



San Juan Unified School District Facilities Committee

- | | | |
|--|---|---|
| <input type="checkbox"/> Frank Cockrell | <input type="checkbox"/> Josh Alvarado | <input type="checkbox"/> Zachary Morton |
| <input type="checkbox"/> Tina Cooper | <input type="checkbox"/> Anna Stellmacher | <input type="checkbox"/> Paul Roy |
| <input type="checkbox"/> Ashley Freer | <input type="checkbox"/> Peter McKane | <input type="checkbox"/> Vacant |
| <input type="checkbox"/> Jodi Mulligan-Pfile | <input type="checkbox"/> Murad "Moe" Sarama | <input type="checkbox"/> Vacant |
| <input type="checkbox"/> Melinda Avey | <input type="checkbox"/> Steve Ward | |

We commit to:

- | | |
|---|---|
| • Being responsive to the needs of students | • Clearly defining and agreeing upon mission |
| • Conducting meetings that are: Effective, Efficient and Decisive | • Members having open minds and being creative |
| • Focusing on solving problems | • Abide by Brown Act concept and principles |
| • Working together through the committee chair | • Being responsive to the direction of the Board as a whole |
| • Recognizing the committee's role as a recommending body | • Members being polite, respectful, and supportive of other's time and opinions |
| • Differentiating between fact and opinion | |

AGENDA

Tuesday, May 6, 2025

Katherine Johnson Middle School Library - 6:30 p.m.

I. CALL TO ORDER – 6:30 p.m.

II. VISITOR COMMENTS*

III. BUSINESS ITEMS

- | | |
|--|------------|
| 1. Site Tour | (Camarda) |
| 2. Approval of the Minutes – March 4, 2025 - A
(Materials provided, pages 2-4) | (Cockrell) |
| 3. Board Member Report - R | (Creason) |
| 4. Chair Report – R | (Cockrell) |
| 5. Staff Report – R | (Camarda) |
| 6. Update on Outreach for Potential Cell Tower at Rio Aermicano High School – R
(Materials provided, pages 4-8) | (Camarda) |
| 7. Lease Agreement for Potential Cell Tower
at Rio Americano High School, Western Fire Chiefs Association – D/A
(Materials provided, pages 9-48) | (Camarda) |
| 8. Bond Project Update Presentation – R
(Materials provided, pages 49-57) | (Arps) |

IV. ADJOURNMENT – 8:00 p.m.

A = Action; R = Report; D = Discussion

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San Juan Unified School District Facilities Committee

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<input type="checkbox"/> Tina Cooper	<input checked="" type="checkbox"/> Anna Stellmacher	<input type="checkbox"/> Paul Roy
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MINUTES

Tuesday, April 1, 2025
District Office, Conference Room A - 6:30 p.m.

I. CALL TO ORDER – 6:30 p.m.

The meeting was called to order by Mr. Cockrell at 6:55 p.m.

II. VISITOR COMMENTS*

There were no visitor comments.

III. BUSINESS ITEMS

1. Approval of the Minutes – March 4, 2025 - A

(Cockrell)

(Materials provided, pages 2-4)

As so moved by Mr. Morton; seconded by Ms. Avey. The committee voted unanimously to approve the March 4, 2025, meeting minutes.

2. Board Member Report - R

(Creason)

Ms. Creason reported that this month is School Library Month. She has been visiting a lot of sites. Ms. Creason also advised that new high school courses are being brought to the board for approval on April 22, 2025.

3. Chair Report – R

(Cockrell)

Mr. Cockrell reported that he presented to the board on March 25, 2025, to express the committee's support for the Facilities Master Plan Update. He also reminded the committee that the San Juan High School's field groundbreaking ceremony will take place on May 20, 2025.

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4. Staff Report – R

(Camarda)

Mr. Camarda reported that the Facilities Master Plan Update was approved at the March 25, 2025, board meeting and expressed his gratitude for the committee and their time spent on the project. It was a big lift. Other upcoming projects include Mira Loma High School Aviation CTE; Encina High School light modification, science wing, cafeteria and admissions; Sylvan Middle School parking and gym; San Juan High School track and field and science classroom upgrades; multiple fencing projects and portable projects as well.

5. Potential Cell Tower at Rio Americano High School, Western Fire Chiefs Association – R/A

(Camarda/McLaughlin)

(Materials provided, pages 5-15)

Mr. Camarda introduced the topic and provided the committee with some background information regarding the district's use of revenue received from cell tower leases. Funds received from cell towers placed on high school campus grounds are allocated back to high schools in the form of a grant. The district is currently working on developing a grant program for K-8 schools as well. Mr. Camarda then introduced Mike McLaughlin, from Western Fire Chiefs Association.

Mr. McLaughlin shared a presentation with the committee that went over the history of FirstNet, which is a dedicated band used strictly for public safety. The proposed tower would include a FirstNet band as well as the standard cell tower bands. The presentation included an overview of public safety technology, current and potential coverage, proposed site plans, monopole explanation, photo simulations of tower placement, and an explanation of electromagnetic energy.

Ms. Avey asked if the neighbors have been given an opportunity to weigh in on the project.

Mr. McLaughlin advised that they will be given an opportunity to provide feedback during a community meeting in May 2025.

Ms. Mulligan-Pfile asked for clarification – is this for fire safety only? Or other crimes?

Mr. McLaughlin replied, the tower will be for ATT and FirstNet, they are interwoven. FirstNet is explicitly for emergencies.

Ms. Stellmacher spoke in support of the project; the area really needs this.

Mr. Cockrell asked about the CEQA process for this project.

Mr. McLaughlin replied that the project is categorically exempt from CEQA.

Mr. Ward asked about the timing and implementation timeline.

Mr. Camarda replied approximately 18 months after board approval.

Mr. Cockrell asked the committee for a motion of the committee's support of the project.

It was moved by Ms. Stellmacher and seconded by Mr. Ward; the committee voted unanimously in support of the project.

6. Technology Services Department Update – R

(Skibitzki)

(Materials provided, pages 16-27)

Mr. Skibitzki, Senior Director of Technology Services, introduced himself to the committee and shared a presentation exhibiting the Technology Services department and what they do for the district. Mr. Skibitzki went over staffing, Service Now, networking, telecommunications support, MS CoPilot, Student Information Systems, desktop support, business systems support, special projects, E-Rate, security, A.I., end of year planning, computer replacement programs and translator services.

Committee members asked questions, which staff addressed, and shared comments.

IV. ADJOURNMENT – 8:00 p.m.

There being no further business or discussion, the meeting was adjourned at 8:23 p.m. by Mr. Cockrell.

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NOTICE OF NEIGHBORHOOD MEETING ON MAY 15

Project Name: Public Safety Towers Wireless Communications Facility

Project Address: Rio Americano High School - 4540 American River Drive, Sacramento, CA 95864

The purpose of this letter is to inform you about an informational meeting hosted by the San Juan Unified School District, the Western Fire Chiefs Association (WFCA), and Public Safety Towers, LLC (PSTC) to discuss the proposed installation of a FirstNet/AT&T public safety communication structure on the campus of Rio Americano High School. There is a gap in wireless coverage surrounding the high school. This vital project would bring FirstNet <https://www.firstnet.gov/> coverage to the area and enhance the public's access to wireless communication services.

The proposed FirstNet/AT&T public safety communications structure consists of a new 90-foot-tall monopole wireless communications tower and supporting equipment, including a shelter and backup generator. The ground lease area covers approximately 1500 square feet, with approximate dimensions of 60'x26', to be located in the southwestern quadrant of the property adjacent to the Cafeteria/Kitchen Building. See Exhibit 1 for a photo simulation of the proposed project.

PSTC was formed to improve communications for public safety and, by extension, the constituents they serve. Today's public safety operations require robust communications networks supporting voice and data. Wireless coverage enhancements will improve communications in some of the following ways.

- Allow the public to reach public safety via 911.
- Enable the public and emergency dispatchers to provide pre-arrival intelligence to emergency responders and route calls to the nearest response personnel to respond promptly to the public's needs.
- During emergencies, notify residents and coordinate evacuation plans for the public and other emergency response agencies (e.g., public works, animal control, outside agencies offering mutual aid).
- Send and receive records, maps, fire modeling information, and mission-critical data that assist emergency responders to make better decisions during an incident.
- Standard day-to-day communications.

FirstNet is the National Public Safety Broadband Network created by Congress in 2012 following the 9/11 Commission recommendations and operates under the Department of Commerce. All FirstNet facilities, including the one proposed at this location, will be equipped with FirstNet bandwidth, enhancing voice and data coverage for police, fire, emergency medical services, and schools. Additionally, the facility will provide coverage to AT&T customers. In the event of an incident, emergency communications take priority, and the bandwidth will be reallocated to ensure stable emergency communications.



JOIN THE MEETING: This meeting will be conducted via Zoom on Thursday, May 15, from 6 to 7 p.m. Visit www.sanjuan.edu/riovirtualmeeting on May 15 for the Zoom link. The WFA will provide information on the project, encourage public comments, and answer questions. The WFA will share all feedback from the meeting with relevant public officials.

If you have any questions about this project, please reach out to Margie Pauley, Site Acquisition Manager for Public Safety Towers (206-719-7145/m.pauley@pstctowers.com).

Thank you.

EXHIBIT 1







EXHIBIT 2



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

"To strengthen and advocate for the California Fire Service through leadership, unity and collaboration."

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 San Juan Unified School 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 4540 American River Drive, in the County of Sacramento, State of CA, 95864, APN: 292-0210-021-0000 (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 1500 square feet with approximate dimensions of 30’x50’, 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.

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**”) the Parties shall meet and negotiate an amendment to this Agreement to account for the Additional Premises, provided any final rental terms shall be no more onerous than

those contained herein. Tenant also agrees and acknowledges that any Additional Premises needed for staging or similar uses shall be fenced off while in use with such fencing removed when such Additional Premises are no longer needed.

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**”), including, but not limited to access 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 perform those tasks on or off the Parcel that are necessary, at Tenant’s sole discretion, to determine the suitability of the Parcel for the Permitted Use, including, but not limited to, investigating the physical condition of the Parcel, the environmental history of the Parcel, and 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 patent or latent 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 upon written notice to the Landlord, 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 (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Facility, as depicted in **Exhibit C – Staging Area**. The Tenant shall fence off the Staging Area prior to any use and the Tenant at its sole cost shall return the Staging Area to a substantially similar condition as when it was received by Tenant.

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

3. TERM.

- 3.1. Initial Term. The initial term of this Agreement shall be for five (5) years (the "**Initial Term**") and commence upon the Effective Date.
- 3.2. Extension Terms. This Agreement shall automatically renew for four (4) additional five (5) year terms (each additional five (5) 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 terminate unless otherwise agreed to by the Parties.
- 3.4. Holdover Term. 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. The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term 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 five hundred and No/100 Dollars (\$2,500.00) (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 written notification from Tenant to Landlord.

- 4.2. Tenant may only sublease the entire Premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed, except in the case of subleasing to an affiliate of Tenant or to a tenant/licensee of the Facility, in which case no consent shall be required. In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator ("Collocator"), Tenant shall remit fifty percent (50%) of the rent or license fees collected by Tenant from such Collocator (the "Collocator Rent") to the Landlord (the "Landlord's Revenue Share"). Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord's Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or markup payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and Landlord's Revenue share shall be prorated for partial periods. For the avoidance of doubt, New Cingular Wireless, PCS, LLC and its Affiliates, as the first carrier at the Communications Facility is and will always be considered the anchor tenant ("Anchor Tenant"). As a result, notwithstanding any possible assignment of conveyance of this Agreement or interest in the Communication Facility by the Anchor Tenant to a third party, in no event will the Anchor Tenant ever be considered or interpreted to be a collocator under this Section 4.2 for the purposed of payment of Landlord's Revenue Share.
- 4.3. Initial Payment. Tenant agrees to pay Landlord a one-time payment of fifty thousand and no/00 Dollars (\$50,000.00) within 60 days of full execution of this Agreement.
- 4.4. Project Management Fees. Tenant shall reimburse Landlord for Project Management Fees on a per project basis, not-to-exceed five thousand dollars (\$5,000.00) per project. Payment shall be received within sixty (60) days of the commencement of Landlord's completion of the project management. Tenant shall also be required to reimburse the Landlord for the direct costs incurred by the Landlord for services performed for the Division of State Architect and inspector services performed in relation to the project. For the purposes of this section, a project shall include the initial construction of the Communication Facility and any future upgrade, maintenance, or modification that would require the services laid out in this section.
- 4.5. 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 three percent (3%) of the Rent paid during the immediately prior year.
- 4.6. Rent Proration. In the event this Agreement is terminated, the Rent will be prorated for any partial month, based on a three hundred sixty-five (365) day year.
- 4.7. 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 tenth (10th) 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 and any Extension Term of this Agreement, and at no additional charge to Tenant, Tenant and Tenant’s Agents and service providers 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 already existing 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, in compliance with all FAA regulations, solely in connection with its Permitted Use and for the purpose of obtaining imagery of Tenant’s improvements on the Parcel, such use of unmanned aircraft systems may only occur outside of normal school hours and when children are not present. In the event any public utility or other service provider is unable to use the Access provided to Tenant, Landlord agrees to grant additional Access either to Tenant or to the public utility or other service provider, for the benefit of Tenant, at no cost to Tenant.
 - 6.2. Non-Exclusive Access. Notwithstanding and in connection with the foregoing, Landlord grants to Tenant a 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**. From and after the Effective Date, Landlord shall not, and shall not permit its other tenants, their subtenants, or any of their invitees, occupants or licensees on the Parcel to: (i) enter any portion of the Premises without the prior written consent of Tenant which Tenant may withhold in its sole and absolute discretion; or (ii) use any portion of the Parcel or install equipment or make any alterations to the Parcel which will cause interference with Tenant’s operations or use of the Parcel. If any such interference occurs, Landlord shall use its best efforts to promptly eliminate the interference. Landlord’s failure to comply with this Section 6.2 shall constitute a material breach of this Agreement.

- 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 the 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 beyond ordinary wear and tear caused by Tenant's use of such Access and where any damage, other than ordinary wear and tear, to the Access to the Premises is caused by the Tenant or its subcontractors, employees, agents, or independent contractors.
- 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 19 (Default and Right to Cure). In addition, if Landlord or its employees or agents impede or deny Access to Tenant, Tenant may, without waiving any other rights that it may have at law or equity, deduct from Rent an amount equal to Five Hundred Dollars (\$500.00) for each day that such Access is impeded or denied.
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 Government 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 19 (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 19 (Default and Right to Cure) and in this Agreement.
- 7.6. Notwithstanding any other provision of this Agreement, the Landlord can terminate this Agreement with thirty (30) days' written notice to Tenant for the following: (i) Tenant's occupancy and use of Landlord's property interferes with the education programs or activities of the Landlord; (ii) Tenant's occupancy and use of Landlord's property: (a) unduly disrupts the residents of the surrounding neighborhood; or (b) jeopardizes the health and safety of Landlord's students or staff. Additionally, if Tenant fails to comply with any and all applicable laws, ordinances, rules, or regulations as required by the provisions of this Agreement, Landlord retains the right to terminate such Agreement upon provision of the requisite notice for default under Section 19. Notwithstanding the foregoing, Landlord agrees that the Permitted Use as set forth under this Agreement, including the construction, operation, maintenance, and improvement of the Facility and all attendant operations, does not de facto violate any of the foregoing provisions.
- 7.7. 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 D – 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 used by Tenant and Tenant's subtenants and licensees.
- 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 and/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 ownership and/or control of 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 Premises, all at Tenant's cost and expense. Landlord shall grant as is reasonably necessary to effectuate the requirements of this Section 10.1, subject to all applicable laws, to any utility and service 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 any utility and/or service provider's request, Landlord shall execute a separate recordable easement evidencing this grant. The cost of granting such an easement shall be the sole responsibility of the Tenant. 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 or services. In the event Tenant is unable to secure timely utilities and services, Landlord agrees to permit Tenant to install a submeter and connect to Landlord's utility or other service. In such instance, Tenant shall reimburse Landlord for Tenant's consumption of utilities and services as measured by the applicable submeter.

10.2. Tenant's Payment for Utilities Consumed. Tenant shall be responsible for paying all utility and 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 and other services to operate and must operate twenty-four (24) hours per day,

seven (7) days per week. In the event of a utility or service interruption, Landlord agrees to allow Tenant and Tenant's subtenants the right to utilize temporary utility and service sources until stable utilities and services are restored. In the event the temporary utility and service 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 have not and 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 and for a period of ninety days thereafter. 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. Notwithstanding the foregoing, at the end of the Term or upon termination of this Agreement, if Tenant has not removed its property, within ninety (90) days it shall be considered and abandoned and the property of Landlord at no extra cost to the Landlord. At the end of the Term or upon termination of this Agreement and with the Landlord's written consent, Tenant may also opt to leave such any of such property at the Premises and transfer such remaining property to Landlord with an as-is bill of sale.
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, with Landlord's consent, which consent shall not be unreasonably withheld conditioned or delayed, and provided that no consent shall be required in the case of an assignment of this Agreement and delegation of Tenant's obligations hereunder to an affiliate of Tenant, or in case of a change in control of Tenant, whether by reorganization, merger, sale of

assets or equity, operation of law, or otherwise. 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. Fingerprinting. Tenant must submit an executed Fingerprinting Notice and Acknowledgment, attached hereto as Exhibit C, within fifteen (15) days of execution of this Agreement or accessing the Property, whichever date is first to occur; provided, however, if fingerprinting is not required under applicable law at the time of execution of this Agreement or accessing the Property, Tenant shall not be required to submit the Fingerprinting Notice and Acknowledgment.
16. INSURANCE. Tenant shall provide Commercial General Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) 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 promptly following 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.
17. INDEMNIFICATION.
 - 17.1. Each party shall indemnify, defend and hold the other harmless against any and all third-party claims, liability, damages, expenses, or loss ("Claims") from the death or personal injury of any person, including any person who is an employee, subcontractor, independent contractor, or agent of the indemnifying party, or the damage to or destruction of any property to the extent resulting from or arising out of the negligence or willful misconduct of the other party, or its, its employees, agents, officers, Board of Trustees, members of its Board of Trustees, and contractors ("Indemnifying Parties"); provided, however, the indemnifying party shall have no obligation to indemnify, defend or hold harmless the other party against any claims, liabilities and losses as may be due to or caused by the negligence or willful misconduct of the other party, its employees, officers, agents and contractors ("Indemnified Parties"), or any of them. The obligations under this Section 17.1 shall survive the expiration or earlier termination of this Agreement. In addition, Landlord shall indemnify, defend and hold the Tenant Indemnified Parties harmless against any and all third-party Claims arising out of any act or omission of Landlord that would impede the Permitted Use hereunder in violation of the terms of this Agreement or applicable law.
 - 17.2. 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 (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.

18. WARRANTIES.

- 18.1. 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.
- 18.2. 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 E – 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.
- 18.3. 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.
- 18.4. 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 F – Subordination, Non-Disturbance and Attornment Agreement**, or in the mortgagee's commercially standard form acceptable to Tenant.

19. DEFAULT AND RIGHT TO CURE.

19.1. 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); or (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, 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, indirect or special damages, or lost revenue, profits, business opportunity, enterprise value, goodwill or similar losses, however caused, based on any theory of liability.

19.2. Landlord Default. The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide the 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) the 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.

20. NOTICES. All notices, communications, requests and demands hereunder shall be in writing and shall be deemed effective (i) after three (3) days when deposited in the U.S. mail, certified and postage prepaid, or (ii) after one (1) day when sent via overnight delivery by a nationally recognized courier, or (iii) on the business day it was sent, if sent during business hours (8:00 am to 5:00 pm, Pacific Time Zone), via e-mail to the addresses set forth below with a copy also sent via the method described in (i) or (ii) above:

If to Tenant: Public Safety Towers, LLC
701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011
Attention: Lease Notices
E-mail Address: notices@pstctowers.com

With a copy to: Public Safety Towers, LLC
701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011
Attention: PSTC Counsel
E-mail Address: counsel@pstctowers.com

If to Landlord: San Juan Unified School District
4540 American River Dr, Sacramento, CA 95864
Attention: [Name]
Telephone No.: [Number]
E-mail Address: [Email]

Either Party may change its notice address upon thirty (30) days prior written notice to the other Party. 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.

21. 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 seventy-two (72) 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 Agreement 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.

22. CASUALTY.

22.1. 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.

22.2. 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, prorated equitably relative to the size of such temporary facilities.

- 22.3. 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 in accordance with Section 22.2.
23. 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.
24. 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 24 (Other Payable Charges) shall survive the termination or expiration of this Agreement.
25. TRANSFERS OF THE PARCEL OR PREMISES.
- 25.1. Transfer by Landlord. Subject to the terms of this Agreement and except as provided in Section 27 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.

26. 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, the Access or otherwise impair Tenant's rights hereunder.

27. ANTI-PIRACY/PARTIAL TRANSFER.

- 27.1. Landlord agrees that it will not offer to, or accept any offer to, 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.
- 27.2. 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 "**Partial Offer**"), Landlord shall furnish Tenant with a copy of the Partial Offer within ten (10) days of receipt of the Partial 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 Partial Offer. Further, Tenant may, at its sole discretion, assign its rights in this Section 27 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 and/or the Access pursuant to the Partial Offer, subject to the terms of this Agreement, unless (a) any of the terms of the Partial 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 27 with respect to any future proposed conveyances as described herein.

- 27.3. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises or the Access in violation of this Section 27, 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 27.
28. TAXES. Landlord shall pay when due all real property taxes, fees and assessments for the Parcel including the Premises. Tenant shall pay, prior to delinquency, all personal property taxes and real property taxes directly attributable to the Facility for so long as this Agreement remains in effect. If Landlord receives notice of any personal property or real property tax assessment that is directly attributable to the Facility, Landlord shall immediately provide notice of the assessment to Tenant and shall allow Tenant to consent to or challenge such assessment, whether in a court, administrative proceeding or other venue, on behalf of Landlord and/or Tenant. Landlord shall provide Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 28.
29. 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. No waiver by either Party or any provision of this Agreement shall be deemed a waiver of provision with respect to any subsequent matter relating to such provision.
30. 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 G – 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 of Lease to incorporate any expansion of the Premises or additional easements granted in connection with the Premises, and Landlord will reasonably cooperate in connection therewith.
31. 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.

32. 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.
33. 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.
34. GOVERNING LAW. This Agreement will be governed by the laws of the state in which the Parcel is located, without regard to conflicts of law. Venue shall be with the appropriate state court located in Sacramento County or in the federal court of the Eastern District of California, subject to a motion for transfer of venue.
35. 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) any 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.
36. AFFILIATES. Any right of Tenant granted hereunder may be exercised by, at Tenant’s election, any Affiliate of Public Safety Towers, LLC 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.
37. 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.

38. 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 upon 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.
39. 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.
40. ATTORNEYS' FEES. In the event either party to this Agreement shall commence litigation or other legal proceedings against the other to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, each party shall pay its own legal costs, including, without limitation, reasonable attorneys' fees and reasonable attorneys' costs and expenses.
41. 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.
42. 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.
43. FURTHER ACTS. Upon request, Landlord will cause to be reasonably 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.
44. CONFIDENTIALITY. Subject to customary exceptions, including to the extent disclosure is required under law or regulation, including that of an applicable securities exchange requirement 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.

45. 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.
46. 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.
47. PARTIAL INVALIDITY. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect.
48. BROKER COMMISSIONS. If Landlord is represented by any broker or any other leasing agent (collectively, "**Broker**"), Landlord shall be responsible for any commission fee or other payment to such Broker, and agrees to indemnify, defend and hold Tenant harmless from all claims by such Broker or anyone claiming through such Broker. If Tenant is represented by any Broker, Tenant is responsible for all commission fees or other payment to such party, and agrees to indemnify, defend and hold Landlord harmless from all claims by such party or anyone claiming through such party. Both parties represent and warrant to the other that such Party has not paid a commission fee or other payment to a Broker, agent or employee of the other Party.
49. BOARD APPROVAL/RATIFICATION. The effectiveness of this Agreement and any amendment hereto is contingent upon approval or ratification by the Landlord's governing board.

[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: San Juan Unified School 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: 292-0210-021-0000

Address: 4540 American River Drive, Sacramento, CA 95864

The parcel is legally described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of that certain 2206.81 acre tract of land described in a Deed dated October 19, 1910, executed by Rancho Del Paso Land Company, to W. E. Gerber and W. A. Curtis recorded in the office of the Recorder of Sacramento County, in Book 317 of Deeds, page 559, described as follows:

Beginning at a point on the Northeasterly line of that certain 111.91 acre tract of land described in Deed dated August 22, 1956, executed by Sacramento Abstract and Title Company to Vivian Severien et. al, recorded in the office of the Recorder of Sacramento County, in Book 3143 of Official Records, at page 428, from which point of beginning the Northeasterly corner of said 111.91 acre tract of land bears North 34° 34' 30" West 734.77 feet; thence from said point along the Northeasterly line of said 111.91 acre tract of land South 34° 34' 30" East 1398.21 feet to a point on the Northwesterly line of that certain 4.893 acre tract of land described as Parcel A in the Document executed by Albert H. Lederer, et al, to Sacramento and San Joaquin Drainage District recorded in the office of said Recorder in Book 3338 of Official Records, page 194; thence along the Northwesterly line of said 4.893 acre tract of land the following two courses and distances: South 58° 52' 00" West 868.27 feet and South 60° 14' 10" West 722.11 feet; thence parallel to the Northeasterly line of said 111.19 acre tract of land North 34° 34' 30" West 900.80 feet to a point from which the most Easterly corner of Lot 28 as said Lot is shown on the official plat of Wilhaggin East Unit No. 1, recorded in the office of said Recorder in Book 59 of Maps, Map No. 32, bears the following two courses and distances: North 34° 34' 30" West 191.91 feet and North 48° 07' 15" East 122.49 feet; thence, Northeasterly, curving to the left on an arc of 6000.00 feet radius, said arc being subtended by chord bearing North 42° 43' 29" East 979.81 feet; thence curving to the right on an arc of 8000.00 feet radius, said arc being subtended by a chord bearing North 39° 52' 04" East 509.98 feet; thence continuing on a curve to the right on an arc of 7206.00 feet radius said arc being subtended by a chord bearing North 42° 15' 44" East 142.88 feet to the point of beginning.

EXHIBIT B

Site Plan

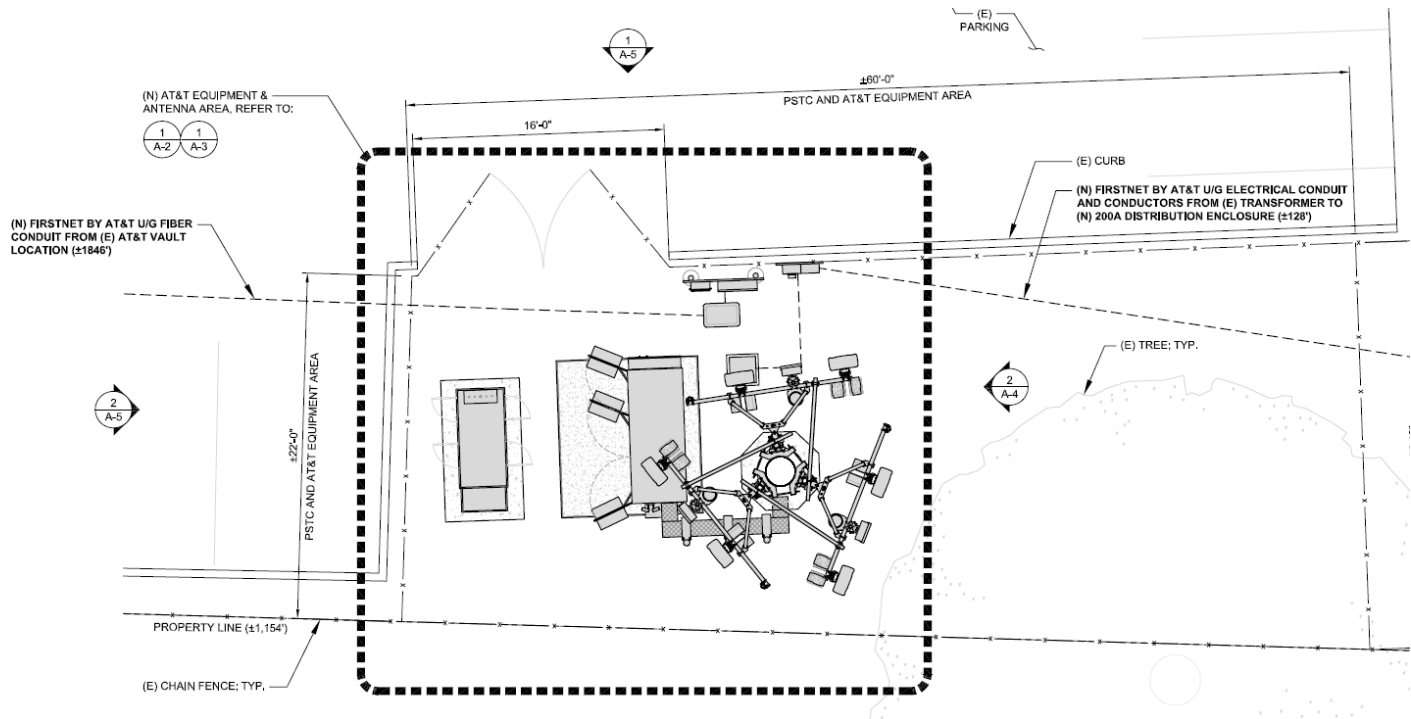


EXHIBIT C

Staging Area



EXHIBIT D

Pre-Existing Frequencies

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

Pre-existing frequencies here: 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 expansion or change to such pre-existing uses without Tenant's prior written consent.

EXHIBIT E

Disclosure of Hazardous Materials

☒ None.

☐ As detailed below.

EXHIBIT F

Subordination, Non-Disturbance and Attornment Agreement

[Follows on Next Page]

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Public Safety Towers, LLC
701 Palomar Airport Road, Suite 160
Carlsbad, California 92011
Attn: Asset Management

(Space Above This Line for Recorder's Use Only)

APN: [redacted]
Site ID: [redacted]
Site Name: [redacted]
Site Address: [redacted]
County: [redacted]

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between [Mortgagee's Name], a [Mortgagee's Jurisdictional State and Entity Type], having its principal address at [Insert Mortgagee's Address] (hereinafter called "Mortgagee") and [Landlord's Name], a [Landlord's Jurisdictional State and Entity type] having its principal office/residing at [Landlord's Address] ("Landlord"), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011 ("Tenant").

RECITALS:

- A. Tenant has entered into a certain [Insert Agreement Title] Agreement dated [Insert Effective Date], (the "Lease") with Landlord, covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the "Premises"); and
- B. Landlord has given to Mortgagee a mortgage or deed of trust (the "Mortgage") upon certain real property ("Property"), as described in the Mortgage, a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell out Dollar Amount] and [redacted]/100 (\$XXX) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] as Instrument No. [redacted]; and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property of which the Premises forms a part (but not Tenant's fixtures or other property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord.

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any equipment, fixtures and/or other property installed by or on behalf of Tenant or its related parties on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such equipment, fixtures and/or other property of Tenant or Tenant's assignees, sublessees, licenses and related parties, now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or Subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK - SIGNATURE PAGE FOLLOWS]

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

LANDLORD: [Landlord’s Name],
 a [Landlord’s Jurisdictional State and Entity Type]

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: _____

MORTGAGEE: [Mortgagee’s Name],
 a [Mortgagee’s Jurisdictional State and Entity Type]

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

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MORTGAGEE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

Premises

EXHIBIT G

Memorandum of Lease

[Follows on Next Page]

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Public Safety Towers, LLC
701 Palomar Airport Road, Suite 160
Carlsbad, California 92011
Attn: Asset Management

(Space Above This Line for Recorder's Use Only)

APN:
Site ID:
Site Name:
Site Address:
County:

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is entered into [Insert Date], by and between [Landlord's Name], a [Landlord's Jurisdictional State and Entity Type], having a principal address at [Landlord's Address] (hereinafter called "**Landlord**"), and Public Safety Towers, LLC, a Delaware limited liability company, having a mailing address of 701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011 ("**Tenant**").

1. Landlord and Tenant entered into a certain [Insert Agreement Title] ("**Agreement**") dated effective as of [Insert Effective Date], for the purpose of installing, operating and maintaining a communication facility and other improvements. 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 of written notification by Tenant to Landlord of Tenant's exercise of the Option], 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 and incorporated herein by reference.
4. This Memorandum 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 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.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be effective as of the Effective Date.

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

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

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

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

[ADD SECOND SIGNATURE BLOCK AS NEEDED]

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

LANDLORD ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

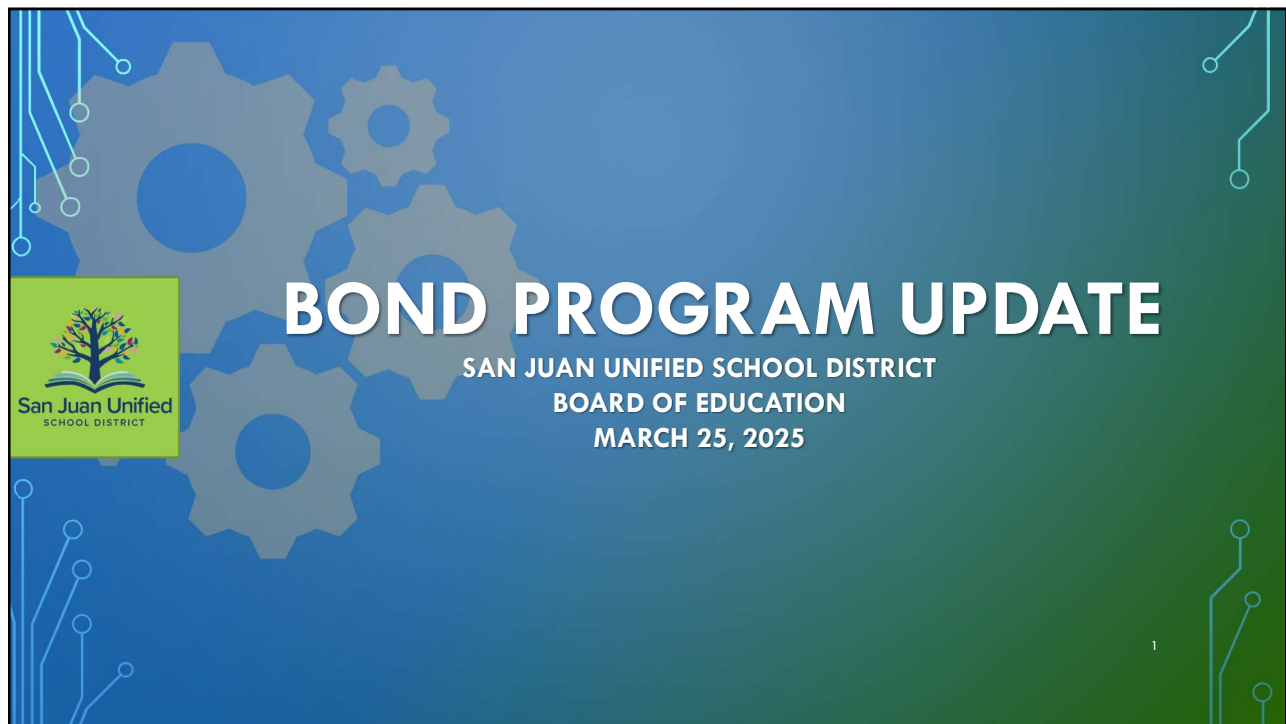
APN: [REDACTED]

Address: [REDACTED]

The parcel is legally described as follows:

[Insert Property Legal Description]

[Insert Lease Area Legal Description and Legible Exhibit]



1



2

2014 MASTER PLAN PRIORITIES

HIGH SCHOOLS

- Stadium upgrades including all weather tracks and fields, restrooms and concessions
- Performing arts (El Camino Fundamental High School, Rio Americano High School)
- Science classrooms (Mira Loma High School, Bella Vista High School, Del Campo High School)
- Outdoor spaces
- 21st century learning classrooms
- Air conditioning in gymnasiums

MIDDLE SCHOOLS

- Gymnasiums and locker rooms (John Barrett Middle School, Arcade Middle School, Arden Middle School, Katherine Johnson Middle School)
- Expand cafeterias
- Performing arts
- Playfields
- Science classrooms

3

3

2014 MASTER PLAN PRIORITIES

K-8 SCHOOLS

- Addition of gymnasiums & locker rooms
- Creation of seven-to-eight wings
- Replacement of portables with permanent classrooms
- Field upgrades

ELEMENTARY

- Replacement of portables with permanent classrooms
- Multipurpose buildings
- Upgrades to HVAC
- Parking drop-off improvements
- Security & fencing
- Library upgrades

4

4



5



6



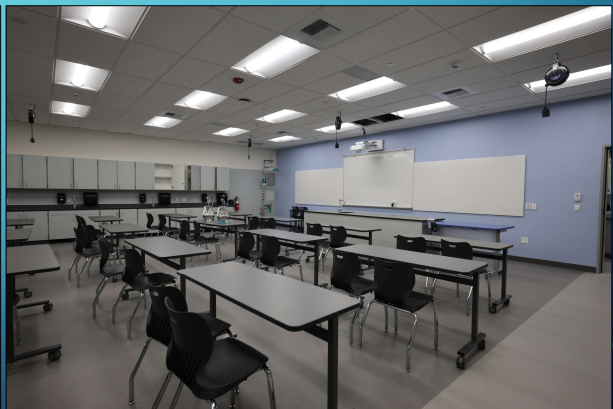
MESA VERDE HIGH SCHOOL – STADIUM PROJECT



7



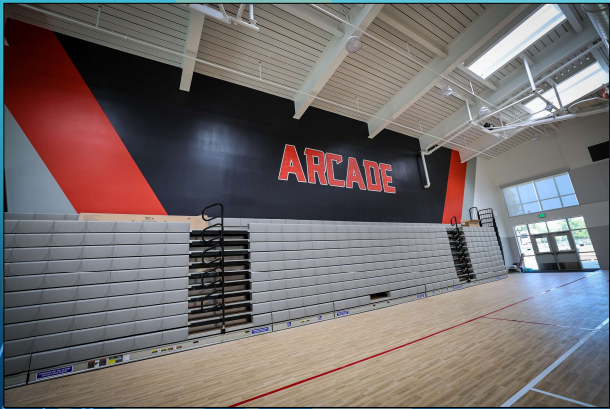
KATHERINE JOHNSON MIDDLE SCHOOL



8



ARCADE MIDDLE SCHOOL



9



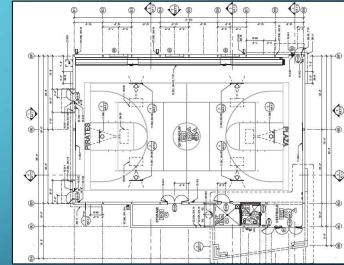
MARIEMONT ELEMENTARY SCHOOL – MOD.



10



SYLVAN MIDDLE SCHOOL GYM, CLASSROOM/SUPPORT SERVICES SPACE, AND PARKING LOT – TBD 2027



CONCEPTUAL PLANS

11



ENCINA HIGH SCHOOL NEW/MOD. – TBD 2027

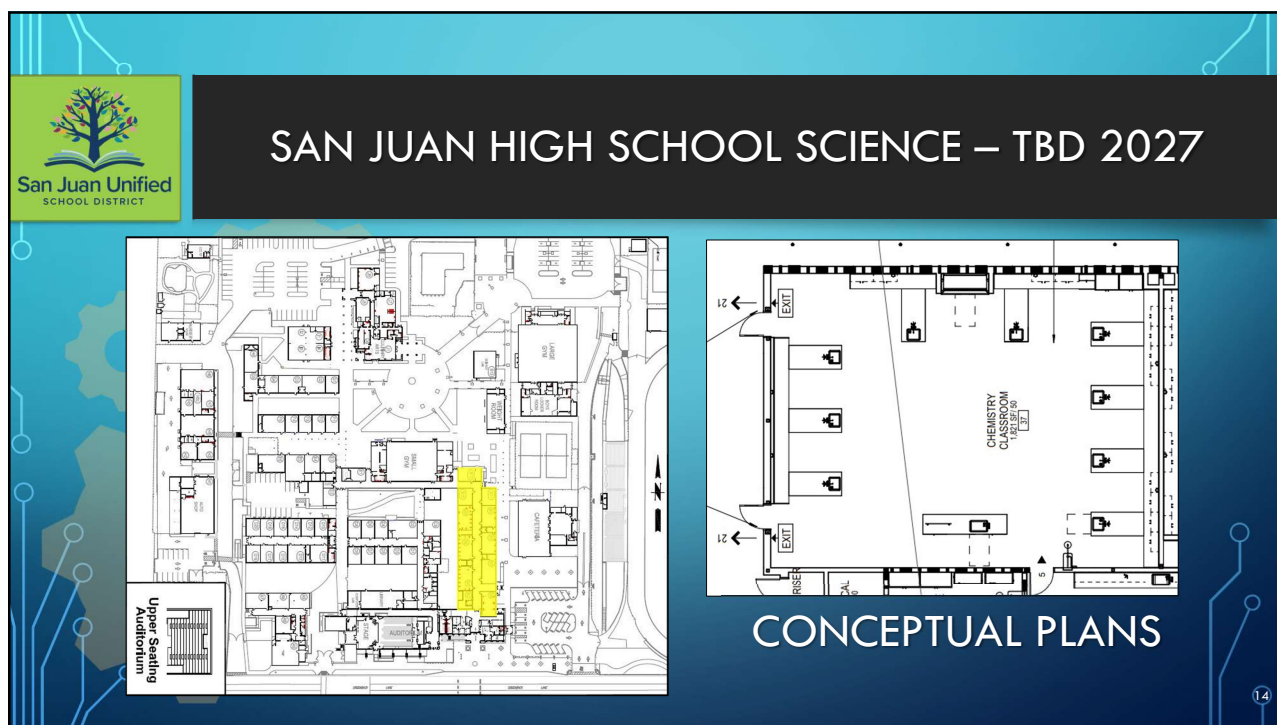


CONCEPTUAL RENDERINGS


12



13




14



ADDITIONAL PROJECTS

Thomas Coleman Site Modernization (Charter School)	Shade structures at Arden Middle School & Albert Schweitzer Elementary School – Fall 2025
Mira Loma High School CTE Aviation – Fall 2025	Camp Winthers water system & bathroom upgrades – Fall 2025
Roofing projects at Del Campo High School & Encina High School	ECE playground upgrades at seven sites – Fall 2025
Locker rooms modifications at Casa Roble Fundamental High School & Mesa Verde High School	Sierra Oaks K-8 School multipurpose building HVAC
Gold River K-8 School cabling upgrade	Portables at six sites for temporarily impacted schools – Fall 2025
Student safety fencing projects at seven sites completed in 2024, seven more sites scheduled in 2025	Furniture replacement - ongoing
HVAC replacement at nine sites using ESSER Funds	

15



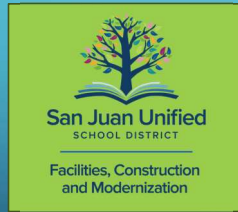
MAINTENANCE AND OPERATIONS PROJECTS

Site wide flooring replacement at Rio Americano High School and Del Campo High School – Summer 2023	Thomas Edison Language Institute exterior paint – August 2023
Multipurpose room, stage, and kitchen flooring replacement at over eight sites – Summer 2025	Mira Loma High School pool upgrades – July 2023
Casa Roble Fundamental High School varsity baseball & softball field upgrades – November 2023	HVAC controls upgrades phase #2 – October 2024
Del Campo High School weight room & wrestling – October 2024	Hardscape repair at Thomas Edison Language Institute, Howe Avenue Elementary School, Northridge Elementary School w/play structure, Oakview Community Elementary School w/play structure, and Cameron Ranch Elementary School w/play structure – June 2024 through October 2024
San Juan High School tennis courts – July 2024	
TK Playgrounds - TBD	

16

THANK YOU QUESTIONS?

Latest project updates can be found at www.sanjuan.edu/constructionnews



Facilities Committee Attendance Summary 2024-2025

Committee Members (Initials: board members)	09-03-2024	10-01-2024	11-05-2024	12-03-2024	01-07-2025	02-02-2025	03-04-2025	04-01-2025	05-06-2025	06-03-2025
Frank Cockrell* (ZC)	✓	✓	C A N C E L E D	✓	✓	C A N C E L E D	✓	✓		
Steve Ward (NB)	✓	✓		✓	✓		✓	✓		
Ashley Freer (AS)	✓	✓		✓			✓	✓		
Zachary Morton (BA)	✓			✓	✓		✓	✓		
Tina Cooper** (PC)	✓	✓			✓		✓			
Melinda Avey (NB)	✓	✓		✓	✓		✓	✓		
Jodi Mulligan-Pfile (ZC)	✓	✓		✓	✓		✓	✓		
Murad “Moe” Sarama (MP)	✓	✓								
Peter McKane (BA)	✓				✓					
Josh Alvarado (TK)	✓	✓			✓		✓			
Anna Stellmacher (PC)		✓		✓	✓			✓		
Paul Roy (TK)				✓	✓		✓			
Vacant (AS)										
Vacant (MP)										

Board of Education /Appointees (Term Expires)

Pam Costa (12/28)	Anna Stellmacher (07/26)	Tina Cooper** (07/25)
Nick Bloise (12/28)	Steve Ward (07/25)	Melinda Avey (07/25)
Abid Stanekzai (12/28)	Vacant -	Ashley Freer (07/25)
Zima Creason (12/26)	Frank Cockrell* (07/26)	Jodi Mulligan-Pfile (07/25)
Ben Avey (12/26)	Zachary Morton (07/26)	Peter McKane (07/25)
Manny Perez (12/26)	Murad “Moe” Sarama (07/25)	Vacant -
Tanya Kravchuk (12/26)	Paul Roy (07/26)	Josh Alvarado (07/25)

*Chair

**Assistant Chair

cb 5/1/2025 1:06:40 PM

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2024-2025**

L
04/22/2025

MAY 13

Recognition: National Speech Pathologist Day (May 18) – A	Slavensky
Recognition: Classified School Employee Week (May 18-24) – A	Thigpen
San Juan Youth Voice Advocates – R	Oaxaca
District TK-12 Mathematics Update – R	Slavensky
Cellphone Policy – D [Discussed 10/22/24]	Allen
Public Hearing: SELPA Local Plan Annual Update – D/PC	Slavensky
Public Hearing No. 2: Golden Valley (Orchard School) Charter School Renewal Petition–A [PH/D: 02/25/25]	Oaxaca
Revisions to Board Policy 5113 Absences and Excuses – D	Oaxaca
New Board Policy 5113.1 Chronic Absence and Truancy – D	Oaxaca
CSEA Initial Proposal for Contract Reopener 2024-25 – D	Thigpen
*Reading Difficulties Screener – A [Discussed 04/22/25]	Slavensky
*Audit Reports for Measures J, N, P and S – A	Ryan

MAY 27

Recognition: National Science Bowl (if applicable) – A	Schnepp
Recognition: Science Olympiad (if applicable) – A	Schnepp
Recognition: Academic Decathlon (if applicable) – A	Schnepp
Multi-Tiered System of Supports (MTSS) – R	Oaxaca
Restorative Practices/Student Discipline – R	Oaxaca
Cellphone Policy – A [Discussed 10/22/24; 05/13/25]	Allen
Public Hearing No. 2: New Pacific Charter School Application – A [PH/Discussed 04/08/25]	Oaxaca
CSEA Initial Proposal for Contract Reopener 2024-25 – PC [Discussed 05/13/25]	Thigpen
*Head Start/Early Head Start SETA Grant Resolution 2025-2026 – A	Townsend-Snider
*Facility Lease Amendments – A	Camarda
*Revisions to Board Policy 5113 Absences and Excuses – A [Discussed 05/13/25]	Oaxaca
*New Board Policy 5113.1 Chronic Absence and Truancy – A [Discussed 05/13/25]	Oaxaca

JUNE 10

Public Hearing: LCAP – D	Slavensky
Public Hearing: LCAP Choices Charter School – D	Oaxaca
Public Hearing: Adoption of the 2025-2026 Budget – D	Ryan
Strategic Plan Update – R	Allen
Revisions to Board Policy 5144 Discipline – D	Oaxaca
Revisions to Board Policy 5144.1 Suspension and Expulsion – D	Oaxaca
Temporary Interfund Borrowing of Cash – A	Ryan
*CIF Superintendent Designation of Representatives 2025-2026 – A	Schnepp
*ECE Program Self-Evaluation for CDE – A	Townsend-Snider
*Head Start/Early Head Start COLA Funding Allocation 2025-2026 – A	Townsend-Snider

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California School Dashboard Local Indicators – R	Slavensky
LCAP – A [Public Hearing 06/10/25]	Slavensky
Choices Charter School California School Dashboard Local Indicators – R	Oaxaca
LCAP Choices Charter School – A [Public Hearing 06/10/25]	Oaxaca
Adoption of the 2025-2026 Budget – A [Public Hearing 06/10/25]	Ryan
*2024-2025 Actuarial Report (OPEB) – A	Ryan
*Charter School 2023-2024 Audit Reports (AAT, CMP, GIS, GV, OFY, VIE) – A	Ryan
*School Plan for Student Achievement – A	Oaxaca

*Revisions to Board Policy 5144 Discipline – A [Discussed 06/10/25]

*Revisions to Board Policy 5144.1 Suspension and Expulsion – A [Discussed 06/10/25]

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D=discussion; A=action; *=consent; R=report; PC=public comment