

Contract Review Sheet

Lease Agreement

PW-7096-26

Title: SBA Communications Tower Lease Agreement

Contractor's Name: SBA TOWERS IV, LLC

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: September 1, 2026

Expires: September 1, 2031

Original Contract Amount: \$ 145,876.67

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 145,876.67 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Department

Description of Services or Grant Award

SBA Communications Tower Lease Agreement OR47608-A-03 Marion County Public Works at Eastview ESTV/Eastview Lane (tower space at Eastview Lane radio site).

Initial term amount due September 1, 2026, of \$2,200.00 per month for a total of \$26,400.00. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year for an initial 5-year agreement total of \$145,876.67.

Lease agreement will automatically renew four (4) additional terms of five (5) years each.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 4/7/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

 05/11/2026
Finance - Contracts Date

 _____
Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 3, 2026

Department: Public Works

Title: Contract PW-7096-26, SBA Communications Tower Lease Agreement

Management Update/Work Session Date: 4/30/2026 Audio/Visual aids []

Time Required: 5 min Contact: Brian Nicholas Phone: 7944

Requested Action: Approve Contract PW-7096-26 with SBA Towers IV LLC Lease Agreement OR47608-A-03 Marion County Public Works at Eastview ESTV/Eastview Lane (tower space at Eastview Lane radio site).

Issue, Description & Background: Marion County is constructing a new county wide public safety radio system for use by first responder agencies and other users. The attached lease is for the installation of equipment on the radio tower, which is owned by SBA Communications Marion County will pay \$2,200.00 per month for a total of \$26,400.00. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year for an initial 5-year agreement total of \$145,876.67. Lease agreement will automatically renew four (4) additional terms of five (5) years each.

Financial Impacts: The cost of construction is a budgeted expense in the current fiscal year under CIP 22-308. The annual utility fee will be paid by the Public Works Communications Program.

Impacts to Department & External Agencies: Completion of this project will benefit first responder agencies and the general public by providing a resilient and unified interoperable radio communications platform.

List of attachments: Contract # PW-7096-26

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.05.11 08:09:54 -07'00'

Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA TOWERS IV, LLC**, a Delaware limited liability company (“Owner”) leases to **MARION COUNTY PUBLIC WORKS**, a government entity (“Tenant”), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter (“Shelter”) for Tenant’s base station equipment consisting of approximately N/A square feet; and space required for Tenant’s cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the “Site”). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the “Equipment”). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner’s other tenants.

2. **Term.** The “Initial Term” of this Agreement shall be five (5) years beginning on the date set forth below (“Commencement Date”) and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a “Renewal Term”) of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or September 01, 2026.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of Two Thousand Two Hundred Dollars and Zero Cents (\$2,200.00) (“Rent”), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not

executed by Tenant and returned to Owner by August 31, 2026.

4. **Security Deposit. Intentionally Omitted.**

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner or lessee under a ground lease (“Ground Lease”); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner’s right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant’s sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner’s rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner’s prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.



Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

7. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Marion County Public Works
5155 Silverton Rd. SE
Salem, Oregon 97305-3802

Owner: SBA Towers IV, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: OR47608-A-03/Eastview

Rental Payments: SBA Towers IV, LLC
PO Box 935406
Atlanta, GA 31193-5406
Attn: Accounts Receivable
RE: OR47608-A-03/Eastview

9. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study

performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial



Site ID: OR47608-A-03
 Site Name: Eastview

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 Tenant Site Name: Eastveiw Lane

compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** Tenant is a self-insured government agency and shall provide Owner with a statement of self-insurance.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right



Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30)

days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.



Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Except as otherwise required under Oregon Revised Statute 192, Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so

shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The Addendum and following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

TENANT: MARION COUNTY PUBLIC WORKS, a government entity
(see attached Marion County Signature Page)

By: Brian Nicholas
Title: Director
Tax ID: 93-6002307
Address: 5155 Silverton Rd. SE
Salem, OR 97305-3802

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER: SBA TOWERS IV, LLC, a Delaware limited liability company

By: Donald Day, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing

Tax ID: 45-4817367
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____



**SIGNATURE PAGE FOR
LEASE AGREEMENT EASTVIEW ESTV/EASTVIEW LANE - PW-7096-26
between
MARION COUNTY and SBA TOWERS IV, LLC**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: *Brian Nicholas* 05/14/2026
Brian Nicholas (May 14, 2026 13:06:24 PDT)
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 05/11/2026
Marion County Contracts & Procurement Date

SIGNATURE

Authorized Signature: _____
Date

Title: _____

Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

ADDENDUM TO ANTENNA SITE AGREEMENT

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated _____ by and between **SBA TOWERS IV, LLC** ("Owner") and **MARION COUNTY PUBLIC WORKS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: MARION COUNTY PUBLIC WORKS

By: Brian Nicholas
Title: Director

OWNER: SBA TOWERS IV, LLC

By: Donald Day, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing



Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

**EXHIBIT A
SITE DESCRIPTION**

Site located at: 4830 Eastview Ln, situated in the City of Silverton,
County of Marion, State of Oregon 97381

Legal Description:

Real property in the County of Marion, State of Oregon, described as follows:

The following tract of land being a portion of the Northeast Quarter of Section 2, Township 7 South, Range 1 West, Willamette Meridian in Marion County, Oregon, described as follows:

Beginning at a point located South 16° 50' 18" West a distance of 1358.98 feet from the Northeast corner of Section 2, Township 7 South, Range 1 West, Willamette Meridian, Marion County, Oregon, also being the Southeast corner of property conveyed to James and Patricia Anne Heintz in Volume 691, Page 4, Deed Records, Marion County Oregon, thence, parallel to the East line of said Section 2, South 0° 06' 12" East a distance of 275.00 feet; thence, perpendicular to the said East line South 89° 53' 48" West a distance of 250.00 feet; thence North 0° 06' 12" West a distance of 127.47 feet; thence North 44° 15' 90" West a distance of 168.35 feet; thence, North 0° 06' 12" West a distance of 139.16 feet; thence, North 89° 53' 48" East a distance of 20.00 feet; thence, North 0° 12' West a distance of 382.41 feet; thence, South 80° 37' 46" East a distance of 30.42 feet to the West line of property conveyed to James and Patricia Anne Heintz in Volume 650, Page 560 in Deed Records, Marion County, Oregon; thence along the West line of said Heintz property, South 0° 06' 12" East a distance of 489.80 feet to the South line of property conveyed to James and Patricia Anne Heintz in Volume 691, Page 4, in Deed Records, Marion County Oregon; thence along the South line of said Heintz property, North 89° 53' 48" East a distance of 317.28 feet, more or less, to the point of beginning.

Together with a nonexclusive use of roadway as set forth in Volume 337, Page 375, and Volume 650, Page 560, Deed Records for Marion county, Oregon.

Latitude: 44° 59' 40.76"

Longitude: -122° 45' 57.82"



Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

EXHIBIT B

ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

Antennas:	Two (2) Total		
Quantity:	One (1)	One (1)	
Type:	Collinear (RX) Omni	Dipole (TX)	
Manufacturer:	RFI	Sinclair	
Model:	CC807-09	SE414-SWBPALDF (D00)	
Dimensions:	10.3' x 3"	53" x 8.5" x 2.9"	
Weight:	30.9 lbs.	19.5 lbs.	
Mounting Base:	120'	105'	
Mounting Center:	125.15'	107.21'	
Mounting Tip:	130.3'	109.42'	
Mounting Orientation:	165°	165°	
Mounting Downtilt:	___°	___°	
Location:	SE Face	SE Face	
Cable:	Three (3) Total		
Number of Lines:	One (1)	One (1)	One (1)
Cable Type:	Coax	Coax	Coax
Cable Size:	7/8"	7/8"	1/2"
Antenna Mounts:	Four (4) Total		
Quantity:	One (1)	One (1)	One (1)
Type:	4' Standoff Arm	4' Standoff Arm	Tri-Collar Assembly
Manufacturer:	Sabre	Sabre	Sabre
Model:	C10114004	C10114004	C10112378
Dimensions:	4'	4'	12"-60" Monopole
Weight:	78 lbs.	78 lbs.	366 lbs.
Mounting Center:	127'	120'	105'
Quantity:	One (1)		
Type:	4' Standoff Arm		
Manufacturer:	Sabre		
Model:	C10114004		
Dimensions:	4'		
Weight:	78 lbs.		
Mounting Center:	105'		



Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

Dishes: Two (2) Total
 Quantity: One (1) One (1)
 Type: HP HP
 Manufacturer: Commscope Commscope
 Model: VHLP3-11W VHLP4-11W-4WH
 Dimensions: 3' x 3' x 15.2" 4' x 4' x 30.2"
 Weight: 37 lbs. 71 lbs.
 Mounting Center: 127' 120'
 Mounting Orientation: 100° 341°
 Mounting Downtilt: 2° 4°
 ERP: 61.99 dbm 64.14 dbm

Cable: Two (2) Total
 Number of Lines: One (1) One (1)
 Cable Type: Coax Coax
 Cable Size: 1.319" 1.319"

Dish Mounts: Ten (10) Total
 Quantity: Two (2) Two (2) One (1)
 Type: Quad- Collar Assembly 2' Standoff Arm Tower Face Mount Strut Support
 Manufacturer: Sabre Sabre Sabre
 Model: C10110300 C10114002 C10153435
 Dimensions: 12" - 52" Monopole 2" x 8" 28" x 12"
 Weight: 240 lbs. 53 lbs. 52 lbs.
 Mounting Center: 127' 127' 127'

Quantity: Two (2) Two (2) One (1)
 Type: Quad-Collar Assembly 2' Standoff Arm Tower Face Mount Strut Support
 Manufacturer: Sabre Sabre Sabre
 Model: C10110300 C10114002 C10153435
 Dimensions: 12"-52" Monopole 2' 28" x 12"
 Weight: 240 lbs. 53 lbs. 52 lbs.
 Mounting Center: 120' 120' 120'

Tower Mounted Amplifiers (TMAs):
 Quantity: One (1)
 Manufacturer: tait
 Model: NPD3633A-TTA
 Dimensions: 13" x 5" x 4"
 Weight: 10 lbs.
 Mounting Center: 120'

Remote Radio Units (RRUs): N/A

RRU Modules: N/A

DC Surge Suppression Systems: N/A

Ground Space Requirements: N/A - equipment to be installed outside Owner's compound

ERP: N/A

Transmitter Operating Power: N/A

Generator: N/A

Frequencies: Transmit: 746-960 MHz
 Receive: 746-960 MHz



Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT



Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

NOT FOR EXECUTION

After recording return to:

STATE OF OREGON

COUNTY OF MARION

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 20__, between **SBA TOWERS IV, LLC**, a Delaware limited liability company "Owner" and **MARION COUNTY PUBLIC WORKS**, a government entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately N/A square feet at that certain site "Site" located at 4830 Eastview Ln, City of Silverton, County of Marion, State of Oregon 97381, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: MARION COUNTY PUBLIC WORKS, a government entity

Witness:_____

By:

Title:

Print Name:_____

Fed Tax ID: 93-6002307

Address: 5155 Silverton Rd. SE
Salem, OR 97305-3802

Witness:_____

Date: _____

Print Name:_____



Site ID: OR47608-A-03
Site Name: Eastview

Tenant Site ID: ESTV
Tenant Site Name: Eastveiw Lane

EXHIBIT D

MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

1. Pre-Installation Standards

Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until written (NTP) approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins including, but not limited to mount models, antenna and radio models; transmission line quantity, weight, size and placement; base station equipment layout. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Safety Requirements: All Contractors must be familiar with SBA specific Safety Policies and Procedures. In an event there are any incidents occurred during construction, such events must be reported to Owner immediately.

2. Installation

- (a) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (b) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (c) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All external ground leads connecting to the site ground system shall be enclosed in a 1/2" non-metallic liquid-tight conduit. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (d) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved.
- (e) All equipment cabinets will be identified with a UV-rated placard on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (f) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not zinc plated. All hardware must be installed according to the manufacturer's installation instructions and have locking hardware installed. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.
- (g) All transmission lines are to be secured with factory hoist grips every 150', or as recommended by the manufacturer and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic tie wraps and/or bandit type hangers will not be accepted. Beam clamps or angle adapters shall never be utilized to anchor hoisting grips. Instead, all hoisting grips shall be secured to a tower structural member via galvanized pinned shackles attached directly to the grip and a tower structural member. If a designated anchorage location is not available, a length of a load rated hot dipped galvanized chain shall be used. Shackles and chains shall be capable of supporting a minimum of 500 lbs. or the weight of the cable being supported, whichever is greater.
- (h) All transmission lines must be properly secured, and snap-ins installed at the time of the installation. Under no circumstances shall any transmission lines be free hanging or left unattended and must be immediately snapped-in.

Site ID: OR47608-A-03
 Site Name: Eastview

Tenant Site ID: ESTV
 Tenant Site Name: Eastveiw Lane

- (i) All transmission lines must be routed as outlined in the Structural Analysis. Transmission lines may never be installed on tower legs and must utilize waveguide ladders.
- (j) All steel components must be in compliance of AWS D1.1, TIA/EIA 222 Latest Revision, ASTM A123, ASTM, A325, ASTM A36, ASTM A53, AISC Manual of Steel Construction 14TH Edition TIA-5053.
 - a) Steel components being installed must match the steel manufacturer's make and model numbers which were approved in structural/mount analysis.
 - b) All steel modifications to mounts or tower structure must be pre-approved and follow the structural/mount analysis.
 - c) All sector frames and platforms should have a TIA-5053 Classification, and, if provided, plate or label must be installed.
- (k) Antenna centerlines shall be within +/- 6in from the steel manufacturer's allotted centerline requirements and in accordance to TIA-5053. Antennas shall never be cantilevered unless structural/mount analysis have been provided directing this type of installation.
- (l) All mechanical ground and power terminations shall have a thin layer of Sanchem "NO-OX-ID A-Special" grease applied prior to termination for corrosion mitigation. No zinc-based (Noalox) No-Ox is permitted.
- (m) All conduit must be installed at a minimum depth of 30" or 5" below frost line. All ground ring systems must be installed at a minimum of 36". Conduits shall be routed along the perimeter of site compound when possible with metal trace tape installed. All disturbed soil must be compacted with mechanical tempers to prevent sagging.

3. **General** - Tenant must comply with any applicable instructions regarding any Site security system.

- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the site, ensure that all gates are locked and, if there is a security system, it is armed.
- (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
- (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
- (d) Do not adjust or tamper with thermostats or HVAC systems.
- (e) Access to the shelter roof is restricted to authorized maintenance personnel.
- (f) All Contractors and site visitors must contact SBA NOC upon entering the site
- (g) Contractors shall not affect existing Safety climb systems without notifying Owner. It will be Contractor's responsibility to correct any trapped or damaged Safety climb systems.
- (h) Lighting systems shall never be obstructed.

Contact quality@sbsite.com or asksafety@sbsite.com for questions regarding SBA Quality/Safety.



Certificate Of Completion

Envelope Id: 9415D18B-9997-48D2-A893-80999B96AF47 Status: Sent
 Subject: Please eSign Lease App ID#287989 OR47608-A-03 Marion County Eastview ESTV/Eastveiv Lane
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 Source Envelope:
 Document Pages: 15 Signatures: 0 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Michele Lignelli
 AutoNav: Enabled 8051 Congress ave
 Envelopeld Stamping: Enabled Boca Raton, FL 33487
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) MLignelli@sbsite.com
IP Address: 54.186.168.68

Record Tracking

Status: Original Holder: Michele Lignelli Location: DocuSign
 4/22/2026 3:16:02 PM MLignelli@sbsite.com

Signer Events

Signer Events	Signature	Timestamp
Patrick Hoover phoover@rtspnw.com Security Level: Email, Account Authentication (None)	Completed Using IP Address: 2600:100f:b19f:99fb:79b3:7ea7:e090:ce2a Signed using mobile	Sent: 4/22/2026 3:23:35 PM Resent: 4/30/2026 4:43:23 PM Viewed: 4/30/2026 4:43:46 PM Signed: 4/30/2026 4:43:52 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/30/2026 4:43:46 PM
 ID: 8cea158b-9266-4b69-87ec-11707c848ef7

Brian Nicholas bnicholas@co.marion.or.us Security Level: Email, Account Authentication (None)		Sent: 4/30/2026 4:43:54 PM Viewed: 4/30/2026 4:54:32 PM
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Electronic Record and Signature Disclosure:
 Accepted: 4/30/2026 4:54:32 PM
 ID: 52597540-243b-4d08-bfde-3e0e411da0aa

Michele Lignelli
MLignelli@sbsite.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Site Leasing DS Processing
 siteleasingdsprocessing@sbsite.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/30/2026 4:45:54 PM
 ID: 5c165966-ad3c-46fa-a6e9-19607c94b69e

Donald Day
DDay@sbsite.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 8/5/2021 10:43:50 AM
 ID: 184bd85e-c377-47d1-b3b4-4a19798f8725

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Tatise Benite tbenite@sbsite.com Business Operations Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/22/2026 3:23:34 PM
Joe Rozanc JRozanc@sbsite.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/15/2021 3:24:28 PM ID: 08ad531f-78cc-4bcb-b2b0-0e873cf943ff	COPIED	Sent: 4/22/2026 3:23:34 PM Viewed: 4/30/2026 7:14:34 PM
Site Leasing FE Copy siteleasingfecopy@sbsite.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 3:23:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SBA Communications Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dsmith@sbsite.com

To advise SBA Communications Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dsmith@sbsite.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SBA Communications Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dsmith@sbsite.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SBA Communications Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dsmith@sbsite.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SBA Communications Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SBA Communications Corporation during the course of your relationship with SBA Communications Corporation.