



AGENDA

FACILITIES COMMITTEE MEETING

Wednesday, January 17, 2024, at 10:00 A.M.

Administrative Office, 1st Floor Community Room

138 S. Brandon Rd., Fallbrook CA 92028

In accordance with California Government Code Section 54953 teleconferencing will be used for this meeting. Board members, staff and members of the public will be able to participate by webinar by using the following link:

<https://us02web.zoom.us/j/83237333101?pwd=cnFlby94WDBabVIIYnppeUMxK2F1UT09>

Meeting ID: 832 3733 3101 Passcode: 140678 Participants will need to download the Zoom app on their mobile device. Members of the public will also be able to participate by telephone using the following dial in information: +1-669-900-6833 Meeting ID: 832 3733 3101 Passcode:140678

1. CALL MEETING TO ORDER/ROLL CALL

2. PUBLIC COMMENTS - ANNOUNCEMENT

Members of the public may address the Board regarding any item listed on the Agenda at the time the item is being considered. Members of the public attending in-person need to fill-out a "Request to Speak" card and those attending by webinar need to raise their hand at this time and identify the Agenda item they would like to speak on. The Board has a policy limiting any speaker to not more than five minutes.

3. DISCUSSION ITEMS

Ongoing/Completed Projects at the Community Health & Wellness Center

- a) Building B- Education Rooms 3-6 Conversion
 - Building A- Community Room 2 HVAC systems-
- b) House of Wellness
 - i. Update for ADA compliance
- d) FirstNet/AT&T Public Safety Communications Tower
- c) ADA accessible ramps
 - Bldg A to Bldg B
 - Parking Lot to lower field

4. BOARD MEMBER COMMENTS AND FUTURE AGENDA ITEMS-

5. ADJOURNMENT -

I certify that on January 12, 2024, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 24 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.

A handwritten signature in blue ink, appearing to read 'Rachel Wilkins', is written over a horizontal line.

Executive Assistant/Board Clerk

Proposal

JW Mechanical

Lic. No. 1086619

814 Pizzo Lane - Fallbrook, CA 92028

Phone: 760.622.0103

Proposal No.: 163612623

Proposal Date: 12/6/2023

Customer: Fallbrook Health
1636 E. Mission Rd
Fallbrook CA

Contact: Rachel
Phone: 760-731-9187
Email:

Work to be done:

Install and duct two new heat-pumps in building A

Quantity	Item
2	5-ton Air Temp Heat Pumps
2	Line-Sets. 7/8x3/8
2	Drain Pump and Drain
2	Digital Programmable Thermostats
2	Supply and Return Ducting
1	Installation Labor

Description:	Install and duct two new heat-pumps in building A
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Total: \$19,785.00



Fallbrook (FALL03) FirstNet/AT&T Project

1636 E Mission Rd. Fallbrook, CA

January 2024

Private and Confidential



FirstNet™





CALIFORNIA FIRE CHIEFS ASSOCIATION

1851 Heritage Lane, Ste. 138 • Sacramento, CA 95815

Off: 916-923-9455 www.CalChiefs.org

California Fire Chiefs Association Resolution

The California Fire Chiefs Association hereby supports expanding the Nationwide Public Safety Broadband Network (Firstnet) dedicated to first responders.

WHEREAS: over 81% of all calls to 911 are via cellular phones, and

WHEREAS: the people we are sworn to serve benefit from improved and reliable cellular coverage during an emergency, and

WHEREAS: Public Safety responders use cellular networks to communicate with the community important actions such as evacuation notifications, amber alerts, road blockages/closures, and community safety messages, and

WHEREAS: during emergencies, the community provides responders with valuable and necessary scene intelligence, and

WHEREAS: during EMS events, lifesaving instructions are relayed to citizen bystanders while responders are enroute, and

WHEREAS: the real-time location of responders aids in situational awareness and inter-discipline effectiveness, and

WHEREAS: the United States has deployed a nationwide public safety cellular (broadband) LTE network known as the Nationwide Public Safety Broadband Network (NPSBN) with their partner ATT/FirstNet (broadband) network to exclusively serve public safety responders known as FirstNet, and

WHEREAS: deployment of FirstNet wireless terrestrial coverage also provides ATT commercial/consumer services, and

WHEREAS: FirstNet, the Nationwide Public Safety Broadband Network built with AT&T is the only official public safety network, and

WHEREAS: all 56 States, Territories and Commonwealths have officially opted into the Nationwide Public Safety Broadband Network,

NOW THEREFORE BE IT RESOLVED: For purposes of land use planning, zoning and related conditions, the California Fire Chiefs Association (CalChiefs) requests that FirstNet infrastructure shall be recognized as public safety infrastructure.

Adopted by the Board of Directors this 5th Day of April, 2022

President Ray Gayk

A blue ink signature of Ray Gayk, the President of the California Fire Chiefs Association.

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1636 E Mission Rd. Fallbrook, CA


Operation Showers of Appreciation

FALLO3

Dual Athletics

Private and Confidential





COVERAGE MAPS

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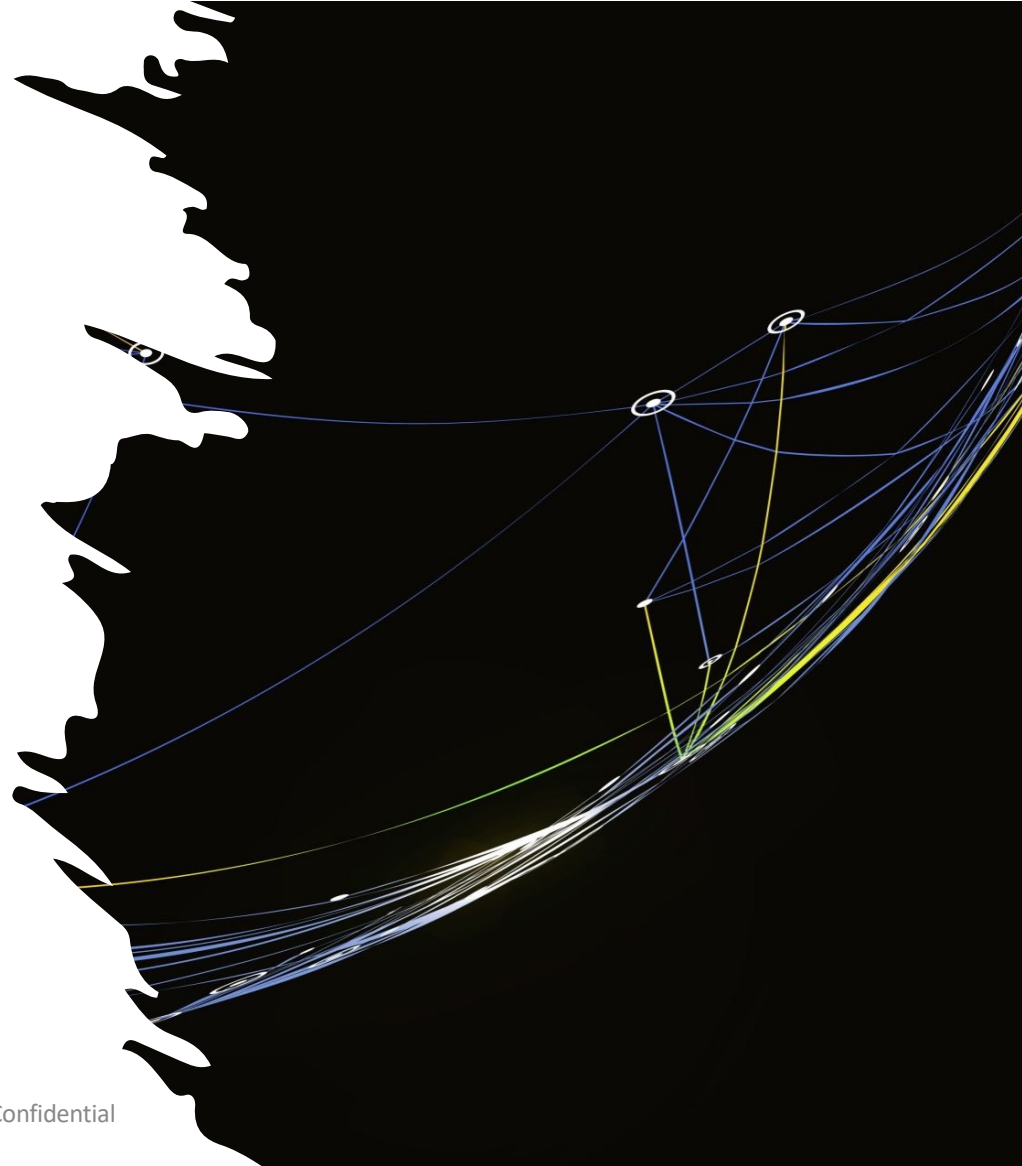


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Photo Sims

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LOCATION



EXISTING



INSTALLATION OF NEW PSTC 70' X 20' TELECOMMUNICATION SITE WITH 53'-0" MONOPINE

SPECTRUM
A NextEdge Company
4850 WEST OQUIENDO ROAD
LAS VEGAS, NEVADA 89118
OFFICE: (702) 367-7705

PUBLIC SAFETY TOWERS
COMPANY
1903 WRIGHT PLACE, SUITE 140
CARLSBAD, CALIFORNIA 92008



LOCATION



EXISTING



INSTALLATION OF NEW PSTC 70' X 20' TELECOMMUNICATION SITE WITH 53'-0" MONOPINE

SPECTRUM
A NextEdge Company
4850 WEST OHIENDO ROAD
LAS VEGAS, NEVADA 89118
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 OFFICE: (702) 367-7705

PUBLIC SAFETY TOWERS
 COMPANY
 1903 WRIGHT PLACE, SUITE 140
 CARLSBAD, CALIFORNIA 92008



Zoning Drawings

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FIRSTNET BY AT&T SITE ID:
CAL02970
 PSTC #: CASD-FALL03
 PACE ID: MRSDL036277
 USID: 329231
 FA 15863432

**1636 E MISSION RD
 FALLBROOK, CALIFORNIA 92028-1730**

INSTALLATION OF NEW 53'-0" MONOPINE TOWER



PROJECT INFORMATION:
 FIRSTNET BY AT&T SITE ID: CAL02970
 PSTC #: CASD-FALL03
 1636 E MISSION RD
 FALLBROOK, CALIFORNIA 92028-1730

CURRENT ISSUE DATE:
12/14/23

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
3	12/14/23	CLIENT REVISION	R.S.
2	09/27/23	CLIENT REVISION	D.C.
1	09/14/23	100% ZONING	R.C.
0	08/16/23	30% ZONING	J.D.



LICENSURE:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: **T1** REVISION: **3**

- THE PROPOSED PROJECT INCLUDES:
- PSTC:**
- INSTALLATION OF A ~1,400 SQ. FT. PSTC TELECOMMUNICATIONS FACILITY
 - INSTALLATION OF A PSTC 50'-3" MONOPINE
 - INSTALLATION OF A PSTC 0" CHAIN LINK
 - INSTALLATION OF (2) PSTC 6" WIDE CHAIN LINK GATES
 - NEW FIBER CONDUIT RUN TO FIBER CABINET
 - NEW 600A DEDICATED ELECTRICAL SERVICE TO METER
- FIRSTNET BY AT&T:**
- INSTALLATION OF FIRSTNET BY AT&T ANTENNA MOUNTING ASSEMBLIES AT A 44'-0" CENTERLINE
 - INSTALLATION OF (8) FIRSTNET BY AT&T PANEL ANTENNAS MOUNTED AT A 44'-0" CENTERLINE (3) PER SECTOR
 - INSTALLATION OF (8) FIRSTNET BY AT&T REMOTE RADIO UNITS (RRUs) (3) PER SECTOR
 - INSTALLATION OF (3) NEW FIRSTNET BY AT&T TOWER MOUNTED DC-9 SURGE SUPPRESSORS
 - INSTALLATION OF (1) FIRSTNET BY AT&T GPS UNIT MOUNTED ON PROPOSED OUTDOOR EQUIPMENT CABINET
 - INSTALLATION OF (1) OUTDOOR WUC CABINET ON 6' X 10' CONCRETE PAD
 - INSTALLATION OF A 200A DEDICATED METER PANEL MOUNTED TO PSTC 600A METER BANK
 - INSTALLATION OF A 30KW GENERATOR WITH 211 GALLON DIESEL FUEL TANK ON A 5' X 9' CONCRETE PAD

PROJECT DESCRIPTION



APPLICANT/LESSEE
 PUBLIC SAFETY TOWERS COMPANY
 1603 WRIGHT PLACE, SUITE 140
 CARLSBAD, CALIFORNIA 92008
 CONTACT:
 PHONE: (XXX) XXXXXXX

PROPERTY INFORMATION
 PROPERTY OWNER: FALLBROOK HEALTHCARE DISTRICT
 1636 E MISSION RD
 FALLBROOK, CALIFORNIA 92028-1730
 PSTC LEASE AREA: ~1,400 SQ. FT.
 AT&T LEASE AREA: ~435 SQ. FT.
 OCCUPANCY TYPE: U
 CONSTRUCTION TYPE: V-B
 CURRENT ZONING: RURAL RESIDENTIAL (RR)
 JURISDICTION: COUNTY OF SAN DIEGO
 APN: 760-197-04-00
 LONGITUDE: 33.388164°
 LATITUDE: -117.229117°
 ELEVATION: 822.3'

PROJECT SUMMARY

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

FCC COMPLIANCE

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

ADA COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2022 CALIFORNIA BUILDING CODE
- 2022 CALIFORNIA ENERGY CODE
- 2022 CALIFORNIA GREEN BUILDING CODE
- 2022 CALIFORNIA MECHANICAL CODE
- 2022 CALIFORNIA PLUMBING CODE
- 2022 CALIFORNIA ELECTRICAL CODE
- 2022 CALIFORNIA FIRE CODE
- NSI/EIA-222-G LIFE SAFETY UDE
- LOCAL BUILDING CODE(S)
- CITY AND/OR COUNTY ORDINANCES

CODE COMPLIANCE

SITE ACQUISITION/ PLANNING
 MODUS, LLC
 240 STOCKTON STREET, 3RD FLOOR
 SAN FRANCISCO, CALIFORNIA 94108
 JOSEPH SHARRO
 PHONE: (415) 205-6305

CIVIL ENGINEER
 SPECTRUM SERVICES, LLC
 4850 WEST OQUENDO ROAD
 LAS VEGAS, NEVADA 89118
 GARRETT B. HAWTHORNE
 PHONE: (702) 367-7705
 FAX: (702) 367-4753

ELECTRICAL ENGINEER:
 DSG CONSULTING ENGINEERING SERVICES LLC
 9811 W. CHARLESTON BOULEVARD, SUITE 2339
 LAS VEGAS, NEVADA 89117
 DEREK G. STEFUREAC
 PHONE: (702) 885-1552

SURVEYOR:
 TBD

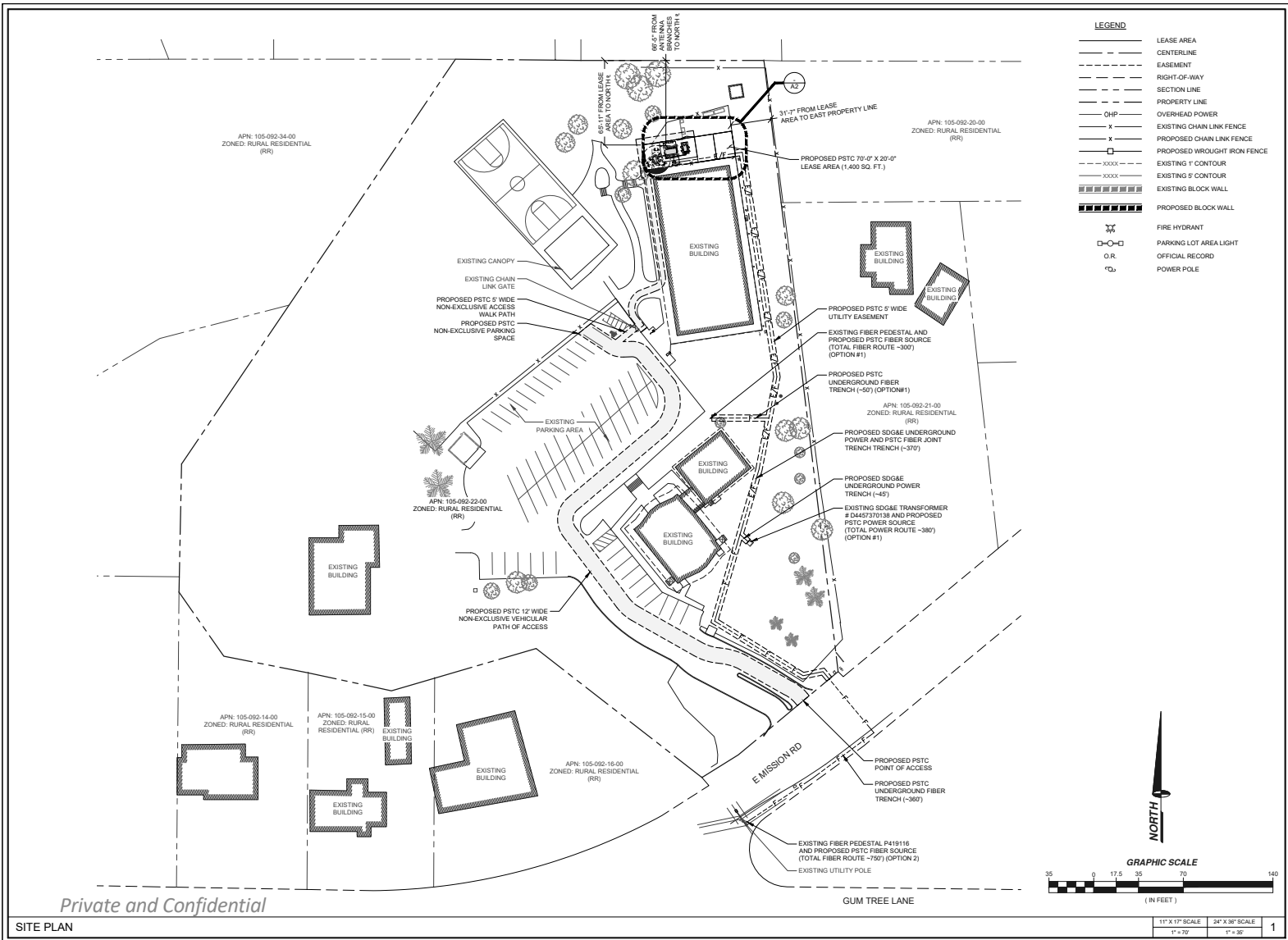
PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	3
C1	TOPOGRAPHIC SURVEY	1
A1	SITE PLAN	1
A2	SITE DETAIL	1
A2.1	SITE DETAIL WITH DIMENSIONS	1
A3	ANTENNA LAYOUT AND ANTENNA & EQUIPMENT SCHEDULE	1
A4	PROPOSED NORTHEAST AND NORTHWEST ELEVATIONS	1
A5	PROPOSED SOUTHWEST AND SOUTHEAST ELEVATIONS	1
E1	ELECTRICAL NOTES	1
E2	UTILITY ROUTING, PANEL SCHEDULE, SINGLE LINE DIAGRAM & NOTES	1
E3	ENLARGED UTILITY ROUTING AND ELECTRICAL DETAILS	1
G1	GROUNDING LAYOUT, NOTES AND DETAILS	1
G2	GROUNDING DETAILS	1

ISSUED FOR:
SHEET INDEX ZONING

TITLE	SIGNATURE	DATE
RF ENGINEER	CRISTIAN SOTO	8/23/23
OPER PROJECT MANAGER		
LANDLORD		
FIELD ENGINEER		
DEVELOPMENT SUPERVISOR		
CONSTRUCTION PROJECT MANAGER		
FIELD OPS MANAGER		

APPROVAL LIST



PUBLIC SAFETY TOWERS COMPANY
 1903 WRIGHT PLACE, SUITE 140
 CARLSBAD, CALIFORNIA 92008

FIRSTNET
 Built with AT&T
 8001 EXECUTIVE PARKWAY
 SAN RAMON, CALIFORNIA 94583

PROJECT INFORMATION:
FIRSTNET BY AT&T SITE
 ID: CAL02970
 PSTC #: CASD-FALL03
 1636 E MISSION RD
 FALLBROOK, CALIFORNIA 92028-1730

CURRENT ISSUE DATE:
12/14/23

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
1	12/14/23	CLIENT REVISION	R.S.
2	09/27/23	CLIENT REVISION	D.C.
3	09/14/23	100% ZONING	R.C.
4	08/16/23	90% ZONING	J.D.

PLANS PREPARED BY:

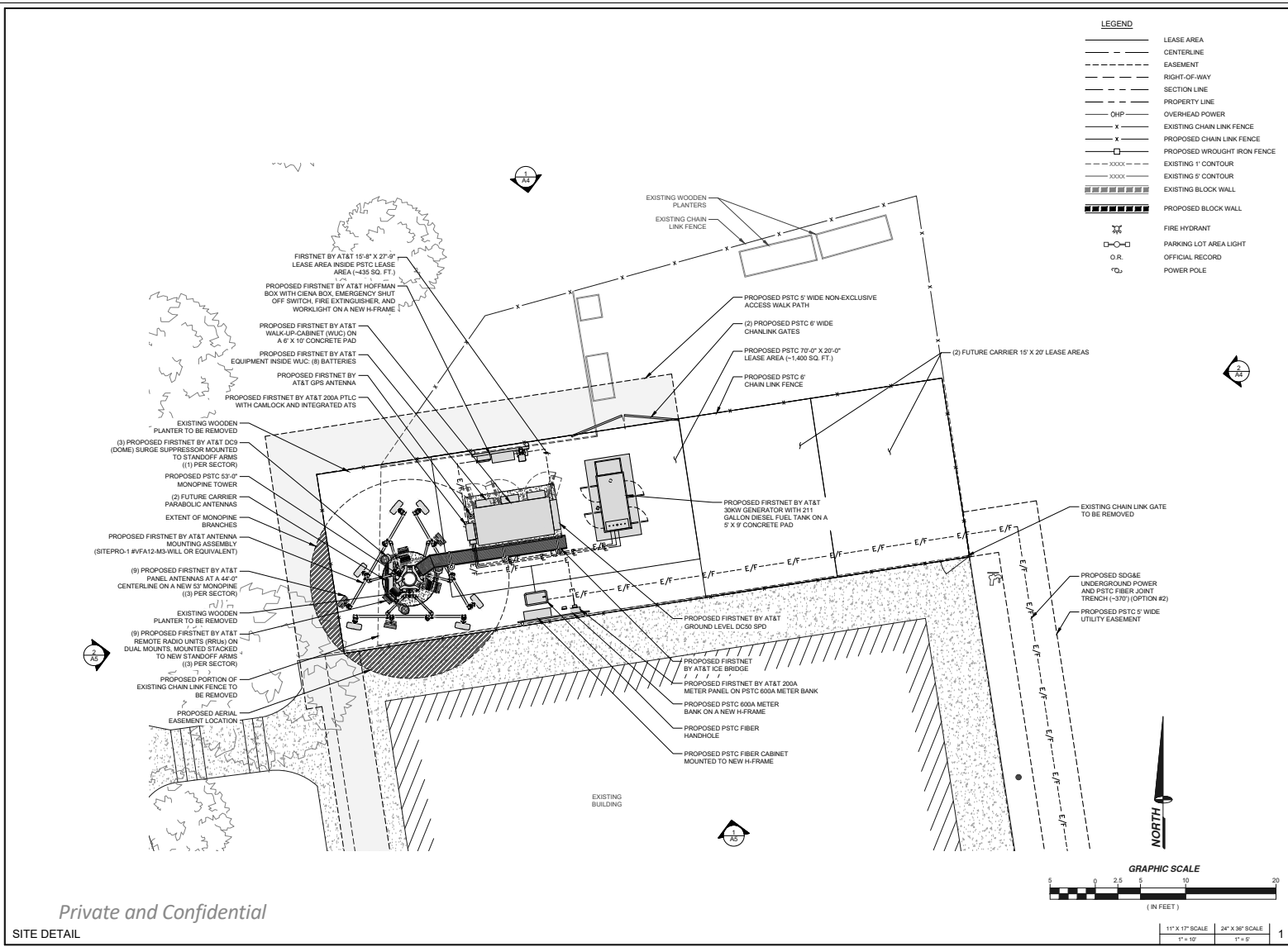
MODUS, LLC
 240 STOCKTON STREET, 3RD FLR.
 SAN FRANCISCO, CALIFORNIA 94108

LICENSURE:
 SHEET TITLE:
SITE PLAN

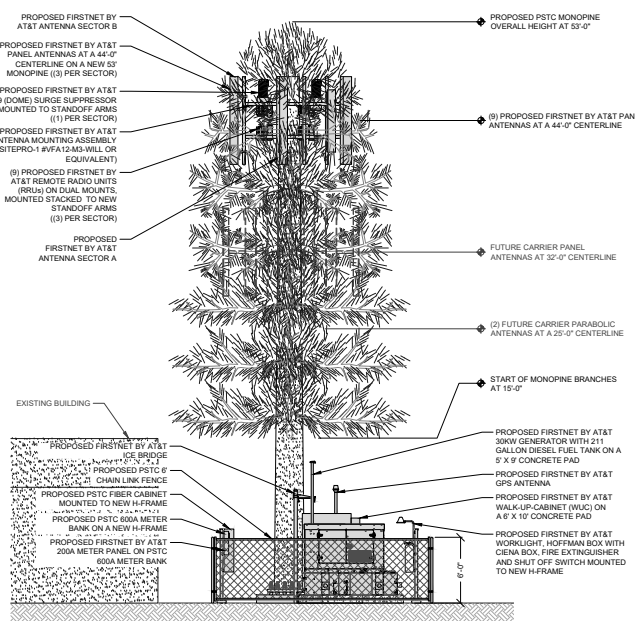
SHEET NUMBER:
A1
 REVISION:
3

Private and Confidential
 SITE PLAN

REV.	DATE	DESCRIPTION	BY
1	12/14/23	CLIENT REVISION	R.S.
2	09/27/23	CLIENT REVISION	D.C.
3	09/14/23	100% ZONING	R.C.
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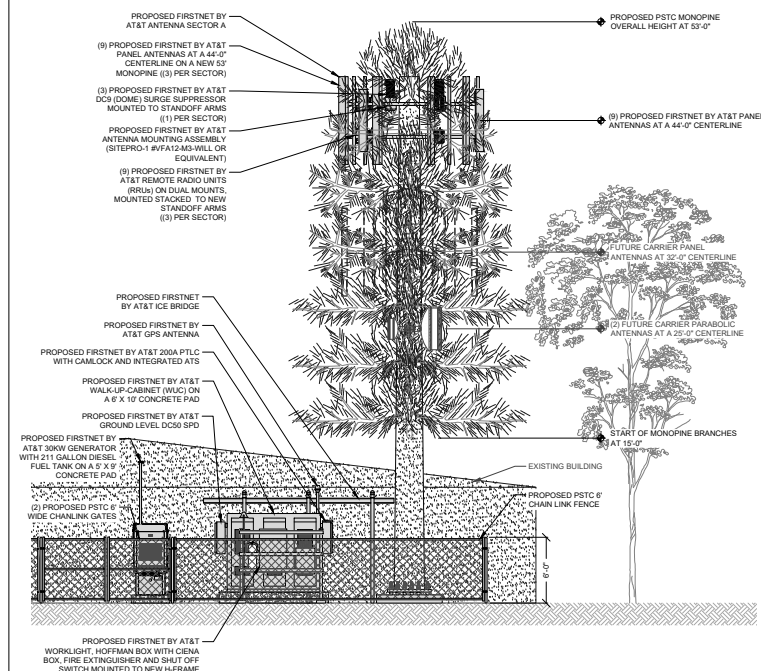
Private and Confidential
 SITE DETAIL



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PROPOSED NORTHEAST ELEVATION

11" X 17" SCALE 24" X 36" SCALE 2



PROPOSED NORTHWEST ELEVATION

11" X 17" SCALE 24" X 36" SCALE 1

PUBLIC SAFETY TOWERS COMPANY
 1903 WRIGHT PLACE, SUITE 140
 CARLSBAD, CALIFORNIA 92008

FIRSTNET
 Built with AT&T
 5001 EXECUTIVE PARKWAY
 SAN RAMON, CALIFORNIA 94583

PROJECT INFORMATION:
FIRSTNET BY AT&T SITE
 ID: CAL02970
 PSTC #: CASD-FALL03
 1636 E MISSION RD
 FALLBROOK, CALIFORNIA 92028-1730

CURRENT ISSUE DATE:
12/14/23

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
1	12/14/23	CLIENT REVISION	R.S.
2	09/27/23	CLIENT REVISION	D.C.
3	09/14/23	100% ZONING	R.C.
4	08/16/23	90% ZONING	J.D.

PLANS PREPARED BY:

MODUS, LLC
 240 STOCKTON STREET, 3RD FLR.
 SAN FRANCISCO, CALIFORNIA 94108

LICENSURE:

SHEET TITLE:

PROPOSED NORTHWEST AND NORTHEAST ELEVATIONS

SHEET NUMBER: REVISION:

A4 **3**



QUESTIONS?

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Agreement**”), dated as of the later of the signature dates below (the “**Effective Date**”), is entered into by and between Fallbrook Regional Health District, a California Special District (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”) (collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, Landlord is the legal owner of the Parcel, located at 1636 E Mission Rd, in the County of San Diego, State of California, APN: 760-197-04-00, (collectively, the “**Parcel**”), as described in **Exhibit A – Parcel Description** with the full right, power, and authority to enter into this Agreement and to grant all consents and authorizations required in connection with the execution of this Agreement; and

WHEREAS, Landlord desires to grant to Tenant the right to use a portion of the Parcel in accordance with this Agreement; and

WHEREAS, Tenant desires to lease a certain portion of the Parcel for the placement of a Facility (as defined in Section 2.1) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. PREMISES.

- 1.1. **General.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a certain portion of the Parcel containing approximately 1400 square feet with approximate dimensions of 70’x20’, including the air space above such ground space (the “**Premises**”), as described in **Exhibit B – Site Plan**, for the placement of a Facility (as defined in Section 2.1) in accordance with the terms of this Agreement. Tenant’s rights hereunder shall also include a right to access thereto and utilities, as described in Section 6 (Access) and Section 10 (Utilities) below, which shall be appurtenant to Tenant’s leasehold rights hereunder, together with other appurtenant rights to the Premises. Tenant shall have the right to survey the Premises and supplement **Exhibit B – Site Plan** with the legal description of the Premises, as may be expanded pursuant to this Agreement. Landlord and Tenant agree that any portion of the Facility that may be conceptually described in **Exhibit B – Site Plan** shall not be deemed to limit Tenant’s Permitted Use.
- 1.2. **Additional Premises.** In the event Tenant desires to modify or upgrade the Facility (as defined in Section 2.1) in a manner that requires an additional portion of the Parcel (the “**Additional Premises**”), Tenant shall provide Landlord with a site plan depicting the Additional Premises for Landlord’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Provided the Parties determine a mutually agreeable location for the Additional Premises, Landlord agrees to lease to Tenant the Additional

Premises upon the same terms and conditions set forth herein. Landlord and Tenant shall execute an amendment to this Agreement to memorialize the inclusion of the Additional Premises.

2. **PERMITTED USE.**

- 2.1. **General.** Tenant may use the Premises for the transmission and reception of communications signals and for utilities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, generators, panels, fencing and any other items necessary or desirable in connection therewith (collectively, the “**Facility**”), as well as the rights detailed in this Agreement and other uses reasonably related thereto or permitted by law (the “**Permitted Use**”).
- 2.2. **Due Diligence.** Tenant and its agents, representatives, employees, permittees, consultants, engineers, contractors, and subcontractors (collectively, “**Tenant’s Agents**”) have the right to inspect, examine, and conduct geological or engineering tests, including but not limited to, soil borings, drainage testing, material sampling, radio frequency testing, and other studies of the Parcel (collectively, the “**Tests**”), to determine the feasibility or suitability of the Parcel for Tenant’s intended use as a Facility, all at Tenant’s cost and expense. Further, Tenant has the right to apply for and obtain licenses, permits, or required approvals, as deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises, throughout the Term of the Agreement, including, without limitation, applications for zoning approvals, zoning variances, zoning ordinances, special use permits, construction permits, and approvals necessary to comply with all applicable laws, rules, statutes and regulations, relating to Tenant’s use of the Facility (collectively, the “**Government Approvals**”), and initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Parcel that are necessary, at Tenant’s sole discretion, to determine the physical condition of the Parcel, the environmental history of the Parcel, Landlord’s title to the Parcel, all at Tenant’s cost and expense. Tenant further has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Parcel surveyed by a licensed surveyor of Tenant’s choice. Tenant shall not be liable to the Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Parcel, whether or not such defect or condition is disclosed by Tenant’s inspections. Landlord agrees to reasonably cooperate with Tenant in connection with obtaining Government Approvals, title insurance, and any other rights Tenant may reasonably require in connection with Tenant’s Permitted Use.
- 2.3. **Staging.** For a period of ninety (90) days following the start of construction, and thereafter, as needed for maintenance, operation, repair, replacement and upgrade of the Facility, Landlord grants Tenant, Tenant’s Agents, its subtenants, sublessees, licensees and sublicensees (collectively, the “**Subtenants**”), the right to use approximately 500 square feet of the Landlord’s Parcel, adjoining, or surrounding property (the “**Surrounding Property**”), as may reasonably be required during construction and installation of the Facility, as depicted in **Exhibit C – Staging Area**.

- 2.4. **Modifications.** Tenant has the right to modify, supplement, replace, upgrade, and remove the Facility within the Premises at any time during the Term, at Tenant's sole discretion, and Tenant shall also have the right to make such alterations to the Premises in connection therewith.

3. **TERM.**

- 3.1. **Initial Term.** The initial term of this Agreement shall be for ten (10) years (the "**Initial Term**") and commence upon the Effective Date.
- 3.2. **Extension Terms.** This Agreement shall automatically renew for three (3) additional ten (10) year terms (each additional ten (10) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein, unless the Agreement has been terminated pursuant to Section 7 (Termination), or the Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.
- 3.3. **Annual Terms.** At the conclusion of the Initial Term and all Extension Terms, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each additional one (1) year term shall be defined as an "**Annual Term**") until the Agreement has been terminated pursuant to Section 7 (Termination) or terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of the then-existing Annual Term, whichever occurs first.
- 3.4. **Holdover Terms.** If Tenant remains in possession of the Premises after the termination of this Agreement, other than pursuant to Section 12 (Removal/Restoration), then Tenant shall be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.
- 3.5. Section 3.1 (Initial Term), Section 3.2 (Extension Terms), Section 3.3 (Annual Terms), and 3.4 (Holdover Terms) are collectively referred to as the "**Term**".

4. **RENT.**

- 4.1. **Rent Commencement.** Commencing on the first day of the month following the date that Tenant commences construction on the Premises (the "**Rent Commencement Date**"), Tenant shall pay Landlord on or before the fifth (5th) day of each calendar month in advance, two thousand two hundred and no/100 Dollars (\$2,200.00) (the "**Rent**"), via electronic payment, unless Landlord specifies an alternative means for Rent payments in writing to Tenant. The initial Rent payment will be transmitted by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Landlord shall provide to Tenant the account details for electronic payment and a W-9 on or before the Effective Date. The Rent Commencement Date shall be memorialized by notification from the Tenant, substantially in the form attached hereto as **Exhibit D – Notification of Rent Commencement Date**, which shall be binding on Landlord unless Landlord notifies Tenant of its objection thereto within seven (7) days of delivery to Landlord.

- 4.2. **Rent Escalator.** On the first anniversary of the Rent Commencement Date, and on each anniversary of the Rent Commencement Date throughout the Term of the Agreement, Rent shall be increased by 2.5% percent of the Rent paid during the immediately prior year.
- 4.3. **Rent Proration.** In the event this Agreement is terminated, the Rent will be prorated for any partial month.
- 4.4. **Late Fee.** Rent shall be due on or before the fifth (5th) day of each month in advance and will be delinquent if not paid by the 6th day of each month of the Term. If payment is not received by Landlord within thirty (30) days of written notice of nonpayment (the “**Late Rent Period**”), Tenant shall pay to Landlord an additional sum of ten percent (10%) of the past due rent as a late fee. The Parties agree that this late fee represents a fair and reasonable estimate of the administrative costs that Landlord will incur by reason of a past due payment by Tenant. Acceptance of any late fee shall not constitute a waiver from exercising any of the other rights and remedies available to Landlord under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.
5. **GOVERNMENT APPROVALS.** Landlord agrees that Tenant’s obligations under this Agreement are contingent upon Tenant’s ability to obtain, maintain, and comply with all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
6. **ACCESS.**
 - 6.1. **24/7 Access.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, and Tenant’s Agents, shall have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (the “**Access**”) to and over the Parcel, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Facility and any utilities serving the Premises. Tenant may use an unmanned aircraft system, such as a drone for imagery at height, solely in connection with its Permitted Use and for the purpose of obtaining imagery of Tenant’s improvements on the Parcel. In the event any public utility is unable to use the access provided to Tenant, Landlord agrees to grant additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
 - 6.2. **Non-Exclusive Access.** Landlord grants to Tenant a non-exclusive right of access from a public right of way to the Premises, over a portion of the Parcel, in a location identified by Tenant in **Exhibit B – Site Plan**.
 - 6.3. **Locks.** Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant to provide entry through the Parcel and onto the Premises, as may be applicable now or in the future. Where feasible, Landlord agrees that Tenant has a right to use its own locks on the Parcel for Access to

Premises, all at Tenant's cost and expense, so long as Tenant's locks do not interfere with Landlord's use of the Parcel.

- 6.4. **Access Condition.** Landlord shall be responsible for maintaining and repairing the Access to the Premises on the Parcel, except for damage caused by Tenant's use of such Access.
- 6.5. **Default by Uncured Access.** Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 6 (Access), or reasonable temporary alternate vehicular and pedestrian Access, such failure shall be a default under this Agreement pursuant to Section 18 (Default and right to Cure).
7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
 - 7.1. By Tenant, upon written notice to Landlord at any time prior to the commencement of construction.
 - 7.2. By Tenant, upon written notice to Landlord at any time during the Term, if Tenant is unable to obtain or maintain any Governmental Approvals, including without limitation any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority, necessary for the construction or operation of the Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is burdensome or commercially unreasonable; or that the environmental condition of the Premises is unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party.
 - 7.3. By Tenant, upon sixty (60) days prior written notice to Landlord following commencement of construction, for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable by Tenant under any termination right provided for in any other section of this Agreement.
 - 7.4. By Tenant, upon thirty (30) days prior written notice at any time during the Term, if the Landlord remains in default after all applicable cure periods in Section 18 (Default and Right to Cure) and in this Agreement.
 - 7.5. By Landlord, upon thirty (30) days prior written notice at any time during the Term, if Tenant remains in material default after all applicable cure periods in Section 18 (Default and Right to Cure) and in this Agreement.
 - 7.6. Or as otherwise expressly provided for in this Agreement.

8. INTERFERENCE.

- 8.1. **General.** For the purposes of this Agreement, “interference” may include, but is not limited to, any use that causes electronic or physical obstruction with Tenant’s Permitted Use.
- 8.2. **Tenant’s Non-Interference with Pre-Existing Frequencies on the Parcel.** Landlord has provided Tenant with a list of radio frequency user(s) and frequencies used on the Parcel as of the Effective Date pursuant to **Exhibit E – Pre-Existing Frequencies**. Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall provide prior written notice to Tenant of any expansion or change to such pre-existing uses, but in no event shall such expansion or change interfere with Tenant’s Permitted Use or frequencies.
- 8.3. **Landlord’s Non-Interference.** Landlord shall not, nor shall Landlord permit its employees, tenants, licensees, invitees, agents, or independent contractors, to interfere in any way with the Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall cause such interference to cease within twenty-four (24) hours, or within a reasonable time frame approved by Tenant in writing, after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to immediately terminate this Agreement upon notice to Landlord without a waiver of any other rights or remedies.
- 8.4. **Future Third-Party Interference.** Landlord agrees not to sell, lease, or use any areas of the Parcel that the Landlord owns or controls, after the Effective Date, or grant any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Facility, Tenant’s Permitted Use, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Parcel. If Tenant observes interference, Tenant may conduct a radio frequency propagation test or other applicable tests, at Tenant’s sole discretion. Landlord shall reimburse Tenant for any costs and expenses of such testing, if the tests demonstrate interference unacceptable to Tenant, at Tenant’s sole determination.

9. **MAINTENANCE.** Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall maintain and repair the Parcel and access thereto, which is under the control of the Landlord, and all Access areas in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

10. UTILITIES.

- 10.1. **Right to Order and Install Utilities for Permitted Use.** Tenant shall have the right to install, upgrade and maintain utilities, including but not limited to electric power and fiber, and to improve present utilities on the Parcel and the Premises, all at Tenant's cost and expense. Landlord hereby grants to any utility provider an easement, in, on, under and over the Parcel, from an open and improved public road to the Premises, and upon the Premises, associated with Tenant's Permitted Use. Upon utility provider's request, Landlord shall execute a separate recordable easement evidencing this grant, at no cost to Tenant or to the utility provider, in the utility provider's standard form. Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities and shall prepare utility applications, and Landlord agrees to reasonably cooperate and execute any required applications for obtaining and maintaining utilities. In the event Tenant is unable to secure timely utilities, Landlord agrees to permit Tenant to install a submeter and connect to Landlord's utility service. In such instance, Tenant shall reimburse Landlord for Tenant's consumption of utilities as measured by the submeter.
- 10.2. **Tenant's Payment for Utilities Consumed.** Tenant shall be responsible for paying all utility charges for electricity, fiber or any other utility used or consumed by Tenant on the Premises.
- 10.3. **Interruptions.** Landlord acknowledges that Tenant provides a communication service which requires utility service to operate and must operate twenty-four (24) hours per day, seven (7) days per week. In the event of a utility service interruption, Landlord agrees to allow Tenant and Tenant's Subtenants the right to utilize temporary utility sources until stable utilities are restored. In the event the temporary utility sources require use of the Parcel outside the Premises, Tenant may use additional space on the Parcel, at no additional cost to Tenant, subject to Landlord's written approval, approval not to be unreasonably withheld, conditioned, or delayed.

11. ENVIRONMENTAL. Landlord and Tenant each agree that they shall not use, generate, store or dispose of any Hazardous Material (as defined in this Section 11) on, under, about or within the Parcel in violation of any law or regulation as may now, or at any time hereafter, be in effect. Should Landlord become aware of any Hazardous Materials contamination, Landlord shall immediately notify Tenant. Landlord and Tenant agree that each shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Parcel. As used herein, "**Hazardous Materials**" shall mean hazardous substances, including asbestos-containing materials and lead paint, petroleum, and any substance, chemical or waste identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

12. REMOVAL/RESTORATION. All portions of the Facility brought onto the Parcel by Tenant shall be and remain Tenant's personal property and, at Tenant's discretion, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Facility constructed, erected, or placed on the Parcel by Tenant shall become, or be considered

as being affixed to or a part of, the Parcel, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected, or placed by Tenant on the Parcel shall be and remain the property of Tenant. No later than sixty (60) days after expiration or early termination of this Agreement, Tenant shall remove all of the Facility, except for any underground utilities and foundations 36" or greater below grade, all at Tenant's cost and expense. Tenant shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before the Effective Date, reasonable wear and tear, casualty damage, and damage from the elements excepted. Notwithstanding the foregoing, Tenant shall not be responsible for the replacement of any trees, shrubs or other vegetation that were removed from the Parcel for Tenant's Permitted Use.

13. **SUBLEASE.** Tenant shall have the right to sublease or license any portion of the Premises and its rights herein, in whole or in part, to a third-party whose use is consistent with the Permitted Use at Tenant's sole discretion and without Landlord's consent.
14. **ASSIGNMENT.** Upon notice to Landlord, Tenant has the right to assign this Agreement and its rights herein, to a third-party, at Tenant's sole discretion and without Landlord's consent. Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement upon such assignment and assumption of obligations by the assignee.
15. **INSURANCE.** Tenant shall provide Commercial General Liability Insurance with a limit of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, written on ISO form CG 00 01 or its equivalent and from a reputable insurance company authorized to do business where the Premises is located, with Landlord included as an additional insured. Certificates evidencing such insurance shall be furnished to Landlord upon execution of this Agreement. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant shall self-insure or maintain its own policy of property insurance for its Facility. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

16. **INDEMNIFICATION.**

- 16.1. **Tenant Indemnification.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.
- 16.2. **Landlord Indemnification.** Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising from the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors, or the condition of the Parcel not caused by

Tenant, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

- 16.3. **Indemnification Protocols.** The indemnified party: (i) Shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 16 (Indemnification) and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) Shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

17. WARRANTIES.

- 17.1. **General.** Tenant and Landlord acknowledge and represent to each other that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.
- 17.2. **Landlord Warranties.** Landlord represents, warrants and agrees that: (i) Landlord solely owns the Parcel as a legal lot in fee simple; (ii) the Parcel is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) the Parcel is free of Hazardous Materials, except as disclosed on **Exhibit F – Disclosures of Hazardous Materials**, and has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation, (iv) there exist no underground tanks on the Parcel; and (v) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.
- 17.3. **Quiet Enjoyment.** Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons.
- 17.4. **Landlord's Liens.** Landlord will promptly pay when due all liens and monetary encumbrances against the Parcel. If the Parcel is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest substantially in the form attached hereto as **Exhibit G – Subordination, Non-Disturbance and Attornment Agreement**, or in the mortgagee's standard form.

18. DEFAULT AND RIGHT TO CURE.

18.1. **Tenant Default.** The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent, if such rent remains unpaid for more than forty-five (45) days after written notice from Landlord of such failure to pay. Landlord's written notice shall not be sent until the expiration of the Late Rent Period provided in Section 4 (Rent); (ii) Tenant's failure to perform any term or condition under this Agreement within forty-five (45) days of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right, as its sole and exclusive remedies, to (1) pursue a judgment for direct damages against Tenant which may include the balance remaining on the Term of the Lease, and/or (2) to pursue specific performance, injunction, or declaratory judgment, and/or (3) to terminate this Agreement pursuant to Section 7.5 (Termination). In no event shall Tenant be liable for consequential, punitive, incidental or special damages, however caused, based on any theory of liability.

18.2. **Landlord Default.** The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 6 (Access) within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 (Interference) within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term or condition, or Landlord's breach of any warranty or covenant, under this Agreement for more than forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Notwithstanding the foregoing, in regard to (iii) only, if any Landlord default affects Tenant's operations on the Premises, then such cure period shall be shortened to ten (10) days, and Tenant shall have the right, but not the obligation, to take reasonable self-help actions to effect a cure during such cure period, at Landlord's cost. If Landlord remains in default beyond any applicable cure period, Tenant will have: (1) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and/or (2) right to terminate this Agreement pursuant to Section 7.4 (Termination), and/or (3) any and all other rights available to it under law and equity..

19. NOTICES. All notices, communications, requests and demands hereunder shall be in writing and shall be deemed to have been properly given (i) if hand received, (ii) if received via United States mail service or other reliable express courier service, or (ii) if sent via e-mail to the addresses set forth below:

If to Tenant: Public Safety Towers, LLC
 1903 Wright Place, Suite 140, Carlsbad, CA 92008
 Attention: Lease Notices
 E-mail Address: notices@pstctowers.com

With a copy to: Public Safety Towers, LLC
1903 Wright Place, Suite 140, Carlsbad, CA 92008
Attention: PSTC Counsel
E-mail Address: counsel@pstctowers.com

If to Landlord: Fallbrook Regional Health District
138 South Brandon Road
Fallbrook, CA 92028
E-mail Address: rmason@fallbrookhealth.org

Either party may change its notice address upon thirty (30) days prior written notice to the other party. Any notice and other communication given pursuant to this Agreement will be deemed to have been received on, and is effective as of, (i) the date it was delivered by hand; (ii) upon the date of the properly addressed e-mail transmission; (iii) on the date of delivery shown on the receipt card if sent by registered or certified mail, return receipt requested; (iv) on the third business day after the date of postmark if sent by regular mail, or (v) date of actual delivery for express courier or express mail service. Notwithstanding the foregoing, any notice to Tenant that would permit Landlord to terminate this Agreement shall be sent by certified mail, return receipt requested to the parties indicated above, with "NOTICE OF DEFAULT" designated in the subject line to be effective notice hereunder.

20. CONDEMNATION. In the event Landlord receives notification of any threatened or pending condemnation proceedings affecting the Parcel, Landlord will provide notice thereof to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Parcel, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority, provided, however that Tenant may terminate the Lease earlier upon not less than thirty (30) days' notice to Landlord, after Tenant becomes aware of such threatened or pending proceedings. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include but not be limited to, where applicable, the value of its Facility and leasehold rights hereunder, moving expenses, and business dislocation expenses. Landlord shall immediately refund to Tenant any prepaid Rent on a *pro rata* basis.

21. CASUALTY.

21.1. **Casualty Notice.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Parcel within twenty-four (24) hours of the casualty or other harm.

21.2. **Premises Rendered Unsuitable.** If any part of the Facility or the Parcel is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Tenant will be entitled to collect all insurance proceeds in connection with the Facility, whether or not Tenant terminates this Agreement, and Landlord shall reimburse Tenant for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary facilities on the Parcel, but only until such time as Tenant is able to activate a replacement facility at another location; notwithstanding the termination of this

Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

21.3. **Premises Rebuilt or Restored.** If Tenant undertakes to rebuild or restore the Premises and/or the Facility, as applicable, Landlord agrees to permit Tenant to place temporary facilities on the Parcel, at a location mutually agreeable to Landlord and Tenant, at no additional Rent until the reconstruction of the Premises and/or the Facility is completed. Landlord agrees that the Rent shall be abated until the Parcel and/or the Premises are rebuilt or restored, unless Tenant places temporary facilities on the Parcel.

22. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof. The Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.

23. **OTHER PAYABLE CHARGES.** Unless specified otherwise in this Agreement, Tenant shall not be liable for any charges or expenses in connection with the use of the Premises by Tenant. Further, all amounts permitted to be charged by Landlord under this Agreement shall be billed to Tenant within one (1) year from when the charges were incurred, and in no event shall Tenant be liable for any charges billed to Tenant after such period. Notwithstanding the foregoing, Landlord shall not be obligated to send Tenant written notice of the Rent due under Section 4.1 (Rent Commencement) above. The provisions of this Section 23 (Other Payable Charges) shall survive the termination or expiration of this Agreement.

24. **TRANSFERS OF THE PARCEL OR PREMISES.** Subject to the terms of this Agreement and except as provided in Section 26 below, Landlord may sell or otherwise transfer the Parcel or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) the transferee agrees to fully assume and perform Landlord's obligations under this Agreement. Within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below to Tenant:

- i. New deed to the Parcel
- ii. Assignment and Assumption of this Agreement
- iii. Form W-9 for Transferee
- iv. Full contact information for new Landlord including phone number(s)

Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement. Such transfer shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations, or affect Tenant's rights under this Agreement. In the event that the transfer occurs by operation of law (i.e., not by deed), such transferee shall provide documentation reasonably acceptable to Tenant to evidence such transfer.

25. **CHANGES TO ZONING OR ENCUMBRANCE.** Landlord shall not initiate or consent to any change in the zoning of the Premises or the Parcel, or impose or consent to any other use,

or encumbrance or restriction that would prevent or limit Tenant from using the Premises or Parcel for the Permitted Use or otherwise impair Tenant's rights hereunder.

26. ANTI-PIRACY/PARTIAL TRANSFERS.

26.1. Landlord agrees that it will not offer to, or accept any offer to, or transfer, convey, assign, lease, or grant an easement for any portion of Landlord's rights under this Agreement or any interest in the Premises or the rents due hereunder, including any "lease buyout" (a "Partial Transfer"), other than in connection with a full transfer of the fee interest real estate comprising the Premises, together with a full assignment and assumption of Landlord's obligations under this Agreement.

26.2. In the event that the foregoing provision is deemed unenforceable by the applicable jurisdiction through an unappealable judgement, then if Landlord receives a written offer from, or desires to offer to, a third party seeking a Partial Transfer (the "Offer"), Landlord shall furnish Tenant with a copy of the Offer within ten (10) days of receipt of the Offer. Tenant shall have the right within sixty (60) days after receipt of such copy to have the preferential right and option to acquire the Partial Interest on the same terms and conditions of the Offer in writing. Such writing shall be in the form of a contract substantially similar to the Offer. Further, Tenant may, at its sole discretion, assign its rights in this Section 26 to a third party separate and apart from Tenant's rights as a lessee hereunder. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the sixty (60) day period, Landlord may transfer, convey, assign, or lease such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement, unless (a) any of the terms of the Offer are modified in any way, or (b) the transaction described in the Offer does not occur within six (6) months. In the event that Landlord effects a Partial Transfer after Tenant's failure to exercise its option hereunder, then Landlord and such third-party transferee shall each be jointly and severally liable for performance of Landlord's obligations hereunder and any damages in connection therewith, and Landlord shall indemnify, defend, and hold Tenant harmless from any liability, cost, or claim in connection with such Partial Transfer. Landlord acknowledges that the foregoing covenants are reasonable and integral to the operation of Tenant's business and Tenant's rights hereunder. Tenant's failure to exercise the above rights shall not be deemed a waiver of the rights contained in this Section 26 with respect to any future proposed conveyances as described herein.

26.3. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises in violation of this Section 26, the sale, conveyance, assignment or transfer shall be void, and, at Tenant's option, an incurable default by Landlord of this Agreement. In such event, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 26.

27. TAXES. Tenant shall be responsible to pay any and all taxes assessed against the Facility and Tenant's other personal property, and Landlord agrees to be responsible for and pay all other taxes and assessments relative to the Premises, the Parcel and this Agreement.

- 28. AMENDMENT AND WAIVER.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in writing signed by the waiving party. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 29. MEMORANDUM OF LEASE.** At the request of the Tenant, the Parties will execute a recordable Memorandum of Lease substantially in the form attached hereto as **Exhibit H – Memorandum of Lease**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Tenant may record an amendment thereof to update such Memorandum to incorporate any expansion of the Premises or additional easements granted in connection with the Premises, and Landlord will reasonably cooperate in connection therewith.
- 30. COMPLIANCE WITH LAW.** Tenant agrees to comply with all federal, state, and local laws, orders, rules and regulations (the “**Laws**”) applicable to Tenant’s use of the Facility on the Parcel. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Parcel and any improvements on the Parcel.
- 31. BIND AND BENEFIT.** The terms and conditions contained in this Agreement will run with the Parcel and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.
- 32. ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees, costs and expenses (including the fees, costs and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- 33. GOVERNING LAW AND VENUE.** This Agreement will be governed by the laws of the state in which the Parcel is located, without regard to conflicts of law. In the event of litigation or arbitration, venue shall lie in the State or Federal courts in or nearest the North San Diego County Judicial District.
- 34. INTERPRETATION.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions, headings, and subheadings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) the term “day” shall mean calendar day whether or not expressly identified; (iv) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (v) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (vi) use of the terms “termination” or “expiration” are interchangeable; (vii) reference to a default will take into consideration any applicable notice, grace and cure periods; (viii) the singular use of words includes the plural where appropriate; (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions

of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (x) rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

- 35. AFFILIATES.** Any right of Tenant granted hereunder may be exercised by, at Tenant's election, any Affiliate of Public Safety Towers and any sublessee or licensee thereof. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- 36. SURVIVAL.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- 37. W-9; OWNERSHIP CONFIRMATION.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address. In the event of any transfer of Landlord's interest in the Parcel or this Agreement, by operation of law or otherwise, Tenant shall be provided reasonable evidence of such successor interest and Tenant shall have the right to withhold payment unless or until such evidence is provided and be reimbursed for Tenant's costs in confirming such successor interests, including, without limitation, any estate or personal representative, foreclosure, and bankruptcy matters.
- 38. EXECUTION.** This Agreement may be executed in several counterparts and the counterparts shall constitute but one and the same instrument. The execution of this Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the Parties hereto, provided, however, that upon request by the other party, an original, wet-signed signature shall be provided thereafter.
- 39. ATTORNEYS' FEES.** In the event that any dispute between the Parties related to this Agreement should result in litigation, at trial and on any appeal or petition for review, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees, costs and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.
- 40. WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

- 41. INCIDENTAL FEES.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the Parties.
- 42. FURTHER ACTS.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as Tenant may request from time to time to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.
- 43. CONFIDENTIALITY.** Subject to customary exceptions, including to the extent disclosure is required under law or regulation, including that of an applicable securities exchange, or valid court order, Landlord will maintain in confidence all information relating to Tenant's proposed tenancy and development of the Premises, including but not limited to, the terms of the letter of intent between the Parties and this Agreement, and will not disclose such information to any other party without written consent. Such confidential information may be released to Landlord's successors, employees, partners, consultants, attorneys, accountants, tax advisors, insurers, insurance agents, financial sources, property managers, and lenders who have a reasonable need for such confidential information.
- 44. FORCE MAJEURE.** In the event that Tenant shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Agreement to be performed by Tenant and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil riots or commotion, an act of war, domestic and/or international terrorism, quarantines, embargoes, pandemics, epidemics, local disease outbreaks, public health emergencies, unavoidable fire or other casualty, or other causes beyond the control of Tenant, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay.
- 45. CERTIFICATE.** Landlord will, within fourteen (14) days after notice from Tenant, execute, acknowledge, and deliver to Tenant a certificate certifying whether or not this Agreement is in full force and effect; whether there are any modifications or alleged breaches by Landlord; the dates to which rent has been paid in advance; and any other facts that may reasonably be requested. The information in such certificate may be relied upon by any assignee, sublessee, or any successor to Tenant and any of their respective lenders. Failure to deliver the certificate within the specified time shall be conclusive upon Landlord that the Agreement is in full force and effect and has not been modified except as may be represented by Tenant.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last signature date below.

LANDLORD: Fallbrook Regional Health District
 a California Special District

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant: Public Safety Towers, LLC
 a Delaware limited liability company

By: _____
Print Name: Doug Lodder
Title: Chief Executive Officer
Date: _____

EXHIBIT A

Parcel Description

APN: 105-092-22-00
Address: 1636 E. Mission Rd, Fallbrook, CA

The parcel is legally described as follows:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 11, 1879, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF, SOUTH 89 DEGREES 32'30" WEST 311.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 32'30" WEST 253.56 FEET TO THE NORTHWESTERLY CORNER OF THE TRACT OF LAND CONVEYED TO HILDEBRAND BY PHELPS, BY DEED RECORDED IN BOOK 2075, PAGE 261 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LAND OF HILDEBRAND, SOUTH 33 DEGREES 28'40" WEST 378.84 FEET, AND SOUTH 0 DEGREES 24'30" EAST 98.17 FEET; THENCE SOUTH 36 DEGREES 21' EAST 60.53 FEET; THENCE SOUTH 79 DEGREES 22' EAST 133.76 FEET; THENCE NORTH 71 DEGREES 58' EAST 113.36 FEET; THENCE SOUTH 54 DEGREES 55'30" EAST 205.00 FEET TO THE CENTER LINE OF UNITED STATES HIGHWAY NO. 395, BEING A POINT IN A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 39.03 FEET TO THE END OF SAID CURVE; THENCE ON A TANGENT TO SAID CURVE NORTH 49 DEGREES 52'30" EAST 78.26 FEET TO A POINT WHICH BEARS SOUTH 7 DEGREES 39'30" EAST 192.77 FEET AND SOUTH 8 DEGREES 32' EAST 310.31 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 8 DEGREES 32' WEST 310.31 FEET; THENCE NORTH 7 DEGREES 39'30" WEST 192.77 FEET TO THE TRUE POINT OF BEGINNING.

APN: 105-092-22-00

EXHIBIT B

Site Plan

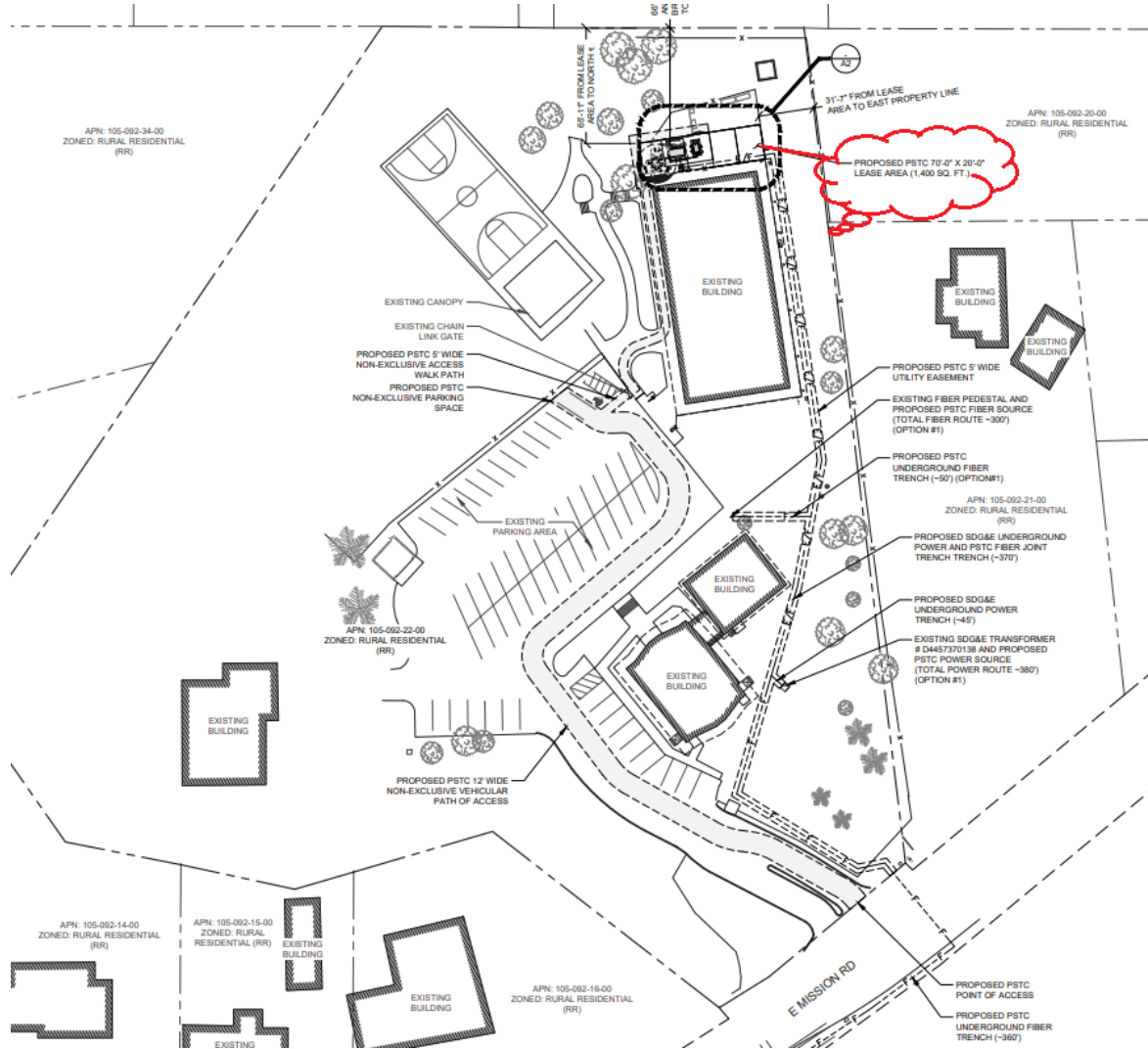


EXHIBIT B
(continued)

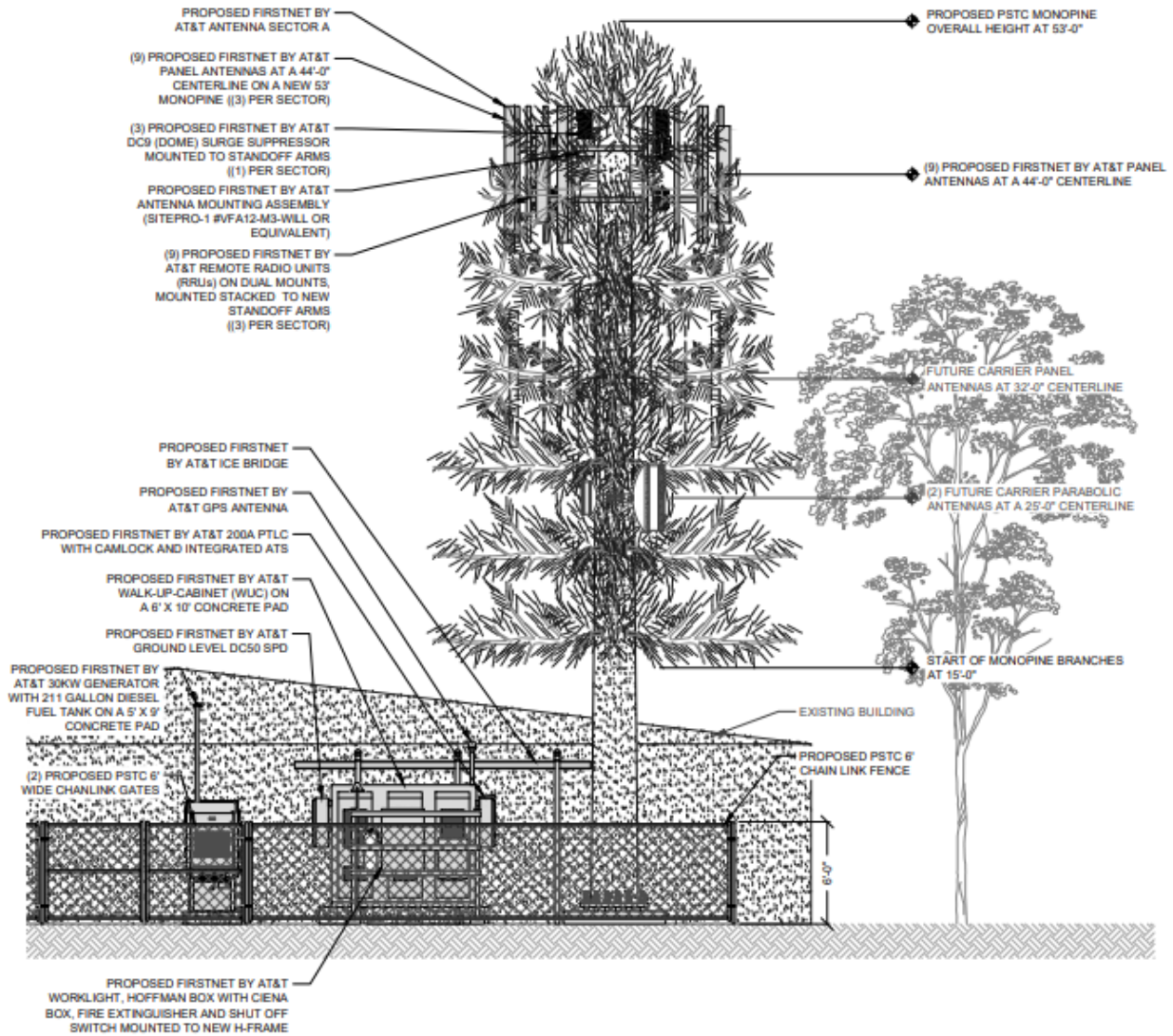


EXHIBIT D

Notification Of Rent Commencement Date

This Notification of Rent Commencement is delivered pursuant Section 4 (Rent) of that certain Agreement dated _____ entered into by and between Fallbrook Regional Health District, a California Special District ("**Landlord**"), and Public Safety Towers, LLC, a Delaware Limited Liability Company ("**Tenant**").

The Tenant hereby gives Landlord notice that the Rent Commencement Date is:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT E

Pre-Existing Frequencies

Landlord has provided Tenant with this list of radio frequency user(s) and frequencies used on the Parcel as of the Effective Date pursuant to Section 8 (Interference):

List pre-existing frequencies: NA

Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall not agree to or permit any expansive or change to such pre-existing uses without Tenant's prior written consent.

EXHIBIT F

Disclosure of Hazardous Material

None.

As detailed below.

EXHIBIT H

Memorandum of Lease

[Follows on Next Page]

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Womble Bond Dickinson (US) LLP
1333 North California Blvd., Suite 450
Walnut Creek, California 94596
Attn: Kristen Thall Peters, Esq.

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on the later of the signature dates, by and between [Insert Landlord's Name], a [Insert Landlord's Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 ("**Tenant**").

1. Landlord and Tenant entered into a certain Ground Lease Agreement ("**Agreement**") on _____, for the purpose of installing, operating and maintaining a facility and other improvements and other related purposes. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be [spell number] [(X)] years commencing on the Effective Date, with [spell number] (X) successive automatic [spell number] (X) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Among other rights, the Agreement gives Tenant a right of first refusal in the event Landlord receives a written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement, lease, or license with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

LANDLORD: [Insert Landlord's Name],
 [Insert Jurisdictional State and Entity Type]

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant: Public Safety Towers, LLC,
 a Delaware limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit 1