lessee, as may be applicable, shall be removed from the Premises, except as otherwise provided in this Lease or as Lessee and Lessor otherwise agree in writing.
2. For any Equipment or Wireless Cell Tower or others referenced in 7.04(1) left on the Premises after the Termination Date, Lessor shall have the right, at its option,

to (i) deem any or all of such Equipment, Wireless Cell Tower, and/or others referenced in 7.04(1) abandoned and take ownership thereof; or (ii) remove, sell, or dispose of as Lessor sees fit, in accordance with all applicable laws.

3. If Lessor removes any Equipment or Wireless Cell Tower or others referenced in 7.04(1) from the Premises as permitted herein, Lessee shall reimburse Lessor for costs in excess of the initial rent deposit received and invoiced for any direct costs in excess of the rent deposit, as applicable. Lessee will not receive a reimbursement of the rental deposit should any equipment or Lessee-Owned improvements left on the Premises for longer than thirty (30) days following the termination date of the Lease.
4. Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee shall retain ownership of their Equipment, Wireless Cell Tower, and others referenced in 7.04(1) if the term of this Lease is extended by mutual written Lease of Lessor and Lessee or if Lessee re-leases the Property under a new lease with Lessor.

SECTION 8 - MISCELLANEOUS

8.01 Non-Waiver. Waiver by either party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision or of any other provision of this Lease in the future.

8.02 Attorney Fees and Controlling Law. This Lease is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Lease, the prevailing party may recover its reasonable attorney fees.

8.03 Notices.

1. Any notice given under this Lease shall be deemed received when delivered by messenger, courier services, overnight delivery service, or upon posting if sent by registered certified mail, return receipt requested. to the address given by each party in the signature block of this Lease. Changes of address may be given in accordance with this section.
2. Lessee shall notify Lessor within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

8.04 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in the Premises or any Improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding property or any part thereof under

this Lease. If any such lien is filed against Lessee's leasehold interest or any Improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

8.05 Force Majeure. Lessor's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of Lessor or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics or labor strikes.

8.06 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced. Such references must be approved by Lessor prior to removal of said corners, reference points or monuments.

8.07 Proprietary Information/Public Disclosure. Materials or information submitted as required in this Lease shall become public records within the meaning of Idaho Statute §74-102, Public Records Act. Any submitted materials or information that Lessee claims as exempt from disclosure under the provisions of Idaho Statute §74-102 must be clearly designated and submitted in writing to Lessor. The page must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified as allowed within Idaho Statute §74-102.

Lessor will consider a Lessee's request for exemption from disclosure; however, Lessor will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. Marking the entire submitted materials or information exempt from disclosure cannot be honored.

8.08 Recitals Incorporated. The Recitals set forth above are true and correct and are hereby incorporated into and made a part of this Lease.

8.09 Effective Date. The effective date of this Lease shall be October ,21 2026 ("Effective Date").

[Signatures on Following Page]

NOW THEREFORE, the parties by their authorized signing officers have executed this Lease:

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487

Name: Jeremy Grimm
Title: Mayor

Name:
Title:

ATTEST

Name:
Title: City Clerk

[Acknowledgments on Following Page]

EXHIBIT A
PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

All of Government Lot 1 in Section 27, Township 57 North, Range 2 West, Boise Meridian, lying West of the line described as follows: Beginning at the North Quarter corner of said Section 27; running thence southerly along the center line of said Section extended to Lake pend Oreille.

EXCEPTING therefrom the tract hereby conveyed all roads and streets laid out or dedicated by plat heretofore for record.

AND ALSO EXCEPTING any portion lying within Ontario Street and Ella Avenue.

**EXHIBIT B
PREMISES MAP**





Photos of Wireless Cell Tower at Premises

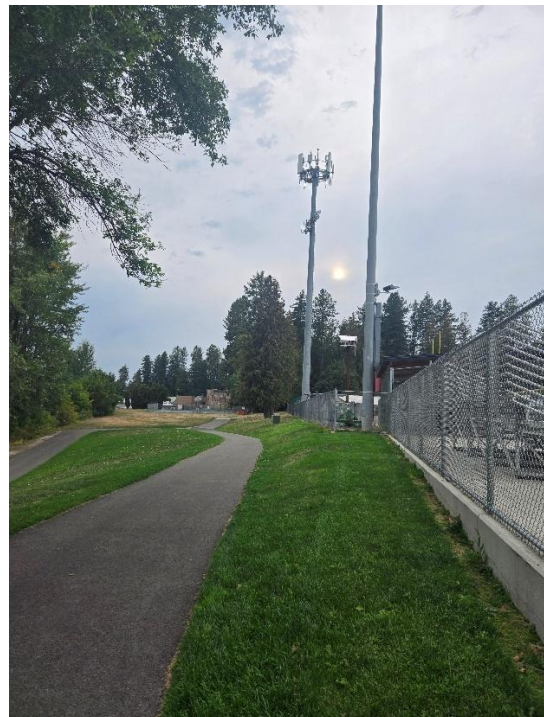




EXHIBIT C
MINIMUM WIRELESS COMMUNICATION SITE STANDARDS

1. Lessor retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with Parcel Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the Premises will be identified with Exhibit D, Equipment List.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of Lessor.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
 - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common property, series cavities need be incorporated.

4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - i. All loose wire or metal objects are to be removed from the tower and Parcel Site. Metal fencing should be vinyl coated.
 - j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."

- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicon Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
 - l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.
 - m. Installation personnel shall provide and install a water tight cable boot at the cable entry port when installing cables from the tower into the building.
- 5. Interference Policy Statement:
 - a. In the event radio interference (RI) or physical interference occurs, all users of the Parcel Site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
 - b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
 - c. Lessor has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem.
- 6. These are minimum standards of good engineering practices in the operation and maintenance of wireless communication Sites. These standards will be revised as deemed necessary by Lessor or as required by law.
- 7. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. Lessor has the right to require Lessee to provide additional interference protection devices for existing and new Parcel Site users to reduce interference and accommodate Parcel Site growth.

- c. Lessor has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate Parcel Site growth.
- 9. Electrical Standards:
 - a. Only assigned electrical outlets shall be used.
 - b. Additions or modifications shall not be made to any electrical distribution system without first securing Lessor's written permission.
 - c. Access to the panel board is provided for the circuit breaker to the user's assigned outlets.
 - d. Equipment and units shall have internal fusing to protect the supply circuit.
- 3. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

EXHIBIT D
TRANSMISSION FACILITIES INFORMATION SHEET

T-Mobile Equipment

	Final
Qty:	3
Type:	Radio
Manufacturer:	Nokia
Model:	AHFIG
Dimensions:	28.7" x 12.9" x 5.6"
Weight:	70.6 lbs.
Center:	98'
	Final
Qty:	3
Type:	Antenna/radio
Manufacturer:	Nokia
Model:	AEHC
Dimensions:	35.4" x 22.8" x 8.3"
Weight:	99.2 lbs.
Base:	96.5'
Center:	98'
Tip:	99.5'
Down Tilt:	____°
Orientation:	0°, 100° & 240°

	Final
Qty:	3
Type:	Radio
Manufacturer:	Nokia
Model:	AHLOA
Dimensions:	26.61" x 14.53" x 6.22"
Weight:	70.54 lbs.
Center:	98'

Verizon Equipment:

Qty:	3
Type:	Antenna/radio
Manufacturer:	Ericsson
Model:	AIR 6419 B41
Dimensions:	34.5" x 20" x 8"
Weight:	68.5 lbs.
Base:	119.13'
Center:	120.56'
Tip:	122'
Orientation:	50°, 250° & 320°

Qty:	3
Type:	Antenna/radio
Manufacturer:	Ericsson
Model:	AIR3283
Dimensions:	47.2" x 20" x 12"
Weight:	110 lbs.
Base:	118.07'
Center:	120.03'
Tip:	122'
Orientation:	50°, 250°, 320°

Qty:	3
Type:	Radio
Manufacturer:	Ericsson
Model:	4490
Dimensions:	17.5" x 15.2" x 6.8"
Weight:	68.4 lbs.
Center:	118'