



**This meeting will be held in person, but you may attend virtually; see the instructions on page 2.**

## AGENDA

12:00 a.m. LUNCH

12:15 p.m. BOARD MEETING

**1. Roll Call**

**2. Pledge of Allegiance**

**3. Comments from the Audience**

Comments will be limited to 4 minutes per individual, group, or organization; please state your name and organization (if applicable) when prompted.

**4. Consent Calendar**

4.1 Approval or Correction of the Minutes of the Last Regular Meeting of February 5, 2025

4.2 Quarterly Letter to Mayor and Council

**5. Items Removed from Consent Calendar**

**6. Resolution No. 1970, A RESOLUTION Authorizing and Directing the General Manager to Execute (1) A Deed to the City of Medford for 5,646 Square Feet of Land From the Medford Water Capital Hill Reservoir Site, (2) A "Colocation Agreement" with Public Safety Towers LLC, and (3) A "Grant of Access Easement and Utility Easement" Agreement with Public Safety Towers LLC; All in Support of a New Public Safety Communications Tower Relocation Necessary for Reconstruction of the Capital Hill Reservoirs**

**7. Leadership Team Reports**

Leadership Team staff will be present and may provide information: Engineering Manager Brian Runyen, Finance Manager Beau Belikoff, Water Operations Manager Dan Perkins, Information Technology Manager Kris Stitt, Human Resources Manager Tanya Haakinson, Water Resources & Customer Service Manager Julie Smitherman, and General Manager Brad Taylor.

**8. Propositions and Remarks from the Commissioners**

**9. Adjourn**

<b>DATES TO REMEMBER*</b>					
<b>DATE</b>	<b>DAY</b>	<b>TYPE OF MEETING</b>	<b>STUDY SESSION TIME &amp; TOPIC</b>	<b>REGULAR MEETING</b>	<b>LOCATION</b>
3/5/25	Wed	Board Meeting	Capital Budget I	12:15 p.m.	Prescott Room, Police Dept
3/19/25	Wed	Board Meeting	Capital Budget II	12:15 p.m.	Prescott Room, Police Dept

*\*Meeting dates, times, and locations are subject to change.*

### **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY**



To join by computer, click the following link:

[https://us02web.zoom.us/webinar/register/WN\\_NKYoTMejTfK5yGPv-EH\\_qw](https://us02web.zoom.us/webinar/register/WN_NKYoTMejTfK5yGPv-EH_qw)

Meeting passcode: 558114



To join by phone, call:

(669) 900-6833

Meeting ID Number: 826 3328 5827

Meeting passcode: 558114



## Memorandum

**TO:** Commissioners David Wright, Jason Anderson, John Dailey, Bob Mylenek, and Bob Strosser  
**FROM:** Brad Taylor, General Manager  
**DATE:** Wednesday, February 19, 2025  
**SUBJECT:** Item 4.2 – Quarterly Letter to the Mayor and City Council  
**OBJECTIVE:** Board Approval

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### Issue

The letter to the Mayor and City Council for the second quarter of Fiscal Year 2024-25 along with the financials, Consumption Report, and Watershed Report.

### Discussion

Medford Water is required by Section 19 of the Medford Charter to make full reports of the business transacted by it and of the condition of its funds once every three months to the City Council. If the board members agree to the contents of the letter for the second quarter of FY24-25, the Chair and General Manager will sign, and it will be forwarded to the Mayor and Council members.

### Financial Impact

n/a

### Requested Board Action

Approve contents of the second quarter letter to the Mayor and City Council.



February 19, 2025

Mayor Michael Zarosinski and City Council  
City of Medford, Oregon  
411 West 8th St.  
Medford, Oregon 97501

Honorable Mayor and Council Members:

Attached are Medford Water's quarterly financial reports for the second quarter of Fiscal Year 2024-25, as well as Consumption and Watershed Reports.

Some of Medford Water highlights from second quarter of Fiscal Year 2024-25 are as follows:

- Opened competitive bids for construction of our Water Operation Center Project. We anticipate awarding Notice to Proceed (NTP) in next quarter to S+B James Construction.
- Completed Annual Audit for the previous Fiscal Year (you received an update at a Council Meeting in January as well).
- Held a Board meeting in Butte Falls and took the Board on a tour of the work done to support our Board Adopted Forest Management Plan (2020).
- Awarded a multi-year contract to perform backflow inspections on residential water services.
- Renewed an Intergovernmental Agreement (IGA) with Jackson County on maintaining stream flow gauges in our watershed.
- Awarded a CM/GC contract for our Distribution System SCADA and Communication system replacement project.
- Held a public hearing and adopting new water rates that go into effect in March of 2025 (we do this annually).
- Approved a contract for construction of Southwest Medford Infrastructure Improvements (a project working with City of Medford and ARPA Grant awarded project).
- Performed a field spill response drill with regional partners on the Rogue River near our water intake structure.

If the Mayor or Council members have any questions, feel free to contact our office at any time, or Nick Card, Council Liaison.

Sincerely,

David Wright, Chair  
Board of Medford Water Commissioners

Brad Taylor, General Manager  
Medford Water

Attachments



**Medford Water Commission**  
**Income Statement**  
**December 31, 2024**

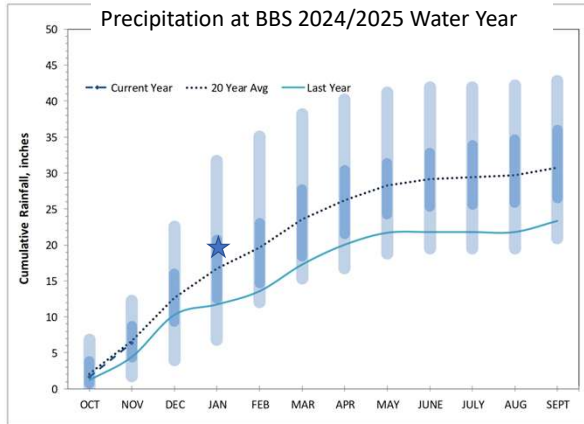
	Water Fund	Construction Fund	Bond Project Fund	Total Current	Total Prior	Total Year to Date	Total Prior Year to Date
<b>Operating Revenues</b>							
Residential Sales Inside Gallonage	\$ 227,694	\$ -	\$ -	\$ 227,694	\$ 217,462	\$ 4,616,717	\$ 3,944,507
Commercial Sales Inside Gallonage	89,744	-	-	89,744	80,753	1,674,942	1,393,765
Industrial Sales Inside Gallonage	3,703	-	-	3,703	4,212	36,735	75,570
Base Charges Inside	635,439	-	-	635,439	578,814	3,809,416	3,467,016
High Elevation Charges	32,774	-	-	32,774	30,641	292,176	258,119
Fire Services Inside	35,966	-	-	35,966	31,915	215,221	191,680
Residential Sales Outside Gallonage	46,454	-	-	46,454	38,110	680,283	598,457
Commercial Sales Outside Gallonage	19,560	-	-	19,560	13,312	365,911	287,031
Industrial Sales Outside Gallonage	133,468	-	-	133,468	108,183	1,062,964	840,649
Base Charges Outside	139,832	-	-	139,832	125,639	836,317	754,241
Fire Services Outside	11,973	-	-	11,973	10,036	69,318	60,211
Sales to Other Utilities	112,264	-	-	112,264	107,692	1,612,572	1,472,874
Miscellaneous Collections	46,722	-	-	46,722	38,109	230,459	239,891
Connections/Installations	37,573	-	-	37,573	66,934	721,804	491,369
<b>Total Operating Revenues</b>	<b>1,573,167</b>	<b>-</b>	<b>-</b>	<b>1,573,167</b>	<b>1,451,810</b>	<b>16,224,836</b>	<b>14,075,379</b>
<b>Operating Expenses</b>							
Source of Supply	83,254	-	-	83,254	144,436	735,706	896,891
Supply Pumping	26,469	-	-	26,469	16,576	507,187	422,896
Purification	190,362	-	-	190,362	164,010	1,901,859	1,582,537
Transmission	16,134	-	-	16,134	13,356	213,219	94,415
Distribution Pumping	40,512	-	-	40,512	36,509	284,818	292,189
Distribution	244,397	-	-	244,397	240,489	1,702,644	1,724,722
Customer Accounts & Collection	220,860	-	-	220,860	181,658	1,540,233	1,312,419
Administrative & General	120,637	-	2,073	122,709	193,476	930,553	529,834
Connections/Installations	56,578	-	-	56,578	58,174	722,636	442,799
<b>Total Operating Expenses</b>	<b>999,203</b>	<b>-</b>	<b>2,073</b>	<b>1,001,276</b>	<b>1,048,682</b>	<b>8,538,855</b>	<b>7,298,702</b>
<b>Operating Income Before Depreciation</b>	<b>573,964</b>	<b>-</b>	<b>(2,073)</b>	<b>571,891</b>	<b>403,128</b>	<b>7,685,980</b>	<b>6,776,677</b>
Depreciation	425,161	-	-	425,161	369,082	2,538,563	2,198,150
<b>Total Operating Income</b>	<b>148,803</b>	<b>-</b>	<b>(2,073)</b>	<b>146,730</b>	<b>34,046</b>	<b>5,147,417</b>	<b>4,578,527</b>
<b>Non Operating Revenues (Expenses)</b>							
Charges in Lieu of Assessments	-	-	-	-	-	-	-
Investment Revenue	89,147	66,427	103,295	258,868	211,541	1,391,286	1,043,124
Grant Revenue	20,254	-	-	20,254	-	204,008	12,066
Forest Product Revenue	-	-	-	-	-	407,870	607,830
Debt Proceeds	10,126,520	-	-	10,126,520	2,287,424	53,354,004	14,740,829
Miscellaneous Revenue	20,000	-	-	20,000	6,442	83,577	147,793
Loss on Disposal of Asset	(4,403)	-	-	(4,403)	-	(19,457)	-
FWRD Expense	-	-	-	-	-	-	(480,526)
<b>Total Non Operating Revenues (Exp)</b>	<b>10,251,517</b>	<b>66,427</b>	<b>103,295</b>	<b>10,421,238</b>	<b>2,505,408</b>	<b>55,421,287</b>	<b>16,071,116</b>
<b>Income Before Contributions</b>	<b>10,400,320</b>	<b>66,427</b>	<b>101,222</b>	<b>10,567,968</b>	<b>2,539,453</b>	<b>60,568,704</b>	<b>20,649,643</b>
<b>Capital Contributions</b>							
System Development Charges	137,995	-	-	137,995	174,945	714,362	697,434
Developer Donations (Capitalized)	25,940	-	-	25,940	242,490	1,006,906	926,428
<b>Total Income from Contributions</b>	<b>163,935</b>	<b>-</b>	<b>-</b>	<b>163,935</b>	<b>417,435</b>	<b>1,721,268</b>	<b>1,623,861</b>
<b>Net Income</b>	<b>\$ 10,564,255</b>	<b>\$ 66,427</b>	<b>\$ 101,222</b>	<b>\$ 10,731,903</b>	<b>\$ 2,956,888</b>	<b>\$ 62,289,972</b>	<b>\$ 22,273,505</b>

**Medford Water Commission**  
**Balance Sheet**  
**December 31, 2024**

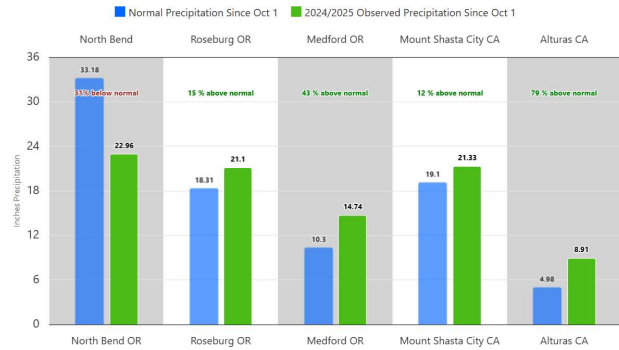
	Water Fund	Construction Fund	Bond Project Fund	Total	Prior Year
<b>Assets</b>					
<b>Current Assets</b>					
Cash	\$ 2,505,895	\$ -	\$ 1,026,572	\$ 3,532,467	\$ 723,128
Revolving Fund Cash	2,719	-	-	2,719	22,940
Cafeteria Plan Cash	51,956	-	-	51,956	2,058
Short Term Investments	12,279,865	6,246,096	29,577,956	48,103,916	12,423,130
Short Term Investments- Future Main Replacements	-	4,124,042	-	4,124,042	5,100,933
Short Term Investments- Future Treatment and Transport	-	515,180	-	515,180	9,395,689
Short Term Investments- Future Water Rights Development	-	5,075,345	-	5,075,345	4,821,805
Short Term Investments- Vernal Pool Management	-	152,519	-	152,519	144,900
Short Term Restricted Investments	2,689,380	-	-	2,689,380	3,913,232
Notes Receivable	1,571,725	-	-	1,571,725	1,725,805
Accounts Receivable	2,441,091	-	-	2,441,091	1,680,118
Accounts Receivable - Misc.	1,266,386	-	-	1,266,386	2,913,473
Cafeteria Plan Receivable	47,656	-	-	47,656	38,439
Inventory	1,862,979	-	-	1,862,979	11,490,009
Work in Progress	541,846	-	-	541,846	910,189
Prepaid Expenses	283,817	-	-	283,817	509,015
Other Current Assets	8,189	-	-	8,189	107,839
<b>Total Current Assets</b>	<b>25,553,504</b>	<b>16,113,182</b>	<b>30,604,528</b>	<b>72,271,214</b>	<b>55,922,702</b>
<b>Fixed Assets</b>					
Utility Plant / Service	240,607,814	-	-	240,607,814	220,479,195
Construction in Progress	89,581,504	-	25,567,449	115,148,952	56,737,970
Accumulated Depreciation	(78,335,127)	-	-	(78,335,127)	(73,946,633)
<b>Total Fixed Assets</b>	<b>251,854,191</b>	<b>-</b>	<b>25,567,449</b>	<b>277,421,639</b>	<b>203,270,533</b>
<b>Total Assets</b>	<b>\$ 277,407,695</b>	<b>\$ 16,113,182</b>	<b>\$ 56,171,976</b>	<b>\$ 349,692,853</b>	<b>\$ 259,193,235</b>
<b>Liabilities &amp; Fund Equity</b>					
<b>Current Liabilities</b>					
Accounts Payable	\$ 2,331,315	\$ -	\$ 4,237,615	\$ 6,568,930	\$ 5,275,737
Retainage Payable	2,122,360	-	1,145,952	3,268,312	960,827
Customer Deposits	146,008	-	-	146,008	102,063
Miscellaneous Deposits	463,089	-	-	463,089	-
Construction Deposits	787,847	-	-	787,847	790,951
Miscellaneous Payable	166,400	-	-	166,400	201,815
Water Districts Payable	19,049	-	-	19,049	33,587
Accrued Vacation	798,672	-	-	798,672	663,328
Cafeteria Plan Payable	51,956	-	-	51,956	42,168
Other Current Liabilities	4,052	-	-	4,052	4,884
<b>Total Current Liabilities</b>	<b>6,890,749</b>	<b>-</b>	<b>5,383,567</b>	<b>12,274,316</b>	<b>8,075,360</b>
<b>Fund Equity</b>					
Retained Earnings	261,694,101	13,434,464	-	275,128,565	228,844,370
<b>Total Fund Equity</b>	<b>261,694,101</b>	<b>13,434,464</b>	<b>-</b>	<b>275,128,565</b>	<b>228,844,370</b>
<b>Net Income - Fiscal YTD</b>	<b>21,206,678</b>	<b>421,404</b>	<b>40,661,890</b>	<b>62,289,972</b>	<b>22,273,505</b>
<b>Fund Transfers In (Out)</b>	<b>(12,383,834)</b>	<b>2,257,315</b>	<b>10,126,520</b>	<b>-</b>	<b>-</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 277,407,695</b>	<b>\$ 16,113,182</b>	<b>\$ 56,171,976</b>	<b>\$ 349,692,853</b>	<b>\$ 259,193,235</b>

# Watershed Precipitation 2024-25 Water Year (Oct 1<sup>st</sup> – Sept. 30<sup>th</sup>)

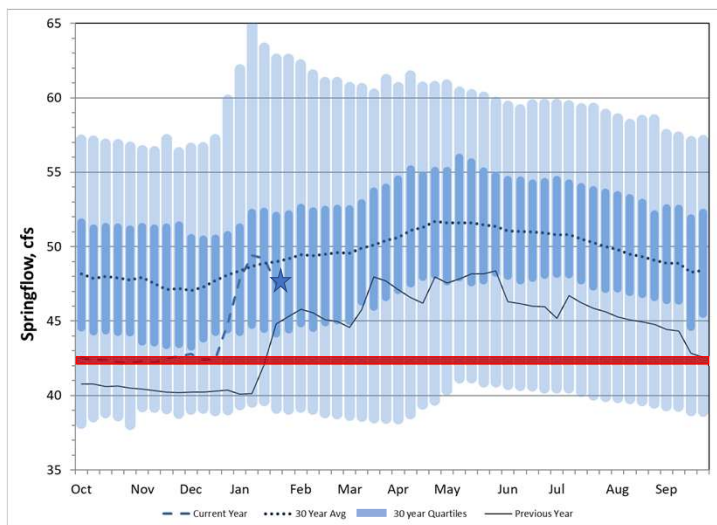
**BBS 19 inches = 112% of Normal**



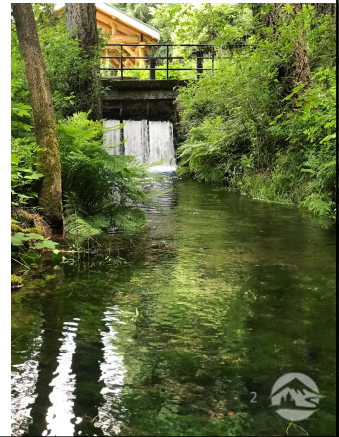
**Medford 43% Above Normal**



# BBS Springflow 2024-25 Water Year (Oct 1<sup>st</sup> – Sept. 30<sup>th</sup>)

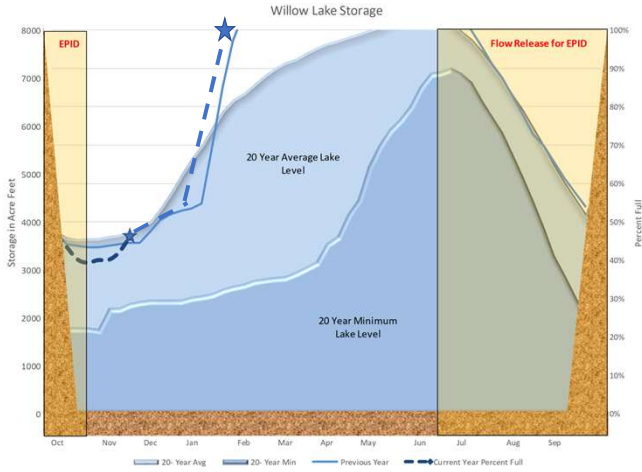


Minimum flow for 2 full pipes

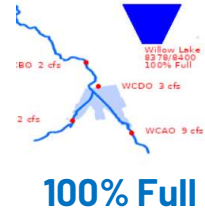


# Willow Lake Storage

Increased from 45% in December to 100% in January  
Earliest the lake has filled in several years



Willow Lake January 2025



100% Full



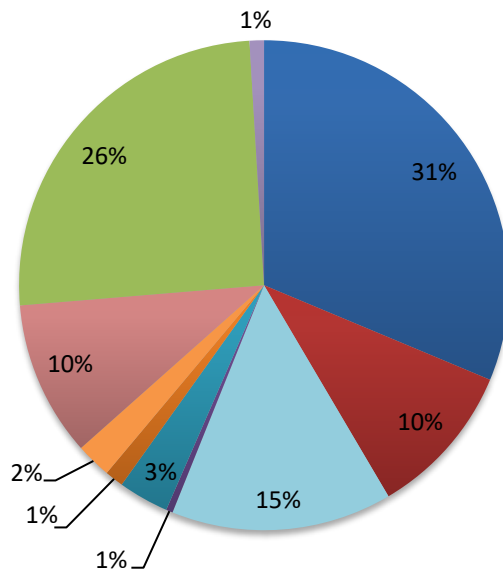
**WATER CONSUMPTION - THOUSANDS OF GALLONS**

	<u>CONSUMPTION OCT-DEC 2024</u>	<u>CONSUMPTION OCT-DEC 2023</u>	<u>CHANGE IN CONSUMPTION</u>
INSIDE SINGLE-FAMILY RESIDENTIAL	590,136	505,900	16.65%
INSIDE MULTIPLE-FAMILY RESIDENTIAL	192,582	190,488	1.10%
INSIDE COMMERCIAL	274,729	242,377	13.35%
INSIDE INDUSTRIAL	8,383	12,833	-34.68%
OUTSIDE SINGLE-FAMILY RESIDENTIAL	62,784	53,447	17.47%
OUTSIDE MULTIPLE-FAMILY RESIDENTIAL	23,226	21,587	7.59%
OUTSIDE COMMERCIAL	43,927	30,734	42.93%
OUTSIDE INDUSTRIAL	193,282	174,403	10.82%
SALES TO OTHER UTILITIES	478,076	388,495	23.06%
SALES TO WATER DISTRICTS	17,948	33,739	-46.80%
<b>TOTAL WATER CONSUMPTION</b>	<b>1,885,073</b>	<b>1,654,003</b>	<b>13.97%</b>

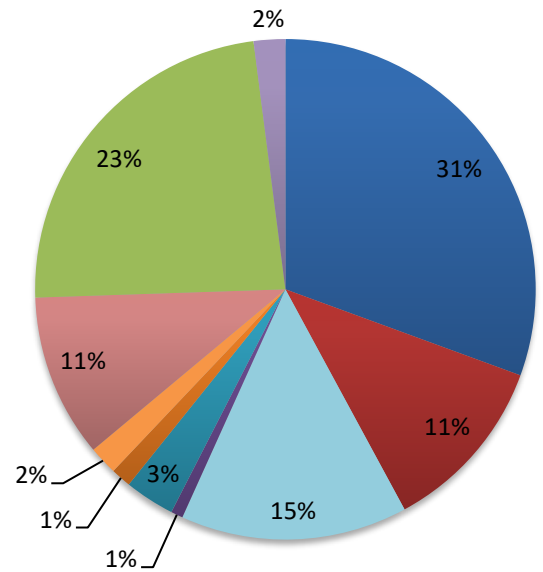
**Percentage of Total  
Consumption  
for Quarter**

- INSIDE SFR
- INSIDE MFR
- INSIDE COM.
- INSIDE IND.
- OUTSIDE SFR
- OUTSIDE MFR
- OUTSIDE COM.
- OUTSIDE IND.
- OTHER UTILITIES
- WATER DISTRICTS

**Q2-2024**



**Q2-2023**



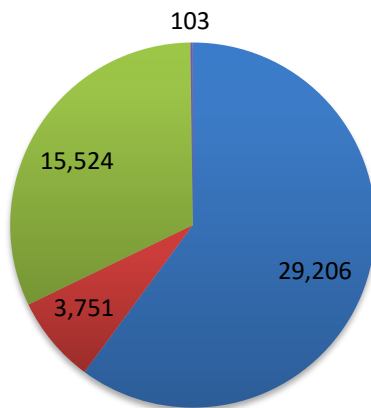
# WATER SERVICES TO DECEMBER 31, 2024

	<u>SERVICES DEC 2024</u>	<u>SERVICES DEC 2023</u>	<u>CHANGE IN SERVICES</u>
<b><u>INSIDE CITY</u></b>			
RESIDENTIAL - SINGLE-FAMILY	23,220	23,237	-17
RESIDENTIAL - MULTIPLE-FAMILY	2,597	2,552	45
COMMERCIAL	2,800	2,779	21
INDUSTRIAL	50	50	0
FIRE SERVICES	539	511	28
<b><i>SUBTOTAL - INSIDE CITY</i></b>	<b><u>29,206</u></b>	<b><u>29,129</u></b>	<b><u>77</u></b>
<b><u>OUTSIDE CITY</u></b>			
RESIDENTIAL - SINGLE-FAMILY	3,202	3,100	102
RESIDENTIAL - MULTIPLE FAMILY	90	90	0
COMMERCIAL	248	243	5
INDUSTRIAL	114	110	4
UTILITIES	6	7	-1
FIRE SERVICES	91	86	5
<b><i>SUBTOTAL - OUTSIDE CITY</i></b>	<b><u>3,751</u></b>	<b><u>3,636</u></b>	<b><u>115</u></b>
<b><u>OTHER UTILITIES</u></b>			
CITY OF CENTRAL POINT	6,877	6,841	36
CITY OF JACKSONVILLE	1,564	1,560	4
CITY OF EAGLE POINT	3,664	3,605	59
CITY OF PHOENIX	1,210	1,201	9
T.A.P.	2,209	2,189	20
<b><i>SUBTOTAL - OTHER UTILITIES</i></b>	<b><u>15,524</u></b>	<b><u>15,396</u></b>	<b><u>128</u></b>
<b><u>WATER DISTRICTS</u></b>			
CHARLOTTE ANN	0	179	-179
ELK CITY	103	103	0
<b><i>SUBTOTAL - WATER DISTRICTS</i></b>	<b><u>103</u></b>	<b><u>282</u></b>	<b><u>-179</u></b>
<b>TOTAL WATER SERVICES</b>	<b><u>48,584</u></b>	<b><u>48,443</u></b>	<b><u>141</u></b>

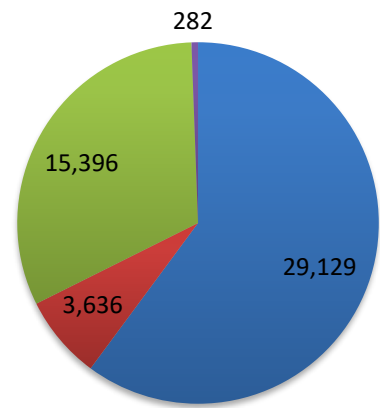
**Number of Services  
in September**

- INSIDE CITY
- OUTSIDE CITY
- OTHER UTILITIES
- WATER DISTRICTS

**DEC 2024**



**DEC 2023**





## **Memorandum**

**TO:** Commissioners David Wright, Jason Anderson, John Dailey, Bob Mylenek, and Bob Strosser

**FROM:** Brian Runyen, PE, Engineering Manager

**DATE:** Wednesday, February 19, 2025

**SUBJECT:** Item 6.0 – Resolution 1970, A RESOLUTION Authorizing and Directing the General Manager to Execute (1) A Deed to the City of Medford for 5,646 square feet of land from the Medford Water Capital Hill Reservoir site, (2) A “Colocation Agreement” with Public Safety Towers LLC, and (3) A “Grant of Access Easement and Utility Easement” agreement with Public Safety Towers LLC; All in support of a new public safety communications tower relocation necessary for reconstruction of the Capital Hill Reservoirs.

**OBJECTIVE:** Board Approval

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### **Issue**

Medford Water staff seeks Board approval for the following interrelated items:

- Approval for the General Manager to execute a deed to the City of Medford of 5,646 square feet (0.13 acre) of property at the Capital Hill Reservoir site which is owned by Medford Water.
- Approval for the General Manager to execute a “Colocation Agreement” with Public Safety Towers LLC (PSTC) which allows Medford Water to place SCADA and AMI communications equipment on the communications tower to be built on the property by PSTC.
- Approval for the General Manager to execute a “Grant of Access Easement and Utility Easement” agreement with PSTC related to the use of the site for the new communications tower.

### **Discussion**

An existing City of Medford communications tower exists on the Medford Water Capital Hill Reservoir site, which was constructed by the City of Medford circa 2010. Not long after its initial construction, the tower was moved once in 2012 to its current location as a result of a permitting appeal in 2011. The existing tower supports the City of Medford’s emergency communication equipment. Medford Water also has an Advanced Metering Infrastructure (AMI) antenna on the tower.

It has been understood and acknowledged by the City of Medford and Medford Water that this tower would need to be moved by the City when future development of Medford Water’s site occurred to rebuild the Capital Hill Reservoir complex. The reservoir reconstruction project has been under design and is anticipated to begin construction in the summer of 2025 (first quarter FY25/26). Since design of the new reservoir began the City has been working towards relocation of the tower.

The new tower and public safety communications equipment will be constructed through public/private coordination between the City of Medford, Emergency Communications of Southern Oregon (ECSO), and Public Safety Towers (PSTC). In this arrangement PSTC covers the construction and maintenance costs of the tower, which the City of Medford provides the ground lease at no charge. ECSO emergency communication equipment will be located on the tower through a co-location agreement between ECSO and PSTC. PSTC leases other available space on the tower to private telecommunications companies including AT&T. The new tower will be equipped with the FirstNet bandwidth for first responder coverage as part of the National Public Safety Broadband Network.

The new location of the proposed new tower on the Capital Hill site was carefully coordinated to not conflict with the upcoming Capital Hill Reservoir replacement project or with future reservoir expansion locations. The location selected will have minimal to no impact on the future use of the site.

The agreement for the construction, operations and maintenance of the tower will be between the City of Medford and PSTC. Therefore, it was determined that the underlying property should be titled in the City of Medford's name to relieve Medford Water from being a party to that agreement.

Therefore, a property line adjustment (PLA) of two of the three parcels comprising Medford Water's site was undertaken to create a discrete parcel for the tower site. This resultant 5,646 square foot parcel ("Resultant Tract 2") will be deeded from Medford Water to the City of Medford. As part of the PLA process ownership of the remainder "Resultant Tract 1" is also being clarified for the property records as "City of Medford, by and through the Medford Water Commission".

Because the tower parcel is interior to the Medford Water parcel, an access easement and utility easement is needed to the right-of-way of Capital Ave. These easements will follow the existing asphalt access drive from Capital Ave to the tower site. An Access Easement and Utility Easement Agreement will be executed between Medford Water and PSTC to enable their use of the easements. The remainder of the Medford Water site will be fenced off to limit access to only the tower site.

Medford Water will enter into a "Colocation" Agreement with PSTC allowing us to place our current AMI antenna and new SCADA communications equipment on the new PSTC tower. Medford Water will be permitted to utilize this tower space and associated ground equipment space at no cost.

To get to this point, robust coordination has occurred between Medford Water; City of Medford staff including Medford Fire, Planning Dept staff, the City Manager's office, and legal counsel; Emergency Communications of Southern Oregon (ECSO), and Public Safety Towers (PSTC). It is a testament to the continued diligent work of all parties that a solution to the construction of a relocated tower on this site has been developed that enhances public safety and the mission of Medford Water while minimizing costs to the public.

### **Financial Impact**

The assessed value of the land being provided to the City of Medford for the tower site (5,646 square feet from the Medford Water parent parcel) is approximately \$22K. Costs to date for the PLA have been approximately \$16K. Under the Colocation Agreement with PSTC, Medford Water will be able to utilize our allocated tower space and associated ground equipment space at no cost.



## **Requested Board Action**

Staff requests approval of this Resolution, allowing the General Manager to:

- Execute a deed to the City of Medford of 5,646 square feet (0.13 acre) of property at the Capital Hill Reservoir site which is owned by Medford Water.
- Execute a “Colocation Agreement” with Public Safety Towers LLC (PSTC) which allows Medford Water to place SCADA and AMI communications equipment on the communications tower to be built on the property by PSTC.
- Execute a “Grant of Access Easement and Utility Easement” agreement with PSTC related to the use of the site for the new communications tower.

Medford Water legal counsel has been involved in the coordination and review of the documents necessary to complete these actions.

**RESOLUTION NO. 1970**

A RESOLUTION Authorizing and Directing the General Manager to Execute (1) A Deed to the City of Medford for 5,646 Square Feet of Land From the Medford Water Capital Hill Reservoir Site, (2) A "Colocation Agreement" with Public Safety Towers LLC, and (3) A "Grant of Access Easement and Utility Easement" Agreement with Public Safety Towers LLC; All in Support of a New Public Safety Communications Tower Relocation Necessary for Reconstruction of the Capital Hill Reservoirs

WHEREAS, the City of Medford has an existing public safety communications tower on the Medford Water Capital Hill Reservoir site; and

WHEREAS, reconstruction of the Capital Hill Reservoirs will require the public safety communications tower to be removed or relocated; and

WHEREAS, Medford Water has identified a location on the Capital Hill Reservoir Site for a new public safety communications tower which will have negligible effects on the construction of both the new Capital Hill Reservoir and future reservoirs to be built on the site; and

WHEREAS, the new public safety tower and public safety communications equipment will be constructed thru public/private coordination between the City of Medford, Emergency Communications of Southern Oregon (ECSO), and Public Safety Towers (PSTC); and

WHEREAS, Medford Water desires to transfer a 5,646 square foot parcel of land to the City of Medford to facilitate a lease agreement between the City of Medford and PSTC and the construction, operations and maintenance of the public safety communications tower by PSTC; and

WHEREAS, Medford Water will collocate Medford Water AMI and SCADA communications equipment on the new PSTC tower at no cost from PSTC to Medford Water;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

SECTION 1. That the General Manager is hereby authorized to execute a Deed to the City of Medford for 5,646 square feet of land from the Medford Water Capital Hill Reservoir site.

SECTION 2. That the General Manager is hereby authorized to execute a "Colocation Agreement" with Public Safety Towers LLC, which allows Medford Water to place SCADA and AMI communications equipment on the communications tower to be built by PSTC on the land referenced in SECTION 1.

SECTION 3. That the General Manager is hereby authorized to execute a "Grant of Access Easement and Utility Easement" agreement with Public Safety Towers LLC related to the use of the land referenced in SECTION 1.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication of its passage this 19th day of February 2025.

ATTEST: \_\_\_\_\_  
Amber Furu, Asst. Clerk of the Commission

\_\_\_\_\_  
David Wright, Chair

## SITE PLAN

A PROPERTY LINE ADJUSTMENT Located in the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon.

### PREPARED FOR:

**MEDFORD WATER COMMISSION**  
200 South Ivy Street - Room 177  
Medford, Oregon 97501

### SURVEY REFERENCE NOTES:

Linear unit (horizontal): International Foot (ft).  
Linear unit (vertical): U.S. Survey Foot (usft).  
Vertical datum: North American Vertical Datum of 1988 (NAVD88)  
Geodetic Information:  
Datum: North American Datum (NAD) of 1983 (2011) epoch 2010.00  
System: Oregon Coordinate Reference System  
Zone: Grants Pass-Ashland  
Projection: Transverse Mercator  
Latitude of grid origin: 41°45'00" N  
Longitude of central meridian: 123°20'00" W  
Northing at grid origin: 0.000 m  
Easting at central meridian: 50,000,000 m (164,041,995 ft)  
Scale factor on central meridian: 1.000 043 (exact)

All bearings and distances shown herein are projected (grid) values based on the projection definition herein and above. This projection was utilized in order to minimize the difference between projected (grid) distances and horizontal (ground) distances at the topographic surface within the design area of this coordinate system.

The basis of bearings for this survey is Geodetic North. Note that the grid bearings shown or implied herein do not equal Geodetic North due to meridian convergence.

Orthometric heights (elevations) are referenced to NAVD88 vertical datum, and were obtained via GPS measurements utilizing the ORGN (Oregon Real-time GPS Network), thence via classical terrestrial methods.

This survey was conducted utilizing the Global Navigation Satellite System (GNSS) referenced to the National Spatial Reference System (NSRS). NSRS coordinate values were established via Trimble R10 GNSS equipment, a Trimble TSC2 data collector with Trimble Access software, and RTK methods in conjunction with the ORGN (Oregon Real-time GPS Network).

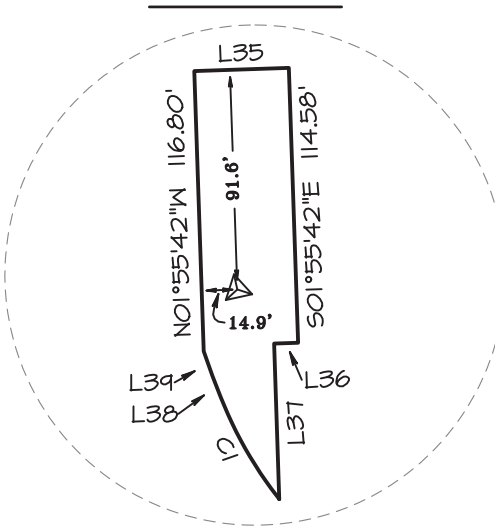
Established primary control and ties to found monuments utilizing said R10, RTK methods, said ORGN and redundant ties. From which, utilized terrestrial methods with a Trimble S10 robotic and scanning instrument and a Trimble TSC2 data collector with Access software to establish all remaining control, monument ties and topographic locations.

Monuments recovered along the southerly and easterly boundaries as depicted were found per SN 20433. Record data per SN 20433 was utilized for the remaining courses and distances along the northerly and westerly boundaries of subject parcels.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°46'23"E	43.02'
L2	S89°54'20"E	43.02'
L3	N89°47'01"E	7.11'
L4	N89°53'42"W	7.11'
L5	S00°12'59"E	25.00'
L6	N00°06'18"E	25.00'
L7	S55°37'38"E	72.58'
L8	S55°18'21"E	72.58'
L9	S68°03'24"E	46.31'
L10	N68°03'24"W	46.31'
L11	S86°47'33"E	42.56'
L12	S86°28'16"E	42.56'
L13	N73°37'04"E	45.34'
L14	N73°56'21"E	45.34'
L15	N49°27'55"E	65.25'
L16	N49°47'12"E	65.25'
L17	N00°47'52"W	25.05'
L18	N00°28'35"W	25.05'
L19	N11°57'05"E	72.66'
L20	N12°16'22"E	72.66'
L21	N11°55'00"E	35.45'
L22	N12°14'17"E	35.45'
L23	N23°00'04"E	39.78'
L24	N23°19'21"E	39.78'
L25	N00°04'21"W	70.98'
L26	N00°14'56"E	70.98'
L27	N00°10'46"W	60.82'
L28	N00°08'31"E	60.82'
L29	S89°43'44"W	25.00'
L30	N89°56'59"W	25.00'
L31	N89°43'44"E	25.00'
L32	N89°56'59"W	25.00'
L33	N00°10'46"W	70.78'
L34	N00°08'31"E	70.83'
L35	N88°04'18"E	39.41'
L36	S88°04'18"W	10.00'
L37	S01°55'42"E	64.89'
L38	N21°20'49"W	9.36'
L39	N19°30'54"W	10.85'

### DETAIL 'A' TRACT 2



### CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	16°56'22"	167.08'	49.40'	N29°49'00"W	49.22'

### LAND USE INFORMATION:

Properties involved are 37 1W 20DC, Tax Lot 100 and 37 1W 20DD, Tax Lot 300 being located at site address 2321 Capital Avenue. Both lots are zoned SFR-4.

Original areas for subject parcels are:  
Tax Lot 100 = 6.87 AC  
Tax Lot 300 = 0.82 AC

Adjusted areas are:  
Tract 1 = 7.56 AC  
Tract 2 = 0.13 AC (5,646 Square Feet)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26

### TITLE RELATED NOTES:

Pursuant to a Public Record Report prepared by First American Title Insurance Company of Oregon, Order Number 7169-421057, dated November 06, 2024, these properties may be subject to the following matters of record:

- City liens, if any, of the City of Medford.
- The premises herein described are within and subject to the statutory powers of the Rogue Valley Sewer Services.
- Easement, including terms and provisions contained therein:  
Recording Information: Volume 289, Page 53  
In Favor of: The California Oregon Power Company  
For: Transmission and distribution of electricity  
"That portion of Harrison Avenue between Valley View Drive and Modoc Avenue recently vacated by the City of Medford"  
"Sold right-of-way to be 20 feet wide, 10 feet on each side of the pole and wire line" (Exact Location not depicted)
- An easement reserved in a deed, including the terms and provisions thereof;  
Recorded: July 20, 1966  
Recording Information: Document No. 66-08201  
To: The City of Medford  
For: Existing sanitary sewer  
Affects: The West 20 feet (Depicted; Outside of Subject Parcels)

### LEGEND:

- Indicates an Found monument per Survey Number 20433.
- Indicates a computed position, nothing found or set.
- ( ) Indicates record data per Survey Number 20433.
- SN Indicates a Survey Number filed in the Office of the Jackson County Surveyor.
- INST Indicates an Instrument Number recorded in the Official Records of Jackson County, Oregon.
- VOL, PG Indicates a Volume and Page recorded in the Official Records of Jackson County, Oregon.
- WITM Indicates a witness monument.
- x— Indicates centerline of an existing fence line as noted hereon.



### BASIS OF BEARINGS:

Basis of bearings is OGRS Grants Pass- Ashland Zone, NAD83 2011 (Epoch 2010.00) datum.

### PREPARED BY:

**Neathamer Surveying, Inc.**  
3126 State St, Suite 203  
P.O. Box 1584  
Medford, Oregon 97501  
Phone (541) 732-2869  
FAX (541) 732-1382

PLOT DATE: January 10, 2025

PROJECT NUMBER: 24015-1

Sheet 1 of 1

© SL

After Recording Return to:  
(Recording requested by Grantor/Grantee)  
Neathamer Surveying, Inc.  
P.O. Box 1548  
Medford, OR 97501

Grantor:  
City of Medford

Grantee:  
City of Medford

Consideration:  
None

Until a change is requested, all  
Tax Statements shall be sent to  
the following name and address:  
No Change

**BARGAIN AND SALE DEED**  
**Property Line Adjustment**  
**City of Medford Planning File Number: PLA- \_\_\_\_\_ - \_\_\_\_\_**

CITY OF MEDFORD, a municipal corporation, Grantor, conveys to CITY OF MEDFORD, a municipal corporation, Grantee, the following real property:

**All that real property described in Exhibit “A” attached hereto and incorporated herein by reference, together with an Access Easement and Utility Easement as depicted on Exhibit “B”, “C”, and “D” also incorporated hereon by reference.**

The true consideration for this conveyance is other value given.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Robert Field  
City Manager, acting on behalf of the  
City of Medford as Grantor

STATE OF OREGON     )  
  ) ss.  
County of Jackson     )

This Instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Robert Field as City Manager acting on behalf of the City of Medford as Grantor, and is known to me to be the person whose name is signed to this document, and acknowledged that he signed the document.

\_\_\_\_\_  
Notary Public – State of Oregon



**EXHIBIT " A "****PROPERTY LINE ADJUSTMENT  
DESCRIPTION SHEET  
37 1W 20DC & 37 1W 20DD****RESULTANT TRACT 2**

A portion of that certain property known as the "Capital Hill Park City Reservoir Site", being a portion of Tax Lot 100 per Jackson County Assessors Map 37 1W 20DC, and as depicted on Survey Number 20433, filed in the Office of the Jackson County Surveyor, being located within the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon. The exterior of which is more particularly described as follows:

Commencing at a found 5/8-inch iron rod marked with a plastic cap "TEMPLIN LS2359", marking the southwest corner of said "Capital Hill Park City Reservoir Site" per Survey Number 20433, being a point on the northerly right-of-way of Capital Avenue; thence leaving said right-of-way, North 38°51'52" East, 563.47 feet to the **TRUE POINT OF BEGINNING**; thence the following courses and distances: North 88°04'18" East, 39.41 feet; thence South 01°55'42" East, 114.58 feet; thence South 88°04'18" West, 10.00 feet; thence South 01°55'42" East, 64.89 feet to the beginning of a non-tangent curve to the right, concave northeasterly, having a radius of 167.08 feet and a central angle of 16°56'22" (the long chord of which bears North 29°49'00" West, 49.22 feet); thence along the arc of said curve, 49.40 feet; thence North 21°20'49" West, tangent to said curve, 9.36 feet; thence North 19°30'54" West, 10.85 feet; thence North 01°55'42" West, 116.80 feet to the point of beginning.

Containing 5,646 square feet, more or less.

**TOGETHER WITH:** A reservation for a 12-foot wide access easement, being over, under, and through a portion of that certain property known as the "Capital Hill Park City Reservoir Site", being a portion of Tax Lot 100 per Jackson County Assessors Map 37 1W 20DC, and being a portion of Tax Lot 300 per Jackson County Assessors Map 37 1W 20DD, and as depicted on Survey Number 20433, filed in the Office of the Jackson County Surveyor, being located within the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon. The centerline of said 12-foot wide easement is more particularly described as follows:

Commencing at a found 5/8-inch iron rod marked with a plastic cap "TEMPLIN LS2359", marking the southwest corner of said "Capital Hill Park City Reservoir Site" per Survey Number 20433, being a point on the northerly right-of-way of Capital Avenue; thence North 89°43'43" East, along said right-of-way, 617.70 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, the following courses and distances: North 01°46'17" West, 48.53 feet; thence North 03°29'19" West, 35.13 feet; thence North 16°05'00" West, 28.04 feet to the beginning of a non-tangent curve to the left, having a radius of 58.86 feet and a central angle of 33°26'04" (the long chord of which bears North 35°11'15" West, 33.86 feet); thence 34.34 feet along the arc of said curve; thence North 64°56'45" West, 12.60 feet; thence North 65°38'03" West, 21.28 feet; thence North 64°07'40" West, 83.70 feet; thence North 65°26'58" West, 29.39 feet to the beginning of a non-tangent curve to the right having a radius of 173.08 feet and a central angle of 46°09'41" (the long chord of which bears North 44°25'39" West, 135.70 feet); thence 139.44 feet along the arc of said curve; thence tangent to said curve North 21°20'49" West, 9.36 feet to the terminus of said easement.

The sidelines of this easement are to be 6.00 feet each side of the above-described centerline, to be continuous throughout, and are to be lengthened or shortened, as to meet at angle points, to begin on the northerly right-of-way of Capital Hill Avenue and terminate at said terminus. As depicted on Exhibits "B" and "C" attached hereto and incorporated herein by reference.

Containing 5,302 square feet, more or less.

**ALSO TOGETHER WITH:** A reservation for a 5-foot wide utility easement, being over, under, and through a portion of that certain property known as the "Capital Hill Park City Reservoir Site", being a portion of Tax Lot 100 per Jackson County Assessors Map 37 1W 20DC, and being a portion of Tax Lot 300 per Jackson County Assessors Map 37 1W 20DD, and as depicted on Survey Number 20433, filed in the Office of the Jackson County Surveyor, being located within the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon. The centerline of said 5-foot wide utility easement is more particularly described as follows:

Commencing at a found 5/8-inch iron rod marked with a plastic cap "TEMPLIN LS2359", marking the southwest corner of said "Capital Hill Park City Reservoir Site" per Survey Number 20433, being a point on the northerly right-of-way of Capital Avenue; thence North 89°43'43" East, along said right-of-way, 619.02 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, the following courses and distances: North 01°46'17" West, 66.74 feet; thence North 10°29'38" West, 27.22 feet; thence North 21°29'04" West, 30.01 feet; thence North 42°13'22" West, 17.82 feet; thence North 64°07'40" West, 173.87 feet; thence North 50°34'23" West, 38.82 feet; thence North 36°58'00" West, 47.88 feet; thence

North  $26^{\circ}47'48''$  West, 15.53 feet; thence North  $01^{\circ}45'29''$  West, 7.92 feet to intersect the southwesterly boundary of Resultant Tract 2, being the point of terminus.

The sidelines of this easement are to be 2.50 feet each side of the above-described centerline, to be continuous throughout, and are to be lengthened or shortened, as to meet at angle points, to begin on the northerly right-of-way of Capital Hill Avenue and terminate at the southwesterly boundary of Resultant Tract 2. As depicted on Exhibits "B" and "D" attached hereto and incorporated herein by reference.

Containing 2,130 square feet, more or less.

**BASIS OF BEARINGS:** Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland Zone (references: OAR 734-005-0005, 734-005-0010 (3) and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:  
NEATHAMER SURVEYING, INC.  
3126 State Street, Suite 203  
PO Box 1584  
Medford, OR 97501  
Phone: (541) 732-2869  
Facsimile: (541) 732-1382  
Project: 24015-1  
Date: January 9, 2025

DRAFT

**EXHIBIT " B "**

EXHIBIT 2

**OVERALL**

TRACT 2

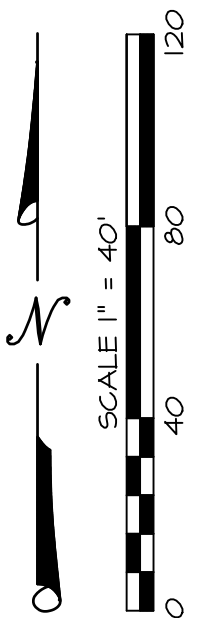


PROPOSED  
COMM.  
TOWER  
LOCATION

RESERVATION FOR  
12' ACCESS EASEMENT

"CAPITAL HILL PARK  
CITY RESERVOIR SITE"

RESERVATION FOR  
5' UTILITY EASEMENT



PORTION OF  
TRACT 1

37 1W 20DC  
TAX LOT 100

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

PORTION OF  
TRACT 1

37 1W 20DD  
TAX LOT 300

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

ORIGINAL PROPERTY LINE  
(TO BE REMOVED)

CAPITAL AVENUE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

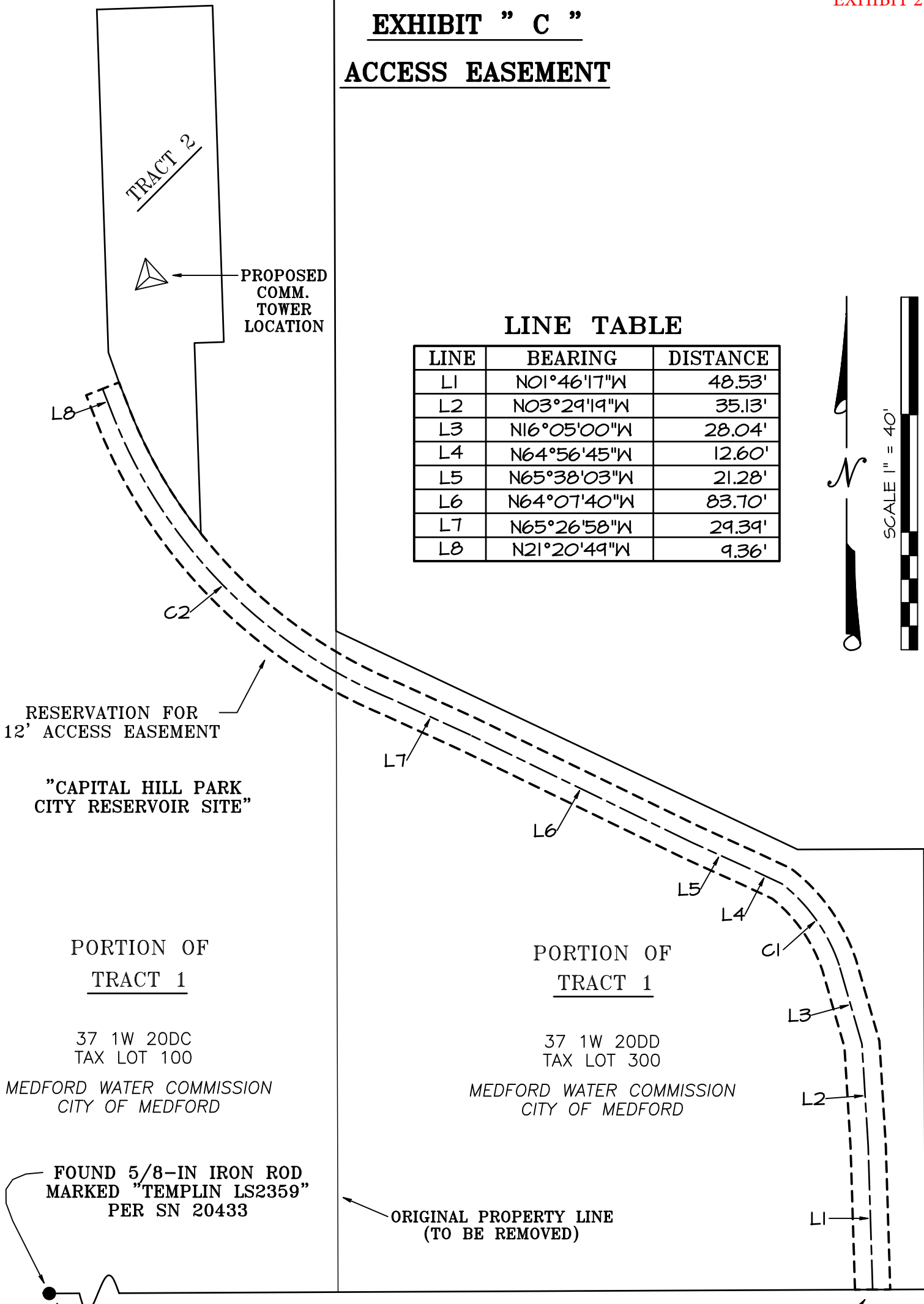
OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26

**PRELIMINARY**

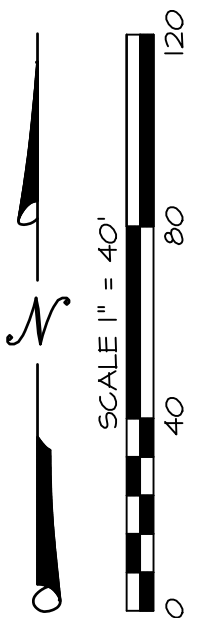
# EXHIBIT " C "

## ACCESS EASEMENT



### LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°46'17"W	48.53'
L2	N03°29'19"W	35.13'
L3	N16°05'00"W	28.04'
L4	N64°56'45"W	12.60'
L5	N65°38'03"W	21.28'
L6	N64°07'40"W	83.70'
L7	N65°26'58"W	29.39'
L8	N21°20'49"W	9.36'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

PRELIMINARY

OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26

N89°43'43"E 617.70'

**CAPITAL AVENUE**

POINT OF BEGINNING

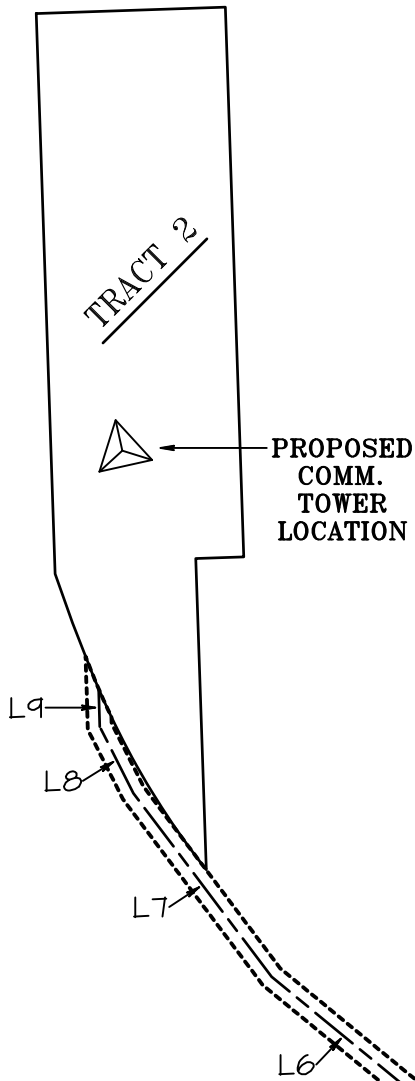
### CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	33°26'04"	58.86'	34.34'	N35°11'15"W	33.86'
C2	46°09'41"	173.08'	139.44'	N44°25'39"W	135.70'



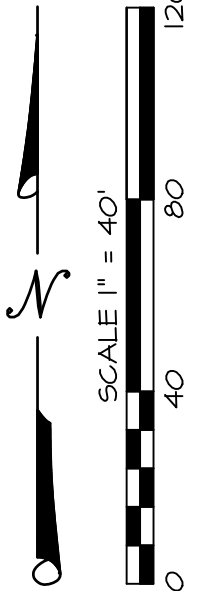
# EXHIBIT " D "

## UTILITY EASEMENT



### LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°46'17"W	66.74'
L2	N10°29'38"W	27.22'
L3	N21°29'04"W	30.01'
L4	N42°13'22"W	17.82'
L5	N64°07'40"W	173.87'
L6	N50°34'23"W	38.82'
L7	N36°58'00"W	47.88'
L8	N26°47'48"W	15.53'
L9	N01°45'29"W	7.92'



RESERVATION FOR  
5' UTILITY EASEMENT

"CAPITAL HILL PARK  
CITY RESERVOIR SITE"

PORTION OF  
TRACT 1

37 1W 20DC  
TAX LOT 100

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

PORTION OF  
TRACT 1

37 1W 20DD  
TAX LOT 300

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

FOUND 5/8-IN IRON ROD  
MARKED "TEMPLIN LS2359"  
PER SN 20433

ORIGINAL PROPERTY LINE  
(TO BE REMOVED)

N89°43'43"E 619.02'

CAPITAL AVENUE

POINT OF  
BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26

**PRELIMINARY**

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

---

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

APN: 371W20DC100 & 371W20DD300  
Site ID: MFORD02  
Site Name: Buckshot Hill

**GRANT OF ACCESS EASEMENT AND UTILITY EASEMENT**

THIS GRANT OF ACCESS AND UTILITY EASEMENT (“**Agreement**”) is dated on as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between The Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon (hereinafter “**Grantor**”) and Public Safety Towers, LLC a Delaware limited liability company (hereinafter “**Grantee**”)

WHEREAS, Grantor is a water commission that owns the common area lot within that certain real property in the City of Medford, County of Jackson, State of Oregon, commonly known as 2321 Capital Avenue, Medford, Oregon 97504 depicted as Tract 1 in **Exhibit “B”** attached hereto and incorporated by reference herein (the “**Property**”).

WHEREAS, Grantee has obtained a leasehold estate in a certain portion of the Property which is particularly depicted as Tract 2 in **Exhibit “B”** attached hereto and incorporated by reference herein (the “**Leased Premises**”), pursuant to a Ground Lease Agreement (the “**Lease**”) with the City of Medford; the Leasehold is within the Property.

WHEREAS, Grantee intends to build, operate and maintain a telecommunications Facility on the Leased Premises.

WHEREAS, Grantor has agreed to convey to Grantee an Access Easement over the Property and a Utility Easement over and under the Property as described and depicted in **Exhibit “A” (“Grant of Access Easement and Utility Easement Description Sheet”), Exhibit “B” (“Overall”), Exhibit “C” (“Access Easement”), and Exhibit “D” (“Utility Easement”)**, attached hereto and made a part hereof. The areas of the Property specifically encumbered by the Access Easement and Utility Easement are collectively referred to hereinafter as “Easement Areas.”

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into and made a material part of this Agreement. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Lease.
2. **Grant of Access Easement.** Grantor hereby grants to Grantee, its successors and assigns, and representatives, at no charge to Grantee, a non-exclusive access easement over the twelve-foot-wide easement shown on **Exhibit "C"**, for the purposes of ingress and egress to and from the Leased Premises.
3. **Grant of Utility Easement.** Grantor hereby grants to Grantee, its successors and assigns, and representatives, at no charge to Grantee, a non-exclusive utility easement under the five-foot-wide easement shown on **Exhibit "D"**, for the purposes of constructing, maintaining, operating and repairing and replacing utility lines, cables, and conduit to the Leased Premises. All utility infrastructure shall be underground.
4. **Use of Easement Areas.** Each party shall conduct itself in a manner which will minimize interference with the other party's use their respective estates.
5. **Grantee Acknowledgment.** Grantee acknowledges that the Property consists of critical water infrastructure, including a water reservoir, pump station, water transmission mains, and other supporting infrastructure, and shall make a diligent and commercially reasonable effort to minimize interference in connection with the use and enjoyment of land, structures and underground utilities on the Property and around the Easement Areas by Grantor. Grantee shall undertake commercially reasonable efforts to ensure that its utilization of the easements granted herein shall be strictly confined to, and not exceed, the designated boundaries of the Easement Areas as described in Exhibits C and D. Grantee will not commence construction of any underground utilities or other infrastructure within the Easement Areas without prior consultation, review and written approval of Grantor. In order to protect Grantor's existing or future infrastructure within and adjacent to the Easement Areas, Grantee shall abide by all requirements which may be imposed by Grantor including depth of Grantee's infrastructure or separation distances between Grantee and Grantor's infrastructure, provided however, in no event shall such requirement impair Grantee's Permitted Use as described in the Lease.
6. **No Construction Easement; Limitations of Use.** Grantee shall not be permitted to use the Easement Areas for staging materials or equipment related to the Lease or construction and maintenance of the telecommunications facility, and neither Grantee nor Grantee's personnel or agents shall park in any designated fire lanes or in any portion of the Property which is not a parking space designated for Grantee's use, except as specifically approved by Grantor.
7. **No Permanent Structures.** Grantor hereby covenants that it, shall not construct or permit to be constructed, any building or any other permanent structure within the Easement Areas, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Areas during the term of the Easement.
8. **Term of Easement.** The term of the easements granted herein shall run coterminously with the term of the Lease. Such easements shall commence on the Effective Date of the Lease and shall expire concurrently with the expiration or earlier termination of the Lease, unless otherwise

extended or terminated in accordance with the terms set forth herein and in the Lease. Upon termination of the easements, or either of them, Grantee shall execute a commercially reasonable instrument to remove the easement or easements from the Official Records of Jackson County, Oregon.

**9. Events of Default.** Each of the following events shall be an “Event of Default” under this Agreement:

(A) if Grantee shall default in the observance or performance of any material term, covenant or condition on Grantee’s part to be observed or performed under the Easement and such Default shall continue as set forth in Section 10 below.

**10. Termination for Default.** Upon Grantee’s Default hereunder, Grantor may deliver to Grantee a written Notice of Default, stating with specificity the nature of Grantee’s Default. If Grantee has not commenced to cure said Default within a reasonable time (but not less than ninety (90) days) after receipt of the Notice of Default, Grantor may terminate this Agreement effective immediately upon receipt by Grantee of Grantor’s written Notice of Termination. Grantor reserves all legal remedies in addition to this termination right.

**11. Mutual Indemnification.** Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”), its affiliates, officers, directors, employees, and agents, from and against any and all third-party claims, losses, damages, liabilities, costs (including reasonable attorneys’ fees), or judgments directly arising out of or resulting from the negligence or willful misconduct of the Indemnifying Party in the performance of this agreement; provided, however, that such indemnification shall be limited to direct, actual damages and shall not include an indirect, consequential, special or punitive damages. In addition, Grantee agrees to indemnify, defend, and hold harmless Grantor, its affiliates, officers, directors, employees, and agent, from and against any and all third-party claims, losses, damages, liability, costs (including reasonable attorneys’ fees), or judgments directly arising out of or resulting from Grantee’s (including Grantee’s agents, employees, invitees, and licensees) use of the easements. This indemnification obligation shall survive the termination or expiration of this Agreement.

**12. Insurance.**

(A) Grantee shall purchase from and maintain in full force and effect, at its own cost and expense, for so long as the easements are in effect (from a company or companies lawfully admitted in or authorized to do business in Oregon with a published A.M. Best's rating of A minus (-) or above), such insurance as in the reasonable opinion of the Grantor will protect the Grantee and Grantor from claims which may arise out of or result from Grantee’s use of the Easement Area and for which the Grantee, and/or their employees (or anyone for whose acts any of them are liable) may be legally liable including the following: Commercial General Liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, to include (1) contractual liability coverage; (2) Premises/Operations; (3) Products and Completed Operations; (4) Bodily and Personal Injury Liability; and (5) third party Property Damage. Grantee shall also maintain in full force and effect, at its own cost and expense, for so long as this Agreement is in effect: (1) worker's compensation with statutory limits and Employer’s Liability with limits of \$500,000 each

accident/disease/aggregate, and (2) Commercial Automobile Insurance extending to Grantee's owned, non-owned and hired motor vehicle with a combined single limit of One Million Dollars (\$1,000,000.00) each accident. Grantee will include the Grantor as an additional insured under the above commercial general liability and automobile liability policies. Grantee will require all of its subcontractors who may perform work or enter upon the Easement Areas to maintain insurance of the types and limits required of Grantee herein.

(B) The Grantee will deliver to Grantor, within ten (10) business days after the execution of this Agreement and prior to any equipment or personnel being brought onto the Easement Areas, and within ten (10) business days after the expiration of any such policy without a lapse in coverage, Certificates of Insurance, Additional Insured evidence, and renewals thereof as appropriate procured by the Grantee under or pursuant to this Article. The coverage afforded under any required insurance policy obtained under or pursuant to this Article shall be expressed to be primary to any valid and collectible insurance carried separately by the Grantor as relates to Grantee's operations. Grantee shall endeavor to provide no less than thirty (30) days prior written notice in the event of cancellation ten [10] days' notice shall apply to non-payment) if coverage is not replaced. Upon the effective date of Grantee's notice of cancellation of any insurance policy required hereunder, Grantor shall have the immediate right to suspend, prevent and lock-out Grantee, and anyone acting on behalf of Grantee, from any use of the Easement Area or the Property until Grantee provides proof of renewal of the cancelled policy of insurance, said right being in addition to all legal and equitable remedies.

### 13. Assignment.

- a. Upon written notification to Grantor, Grantee shall have the right, without the prior consent of Grantor, to assign Grantee's interest in this Agreement to any person, corporation, partnership, or other business entity i) into or with which Grantee is merged or consolidated through other business reorganization, or (ii) to which substantially all of Grantee's assets are transferred as a going concern, or (iii) which controls or is controlled by Grantee or is under common control with Grantee, provided that such assignee is also the assignee of Grantee's interest in the Lease. No partial assignments are permitted under this section. Upon written notification to Grantor of such complete assignment, transfer or sale, Grantee will be relieved of all future performance, liabilities and obligations under this Agreement, except those related to any default or breach of this Agreement arising prior to said assignment.
- b. Grantee may not otherwise assign this Agreement without Grantor's prior written consent. Grantee must provide to Grantor all relevant information regarding such a proposed assignment, including, but not limited to, the assignment agreement. In the case of an assignment requiring Grantor's consent, should Grantor determine in its reasonable discretion that the proposed assignment will increase the burden of the Easement on the subservient estate or create a health or other hazard, then Grantor shall have the right to reject the proposed assignment and/or condition the approval of the assignment on Grantee and/or Grantee's assignee providing Grantor additional consideration for the Easement. In the event Grantor consents to the assignment, Grantee shall be released from its obligations hereunder. Grantor further retains the right to sell, encumber or otherwise use the Property so long as said sale, encumbrance or use does not interfere with Grantee's rights under this Agreement. Grantee agrees and acknowledges that the

intent of this Agreement is to provide Grantee with access over the Property to facilitate Grantee's, wireless coverage in the area. In this regard and expressly subject to Grantee's assignment rights in Section, Grantee agrees to not enter into any agreement, arrangement or relationship of any kind with any other wireless carrier or wireless contractor, which would allow any other wireless carrier or wireless contractor to use the Easement Area in any way.

- 14. Dominant and Servient Tenements.** This Agreement is granted for the benefit of the Leased Premises and is appurtenant to the Leased Premises. The Leased Premises is the dominant tenement and the Property is the servient tenement, subject to the provisions herein and with the understanding that Grantor shall retain the right to use the Easement Areas, so long as such use does not unreasonably interfere with the easements granted herein.
- 15. Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the easements. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 16. Binding Effect.** Subject to the provisions herein, this Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
- 17. Amendments.** Any modification or other termination of this Agreement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
- 18. Recording.** Grantor agrees to execute a memorandum of this Agreement, and any amended memorandum reflecting any material modifications to this Agreement, which Grantee may record in the office of the County Clerk of Jackson County, Oregon.
- 19. Attorney's Fees.** In the event of a dispute between the parties regarding the interpretation, performance or enforcement of this Agreement and the rights and obligations created herein, the prevailing party shall be entitled to recover its reasonable costs, including attorney's fees. The parties agree that the exclusive venue for any such dispute shall be in the Circuit Court in Jackson County, Oregon.
- 20. Notices.**
- (a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Grantee:       Public Safety Towers, LLC  
                           ATTN: Lease Notices  
                           1903 Wright Pl. #140  
                           Carlsbad CA 92008  
                           [notices@pstctowers.com](mailto:notices@pstctowers.com)

If to Grantor: Medford Water  
ATTN: General Manager  
200 S. Ivy St. – Room 177  
Medford OR 97501  
water@medfordwater.org

21. Further Assurances. Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any parties' obligations hereunder or materially decrease any parties' rights hereunder.
22. Governing Law. This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Oregon without regard to principles of conflicts of laws.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

**GRANTOR:**

Medford Water Commission,  
a chartered municipal water utility  
of the City of Medford, Oregon

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:**

Public Safety Towers LLC,  
a Delaware Limited Liability  
Company

By: \_\_\_\_\_

Name: Doug Lodder

Title: Chief Executive Officer

Date: \_\_\_\_\_



GRANTOR

**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)

GRANTEE

**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 " A "

**GRANT OF ACCESS EASEMENT  
AND UTILITY EASEMENT  
DESCRIPTION SHEET  
37 1W 20DC & 37 1W 20DD**

A 12-foot wide access easement, being over, under, and through a portion of that certain property known as the "Capital Hill Park City Reservoir Site", being a portion of Tax Lot 100 per Jackson County Assessors Map 37 1W 20DC, and being a portion of Tax Lot 300 per Jackson County Assessors Map 37 1W 20DD, and as depicted on Survey Number 20433, filed in the Office of the Jackson County Surveyor, being located within the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon. The centerline of said 12-foot wide easement is more particularly described as follows:

Commencing at a found 5/8-inch iron rod marked with a plastic cap "TEMPLIN LS2359", marking the southwest corner of said "Capital Hill Park City Reservoir Site" per Survey Number 20433, being a point on the northerly right-of-way of Capital Avenue; thence North 89°43'43" East, along said right-of-way, 617.70 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, the following courses and distances: North 01°46'17" West, 48.53 feet; thence North 03°29'19" West, 35.13 feet; thence North 16°05'00" West, 28.04 feet to the beginning of a non-tangent curve to the left, having a radius of 58.86 feet and a central angle of 33°26'04" (the long chord of which bears North 35°11'15" West, 33.86 feet); thence 34.34 feet along the arc of said curve; thence North 64°56'45" West, 12.60 feet; thence North 65°38'03" West, 21.28 feet; thence North 64°07'40" West, 83.70 feet; thence North 65°26'58" West, 29.39 feet to the beginning of a non-tangent curve to the right having a radius of 173.08 feet and a central angle of 46°09'41" (the long chord of which bears North 44°25'39" West, 135.70 feet); thence 139.44 feet along the arc of said curve; thence tangent to said curve North 21°20'49" West, 9.36 feet to the terminus of said easement.

The sidelines of this easement are to be 6.00 feet each side of the above-described centerline, to be continuous throughout, and are to be lengthened or shortened, as to meet at angle points, to begin on the northerly right-of-way of Capital Hill Avenue and terminate at said terminus. As depicted on Exhibits "B" and "C" attached hereto and incorporated herein by reference.

Containing 5,302 square feet, more or less.

**TOGETHER WITH:** A 5-foot wide utility easement, being over, under, and through a portion of that certain property known as the "Capital Hill Park City Reservoir Site", being a portion of Tax Lot 100 per Jackson County Assessors Map 37 1W 20DC, and being a portion of Tax Lot 300 per Jackson County Assessors Map 37 1W 20DD, and as depicted on Survey Number 20433, filed in the Office of the Jackson County Surveyor, being located within the Southeast One-quarter of Section 20, Township 37 South, Range 1 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon. The centerline of said 5-foot wide utility easement is more particularly described as follows:

Commencing at a found 5/8-inch iron rod marked with a plastic cap "TEMPLIN LS2359", marking the southwest corner of said "Capital Hill Park City Reservoir Site" per Survey Number 20433, being a point on the northerly right-of-way of Capital Avenue; thence North 89°43'43" East, along said right-of-way, 619.02 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, the following courses and distances: North 01°46'17" West, 66.74 feet; thence North 10°29'38" West, 27.22 feet; thence North 21°29'04" West, 30.01 feet; thence North 42°13'22" West, 17.82 feet; thence North 64°07'40" West, 173.87 feet; thence North 50°34'23" West, 38.82 feet; thence North 36°58'00" West, 47.88 feet; thence North 26°47'48" West, 15.53 feet; thence North 01°45'29" West, 7.92 feet to intersect the southwesterly boundary of Resultant Tract 2, being the point of terminus.

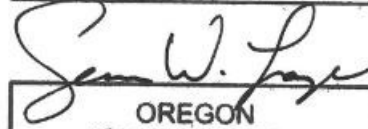
The sidelines of this easement are to be 2.50 feet each side of the above-described centerline, to be continuous throughout, and are to be lengthened or shortened, as to meet at angle points, to begin on the northerly right-of-way of Capital Hill Avenue and terminate at the southwesterly boundary of Resultant Tract 2. As depicted on Exhibits "B" and "D" attached hereto and incorporated herein by reference.

Containing 2,130 square feet, more or less.

**BASIS OF BEARINGS:** Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland Zone (references: OAR 734-005-0005, 734-005-0010 (3) and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:  
NEATHAMER SURVEYING, INC.  
3126 State Street, Suite 203  
PO Box 1584  
Medford, OR 97501  
Phone: (541) 732-2869  
Facsimile: (541) 732-1382  
Project: 24015-1  
Date: January 27, 2025

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



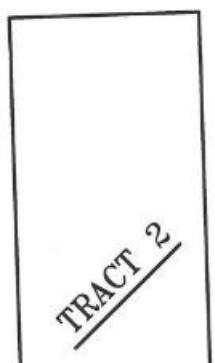
OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
083883PLS

EXPIRATION DATE: DEC. 31, 2026



**EXHIBIT " B "**

**OVERALL**



**TRACT 2**



**PROPOSED  
COMM.  
TOWER  
LOCATION**

**12' ACCESS EASEMENT**

**"CAPITAL HILL PARK  
CITY RESERVOIR SITE"**

**PORTION OF  
TRACT 1**

**37 1W 20DC  
TAX LOT 100**

**MEDFORD WATER COMMISSION  
CITY OF MEDFORD**

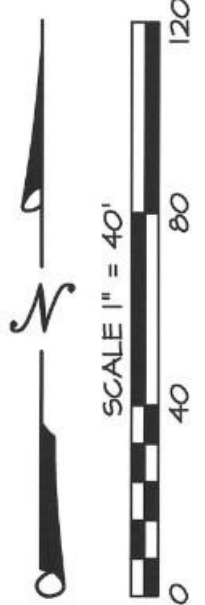
**PORTION OF  
TRACT 1**

**37 1W 20DD  
TAX LOT 300**

**MEDFORD WATER COMMISSION  
CITY OF MEDFORD**

**ORIGINAL PROPERTY LINE  
(TO BE REMOVED)**

**CAPITAL AVENUE**



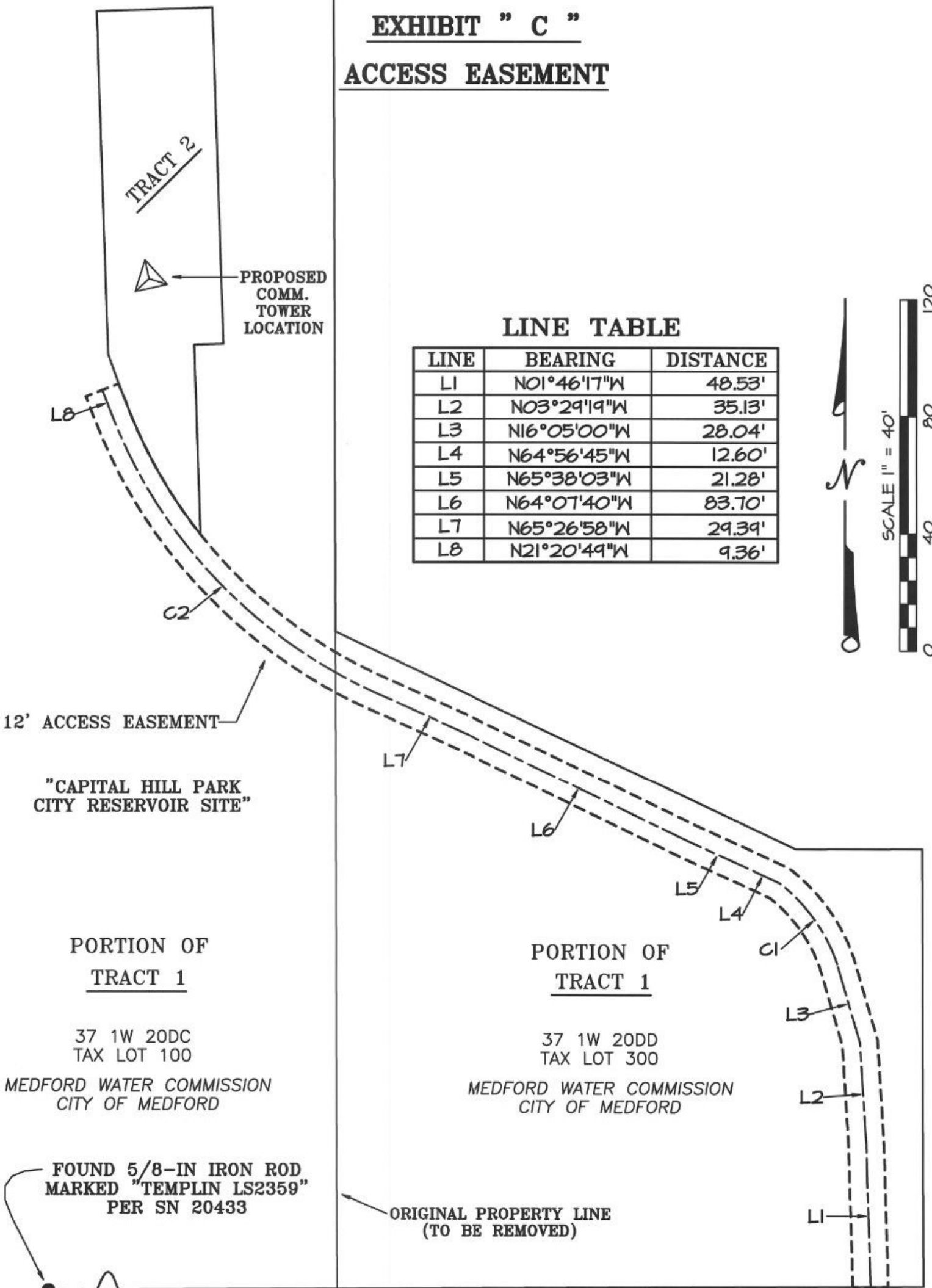
**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Sean W. Lange*  
**OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883**

*Renewal Date 12/31/26*

# EXHIBIT " C "

## ACCESS EASEMENT



### LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°46'17"W	48.53'
L2	N03°29'19"W	35.13'
L3	N16°05'00"W	28.04'
L4	N64°56'45"W	12.60'
L5	N65°38'03"W	21.28'
L6	N64°07'40"W	83.70'
L7	N65°26'58"W	29.39'
L8	N21°20'49"W	9.36'



12' ACCESS EASEMENT

"CAPITAL HILL PARK CITY RESERVOIR SITE"

PORTRION OF TRACT 1

37 1W 20DC  
TAX LOT 100

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

PORTRION OF TRACT 1

37 1W 20DD  
TAX LOT 300

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

FOUND 5/8-IN IRON ROD  
MARKED "TEMPLIN LS2359"  
PER SN 20433

ORIGINAL PROPERTY LINE  
(TO BE REMOVED)

N89°43'43"E 617.70'

CAPITAL AVENUE

POINT OF BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

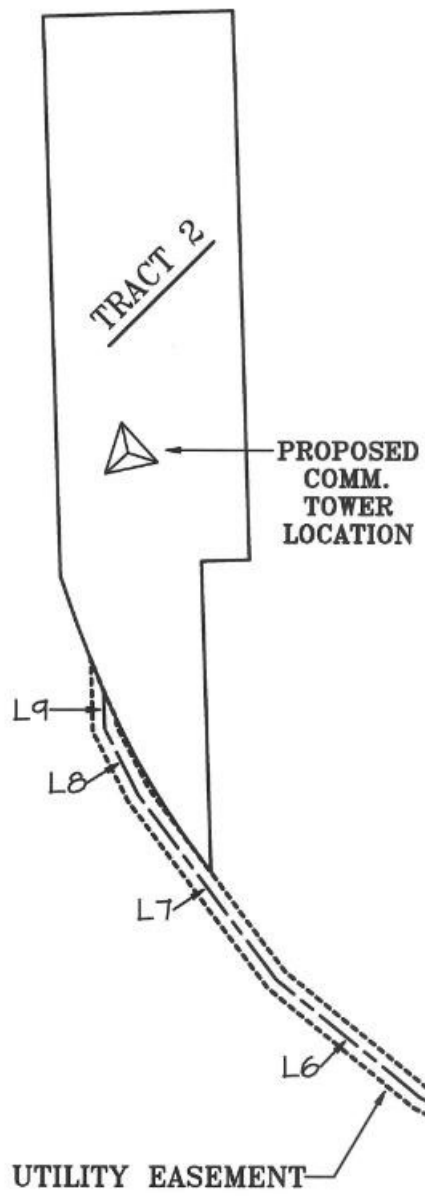
*Sean W. Lange*  
OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26

### CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	33°26'04"	58.86'	34.34'	N35°11'15"W	33.86'
C2	46°09'41"	173.08'	139.44'	N44°25'39"W	135.70'

**EXHIBIT " D "**  
**UTILITY EASEMENT**



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N01°46'17"W	66.74'
L2	N10°29'38"W	27.22'
L3	N21°29'04"W	30.01'
L4	N42°13'22"W	17.82'
L5	N64°07'40"W	173.87'
L6	N50°34'23"W	38.82'
L7	N36°58'00"W	47.88'
L8	N26°47'48"W	15.53'
L9	N01°45'29"W	7.92'



"CAPITAL HILL PARK CITY RESERVOIR SITE"

PORTION OF  
TRACT 1

37 1W 20DC  
TAX LOT 100

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

PORTION OF  
TRACT 1

37 1W 20DD  
TAX LOT 300

MEDFORD WATER COMMISSION  
CITY OF MEDFORD

FOUND 5/8-IN IRON ROD  
MARKED "TEMPLIN LS2359"  
PER SN 20433

ORIGINAL PROPERTY LINE  
(TO BE REMOVED)

N89°43'43"E 619.02'

CAPITAL AVENUE

POINT OF BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MARCH 12, 2024  
SEAN W. LANGE  
83883

Renewal Date 12/31/26



PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

## PUBLIC SAFETY TOWER SITE COLOCATION AGREEMENT

This PUBLIC SAFETY TOWER SITE COLOCATION AGREEMENT (“**Agreement**”) dated as of the later of the signature dates below (“**Effective Date**”), is entered into by and between Public Safety Towers, LLC, a Delaware limited liability company, with an address at 701 Palomar Airport Road, Suite 160, Carlsbad, CA 92011 (“**Company**”) and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, with an address at 200 S Ivy Street, Room 177, Medford, OR, 97501 (“**Colocator**”) (collectively referred to as the “**Parties**”).

### RECITALS

WHEREAS, Company has leased from the City of Medford (“**City**”) pursuant to that certain Public Safety Infrastructure Ground Lease Agreement entered into by Company and City contemporaneously herewith (“**Ground Lease**”) that certain plot, parcel or tract of land, as described in the Ground Lease, and on **Exhibit A**, together with all rights and privileges in connection therewith (the “**Premises**”) upon which Premises the Company owns and operates a telecommunications tower or other structure used for telecommunications purposes (the “**Tower**”);

WHEREAS, Colocator conveyed the Premises subject to the Ground Lease to City, with the condition that Colocator be able to negotiate the rights herein as Colocator with Company;

WHEREAS, Company desires to grant to Colocator the right to use a portion of the Tower and ground space at the Premises, pursuant to the terms of this Agreement; and

WHEREAS, in exchange for a waiver of all colocation fees to Colocator hereunder, Company and the City have entered into the Ground Lease.

**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. COLO SITE, PERMITTED USE AND EQUIPMENT.

Company hereby leases to Colocator and Colocator leases from Company the following portions of the Tower and the Premises: (i) Tower space; (ii) ground space of approximately 120 square feet (to be shared with Emergency Communications of Southern Oregon) for Colocator’s placement of base station equipment; and (iii) space required for cable ladders, runs and bridges to connect telecommunications equipment and antennas; all in the location(s) shown and/or described on **Exhibit A** (collectively, the “**Colo Site**”), together with a use of Company’s access and utility non-exclusive easements over the Premises for ingress and egress across the Premises and for access to the appropriate source(s) of electric and telephone facilities. The Colo Site will be used by Colocator solely for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its sole expense, a wireless telecommunications service system facility (the “**Permitted Use**”) generally consisting of the type of antenna(s) and related equipment set forth on **Exhibit B** (collectively, the “**Equipment**”). Any modifications, changes or alterations (the “**Modifications**”) to



the Equipment listed in **Exhibit B** or the Colo Site set forth on **Exhibit A** will be subject to Company's prior consent in accordance with Section 8, which consent shall not be unreasonably withheld. Colocator will not use the Colo Site (i) in a manner which will cause a legal nuisance to Company or to the occupancy of Company's other tenants or cause a breach of the Ground Lease (as hereinafter defined in Section 5) or (ii) to deploy any commercial radio technology, including but not limited to deploying commercial Wi-Fi, LTE, Commercial 5G or communications utilizing spectrum within the Citizens Broadband Radio Service ("CBRS"). In any event, Colocator's installation, use, and maintenance of the Equipment and any other use of the Colo Site shall not interfere with, compromise or damage the Tower, or any portion thereof.

2. **TERM.**

The initial term ("Initial Term") of this Agreement is twenty-five (25) years, commencing on the date set forth below ("Commencement Date"). The Commencement Date shall be (i) the 1<sup>st</sup> day of the month following the date Colocator begins installation of any of its Equipment at the Colo Site; or (ii) the date that is ninety (90) days after the Effective Date, whichever date is first to occur. Provided Colocator is not in default, this Agreement will automatically renew for two (2) additional terms (each a "Renewal Term" and together with the Initial Term, the "Term") of ten (10) years each, unless either party provides the other party with notice of its intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or the then current Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term". Notwithstanding the foregoing, in the case of any conflict in the Initial Term and/or Renewal Term(s) herein with that of the Ground Lease, the Initial and Renewal Term(s) of the Ground Lease shall take precedence and govern the Term herein..

3. **RENT.**

Colocator shall owe no rent or other lease payments hereunder during the Term. In exchange for lease and use of the Colo Site, the City and Company have entered into the Ground Lease. Company acknowledges that its Ground Lease with City is adequate consideration for its obligations to Colocator herein.

4. **ACCESS AND SECURITY.**

Colocator will have the reasonable right of access to the Colo Site where its Equipment is located twenty-four (24) hours a day, seven (7) days a week; provided that, Colocator must give Company twenty-four (24) hours written notice (email sufficient) for maintenance and installation of any Equipment performed on the Tower. Notice may also be given to Company's NOC at (760) 925-4963, Routine service or maintenance of any Equipment installed in a shelter shall be scheduled between the hours of 8:00 am and 5:00 pm weekdays. In the event of an emergency situation (which may include as necessary to ensure the continued operations of Colocator's Equipment) which requires entry on the Colo Site, Colocator may enter the Colo Site and take reasonable actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than forty-eight (48) hours thereafter, Colocator gives telephonic and/or written notice to Company of Colocator's entry onto the Colo Site. Colocator remains liable for any damage to the Colo Site or any other tenant's equipment due to Colocator's entry into the Colo Site Colocator's emergency twenty-four (24) hour contact number(s) must be displayed on the outside of all equipment cabinets located at the Colo Site or Tower. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property which requires entry to the Colo

Site, Company may enter the Colo Site and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage. Colocator acknowledges that the Tower and Premises may have a Ground Lessor (as hereinafter defined in Section 5) or other users or Colocators that are public safety or law enforcement entities or such Premises may be managed or controlled by public safety or law enforcement entities and is therefore considered and defined as a "Public Safety Site". Colocator acknowledges that as a Public Safety Site the Premises will be considered to be a sensitive site and may have public safety interests that require added security or other aspects of access and rules and regulations that Colocator must adhere to, including, without limitation, access cards and alarm or other security systems. Colocator further acknowledges that as a Public Safety Site the Premises may include even more highly sensitive operations of public safety, law enforcement or other related entities which require a higher level of secure facilities for the site's operations ("Special Access Sites"). Notwithstanding anything to the contrary in this Agreement, if the Premises is designated as a Special Access Site then Colocator will need to coordinate access with Company and the public safety, law enforcement or related entity immediately upon any Colocator request for access. Colocator acknowledges that if the Premises is designated as a Special Access Site, Colocator will agree and adhere to any and all additional security requirements to be provided by Company and the public safety entity, law enforcement or related entity. Execution of this Agreement by Colocator will act as written acknowledgement that Colocator must adhere to such additional access and security requirements for the term of the Agreement.

## **5. TITLE AND QUIET POSSESSION.**

Company represents and agrees (a) that it is in possession of the Colo Site as fee owner, lessee or similar status, under a ground lease or other agreement that authorizes Company to operate the Tower on the Premises ("Ground Lease"), and the Ground Lease is in full force and effect, (b) the Tower complies with all applicable tower or building height, marking and lighting regulations promulgated by the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"); and (c) that Colocator is entitled to the quiet use and possession of the Colo Site throughout the Initial Term and each Renewal Term so long as Colocator is not in default under this Agreement. Colocator, at Colocator's option and expense, may obtain title insurance on the Premises and/or Colo Site. Company shall cooperate with Colocator's efforts to obtain title insurance by executing documents or obtaining requested documentation reasonably required by the title insurance company. If the Colo Site is subject to a Ground Lease, Company agrees to exercise any renewal options contained in the Ground Lease which may be required to extend the term of the Ground Lease beyond the expiration of the Initial Term and any Renewal Term exercised hereunder, only if Colocator remains a Colocator at the Colo Site, is paying Rent and otherwise is in compliance with Colocator's obligations under this Agreement. Company will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. Notwithstanding anything to the contrary contained herein, Company and Colocator acknowledge and agree that in the event that the lessor of the Ground Lease (the "Ground Lessor") has the right to approve Colocator's use of the Colo Site, such use shall be subject to Company receipt of any such approval. Company hereby furnishes Colocator with a copy of the Ground Lease (business terms redacted), which is attached hereto as **Exhibit C**. This Agreement is subordinate to any mortgage or deed of trust now of record against the Colo Site. Promptly after this Agreement is fully executed, Company will use commercially reasonable efforts to request the holder of any such mortgage or deed of trust to execute and deliver a non-disturbance agreement in a form provided by Colocator, and Company will reasonably cooperate with Colocator, at Colocator's sole expense, to obtain same. Colocator will not, directly or indirectly, on behalf of itself or any third party, negotiate, and/or contract with the Ground Lessor without Company's prior written approval.

**6. ASSIGNMENT.**

Colocator may assign or transfer all or any portion of the Colo Site with the prior written consent of Company to any other public entity, and to any private entity so long as Colocator provides Company a right of first refusal to use of the Colo Site. If Company does not exercise its right of First Refusal within sixty (60) days of a request by Colocator, then Colocator may proceed with the assignment, provided the assignee is willing to accept market based lease fees for use of the Colo Site. In addition, any permitted assignment by Colocator herein shall not impact the Ground Lease, which will remain in full force and effect. An assignment by Colocator under this Section will not relieve Colocator of any obligations or liability hereunder; provided, however, that if Colocator assigns or transfers this Agreement pursuant to this Section to a transferee with comparable credit quality, and if Colocator's assignee or transferee expressly assumes all of Colocator's obligations under this Agreement, and in the case of assignment to a private entity, such assignee enters into an agreement to pay market-based lease fees hereunder, then, in such event Colocator will be relieved in full of its obligations under this Agreement. Colocator shall have no right to sublet the Colo Site. Company may assign this Agreement, and delegate all of its obligations hereunder, at any time without Colocator's consent. Any proposed assignment in contravention to the foregoing shall be null and void.

**7. NOTICES.**

All notices, demand, requests, consents and approvals desired must be in writing and will be deemed effective after three (3) days when deposited in the U.S. mail, certified and postage prepaid, or after one (1) day when sent via overnight delivery, to the address set forth below or such other address in the United States as Company or Colocator may, from time to time, designate by like notice, or as otherwise provided by law. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand, request or other communication. Notice may also be given by e-mail to Company at email address shown below and Colocator at email address shown below and shall be deemed given on the date of confirmation of receipt of the e-mail, provided such notice is also deposited in the U.S. mail.

Colocator: Medford Water Commission  
200 S Ivy St, Room 177  
Medford, OR 97501  
Attention: General Manager  
Email Address: water@medfordwater.org

Company: Public Safety Towers, LLC  
701 Palomar Airport Road, Suite 160  
Carlsbad, CA 92011  
Attention: Lease Notices  
Email Address: notices@pstctowers.com

With a Public Safety Towers, LLC  
copy to: 701 Palomar Airport Road, Suite 160  
Carlsbad, CA 92011  
Attention: Asset Management  
Email Address: asset.management@pstctowers.com

## 8. INSTALLATION AND MODIFICATIONS; MAINTENANCE

- a. Prior to installing or allowing any Equipment to be installed at the Colo Site or making any Modifications to such Equipment, Colocator will, at its sole cost and expense, obtain all required Governmental Approvals (as hereinafter defined in Section 14) and submit to Company, along with Company's Co-Location Application form (attached as **Exhibit B**) and application fee, plans and specifications of the planned installation or Modifications or other activity, and the contractors proposed to perform same. All such plans and contractors and Application shall be subject to Company's approval which approval will not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained herein, Company's consent to any Modifications shall be in Company's sole discretion (including potentially requiring an Amendment and an increase in Rent) for Modifications that require (i) an increase in the aggregate surface area, vertical and horizontal, of the Equipment on the Tower by more than ten percent (10%) of the original surface area of the Colo Site on the Tower or (ii) an increase in the square footage of the ground space set forth above or (iii) any Government Approval (as defined in Section 14) that involves any expense or cost incurred by Company and that is not passed on to Colocator. In addition, Company may, at its option, but at Colocator's expense, perform a tower loading or structural analysis of any Modification. Subsequent to Company's approval of an Application and plans and contractors, and prior to the installation of Equipment or any Modification, Company shall issue a "Notice to Proceed" authorizing Colocator to commence work at the Colo Site. All installations of or Modifications or other work on Colocator's Equipment will be at Colocator's sole expense, including payment of any third-party fees incurred in connection with Company's review or approval thereof. Colocator shall identify its Equipment cabinets located on the ground by labels identifying Colocator's name and contact number and shall permanently identify its coaxial cable at the top and bottom with industry standard, market-specific color coding. Failure by Colocator to so identify its Equipment may cause an interruption in service of Colocator's operations. Upon completion of installation of any Equipment on the Colo Site, Company will have the right to inspect and reasonably approve all installation work and all installation work shall be done by Colocator in a prompt fashion and in good, clean, safe and workmanlike condition and in accordance with good engineering practices and industry standards. Company reserves the right to prohibit operation of any equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. If Company is required to remove or relocate and Colocator equipment as a result of Company's maintenance or repair efforts on the Tower, Company shall provide Colocator reasonable prior notice and during the period of such maintenance or repair provide to Colocator a temporary mast so as not to unreasonably interfere with Colocator's equipment operation.
- b. Colocator, at Colocator's sole cost, shall be obligated to (i) comply with any maintenance requirements for the Tower; (ii) promptly repair any damage to the Tower or other portions of the Colo Site caused by installation, operation, maintenance or removal of Equipment; and (iii) install and maintain the antenna structure in a manner that does not impair the structural integrity of the Tower. Any and all welding or otherwise affixing objects to the surface of the Tower require prior written approval by Company. Colocator shall not perform without Company's consent any maintenance or repairs which would directly affect or negatively impact the Structure. If within ten (10) business days following notice to Colocator, Colocator fails to commence necessary maintenance or repair to the Equipment or Colo Site that if not accomplished would create emergency situations to Company or other tenants, then Company

may, at its option, cause all required maintenance or repairs to be made. Colocator shall promptly pay within fifteen (15) days of demand, all costs incurred by Company in connection therewith.

- c. Upon termination or expiration of this Agreement, Colocator shall have sixty (60) days to remove its Equipment and other improvements and will surrender the Colo Site to Company in substantially the same condition as existed on the Commencement Date, except for underground facilities, ordinary wear and tear and insured casualty loss. Colocator will continue paying Rent for the sixty (60) day period at the current rental rate in effect at the time of termination or expiration. If Colocator fails to remove its Equipment as hereinbefore specified, Colocator's Equipment will be subject to disconnection, removal, and disposal by Company after delivery of any and all notices to Colocator as may be required by law. If the Equipment is not removed, a hold-over fee equal to one hundred fifty percent (150%) of the then effective monthly Rent, prorated sixty (60) days from the effective date of termination or expiration to the date the Equipment and improvements are fully removed from the Colo Site, shall be paid by Colocator to Company. If Company, at its option, disconnects and removes the Equipment from the Colo Site, Colocator will pay to Company upon receipt of written invoice and reasonable documentation evidencing Company's payment of such costs, the disconnection removal and storage expenses reasonably incurred by or on behalf of Company. If the Equipment and improvements are not reclaimed by Colocator within sixty (60) days of its removal from the Colo Site, or such longer time period as may be required by law, Company has the right to sell the Equipment and improvements in a commercially reasonable manner and in accordance with all applicable provisions of law. Subject to Company's foregoing right to sell the Equipment and improvements, title to all improvements constructed or installed by Colocator on the Premises shall remain in Colocator, and all improvements constructed or installed by Colocator shall at all times be and remain the property of Colocator, regardless of whether such improvements are attached or affixed to the Premises, provided Colocator is not in material default under any covenant or agreement contained in this Agreement beyond any applicable cure period.

## 9. **AS-IS; COMPLIANCE WITH LAWS.**

Colocator agrees to take the Colo Site in strictly "AS IS, WHERE IS" condition with all faults and conditions, known or unknown, and releases Company from any liability in connection therewith, including without limitation any warranties of fitness for a particular purpose. Colocator will, at its expense, comply with all applicable laws relating to its possession and use of the Colo Site and its Equipment and the operation of its business, including without limitation, the regulations of the FAA, the FCC, and regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by such equipment Colocator represents and acknowledges that Colocator is entering into this Agreement in order to locate and operate radio frequency transmitter and associated equipment at the Colo Site. This equipment is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by such equipment. These FCC regulations prescribe the permissible exposure levels to emissions from transmitters and associated equipment which can generally be met by maintaining safe distances from transmitters and associated equipment. Company therefore agrees that Colocator shall be allowed to install, at Colocator's expense, such markings, signage or barriers to restrict access as Colocator deems necessary at the location of Colocator's facilities in order to comply with the FCC's regulations. Company also agrees that Colocator shall be allowed to post prominent signage at all points of entry to the Colo Site containing instructions as to potential exposure and methods for minimizing such exposure risk. Company and Colocator shall cooperate in good faith to minimize any confusion or unnecessary duplication that could result from similar signage being posted respecting other carriers' transmission equipment (if



any) at or near the Colo Site. Colocator agrees further to alert all personnel working at or near the Colo Site (e.g., maintenance or inspection personnel), including Colocator's personnel, to heed all of Colocator's signage or Colo Site restrictions, to maintain the prescribed distance from Colocator's Equipment, and otherwise to follow the posted instructions. Company agrees to cooperate reasonably with Colocator during the Term in order for Colocator to maintain compliance with the FCC's regulations. Company agrees that Colocator may install, at Colocator's sole cost and expense and as required for Colocator's telecommunications facility, a (i) backup generator within the Colo Site to provide backup power in the event of a power outage at the Colo Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Upon Company's request, Colocator shall promptly furnish Company with complete and accurate information in response to any reasonable request by Company for information about any of the Equipment or utilities utilized by Colocator or any of the channels and frequencies utilized by Colocator.

#### 10. **INSURANCE.**

Colocator shall be obligated to obtain and maintain the required insurance policies. Colocator shall maintain the following insurance: (i) Commercial General Liability with limits of \$1,000,000.00 per occurrence, (ii) Automobile Liability with a combined single limit of \$1,000,000.00 per accident (iii) Worker's Compensation as required by law, and (iv) Employer's liability with limits of \$1,000,000.00 per occurrence. Colocator shall name Company as an additional insured with respect to the above Commercial General Liability insurance.

#### 11. **INTERFERENCE.**

(a) Company agrees that neither Company nor Company's other users of the Tower, whose equipment is installed or modified subsequently to Colocator's Equipment ("**Subsequent Use**"), shall permit their equipment to materially interfere with Colocator's permitted transmissions or reception. In the event that Colocator experiences material radio frequency ("**RF**") interference caused by a third-party tenant's Subsequent Use, Colocator shall notify Company in writing of such RF interference and Company shall use commercially reasonable efforts to cause the party whose Subsequent Use is causing said RF interference to correct and eliminate such material RF interference within seventy-two (72) hours after Company's receipt of such notice, provided however, the parties agree to work together in good faith to resolve any such material RF interference within a reasonable period of time given the nature and cause of such interference, the parties acknowledging that such material RF interference may take more than seventy-two (72) hours to resolve. In the event that Colocator experiences material RF interference caused by Company's installation of equipment or equipment for which Company is solely responsible, Colocator shall notify Company in writing of such material RF interference and Company shall use commercially reasonable efforts to correct and eliminate such material RF interference within twenty-four (24) hours after Company's receipt of such notice. In the event Company is notified of any material RF interference experienced by Colocator alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Colocator to eliminate such material RF interference. Company further agrees that any agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Colocator's operation of its Equipment following receipt of a notice of such interference,

(b) Notwithstanding any prior approval by Company of Colocator's Equipment, Colocator agrees that it will not allow its Equipment to cause RF interference to Company and/or other users of the Tower in excess of levels permitted by the FCC. If Colocator is notified in writing that its operations are causing such RF interference, Colocator will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Company shall have the right to require Colocator to reduce power and/or cease operations until such time as Colocator can make repairs to the interfering Equipment. Notwithstanding the foregoing, Colocator represents that at all times, notwithstanding any RF interference, it shall ensure that all emergency communications are able to operate normally and continuously. In the event that Colocator fails to promptly take such action as agreed, or if emergency communications are degraded, then Company shall have the right to require Colocator to immediately take all action to eliminate such RF interference, including reverting such Equipment causing such RF interference to a prior state of operation where no RF interference had been occurring, at Colocator's cost, and without liability to Company for any inconvenience, disturbance, loss of business or other damage to Colocator as the result of such actions. Colocator shall indemnify and hold Company and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Colocator's Equipment.

12. **SPECTRUM UTILIZATION.**

Colocator has the right to utilize any amount of any of its owned or leased FCC-licensed frequencies for use in commercial, two-way broadband communications, without limitation or approval by Company, subject only to the interference provisions as set forth in Section 11 and the surface area restrictions set forth in Section 8(a) above. Prior to its use at the Colo Site, Colocator agrees to provide Company with Colocator's specific licensed frequencies that will be operational at the Colo Site, and as listed on **Exhibit B** of this Agreement and updated from time to time by Colocator by providing written notice to Company of changes in frequencies used at the Colo Site. Notwithstanding anything to the contrary, nothing herein shall be deemed or interpreted to authorize Colocator to illegally transmit on any frequency or to operate at variance from the specifications in its FCC license or the FCC's rules governing Colocator's operation of its Equipment.

13. **UTILITIES.**

Colocator will be responsible to arrange for and pay directly to the appropriate utility companies for all utilities required and used for Colocator's use of the Colo Site. Upon written approval by Company, Colocator may install utilities, at Colocator's expense and improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators) reasonably necessary to provide service to the Equipment. Colocator shall install separate meters for utilities used on the Premises. Temporary interruption in the power provided by or on behalf of Company will not render Company liable for damages to either person or property nor relieve Colocator from fulfillment of any covenant or agreement under this Agreement unless such interruption is due to Company's gross negligence or willful misconduct. If any of Colocator's Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Company, Company will use reasonable diligence to restore the electrical power promptly, and Colocator will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom, unless such interruption is due to Company's gross negligence or willful misconduct. Notwithstanding the foregoing, Company may shut down, and Colocator will cooperate with Company in shutting down, the electrical service to the Colo Site and its Equipment in connection with any necessary maintenance

operation conducted for the Premises or the facilities thereon if (1) such shut down is required in connection with RF Emission standards as defined by the FCC; or (2) in emergency situations where Colocator's Equipment is a potential hazard to human life or property, provided that, if possible, same occurs between the hours of midnight and 6:00 AM.

14. **TERMINATION BY COLOCATOR.**

Colocator may terminate this Agreement without further liability on not less than sixty (60) days' prior written notice as follows: (i) if Colocator does not obtain, after making diligent efforts, all permits or other approvals required from any governmental authority to operate the telecommunications system facility ("**Government Approvals**"), or if any such Government Approval is canceled, expires, is withdrawn or terminated by such governmental authority following Colocator's diligent efforts to maintain such Government Approval; or (ii) if Colocator is unable to occupy or utilize the Colo Site due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies through no fault of the Colocator; or (iii) if the Colo Site or the Premises is destroyed or damaged so that effective use of the Colo Site is impossible and either (1) Company does not provide Colocator with a reasonably suitable, in Company's reasonable determination, alternative Colo Site for Colocator's facilities, or (2) Company decides not to repair or rebuild in a manner suitable for Colocator's continuing use. Notwithstanding the foregoing, in no event will any termination of this Agreement impact the effectiveness of the Ground Lease, which will remain in full force and effect unless otherwise agreed in writing by the Parties.

15. **TAXES.**

Colocator will be responsible for payment of all personal property taxes, and state and local sales and use taxes, assessed directly upon and arising solely from its use of the Equipment on the Colo Site. Colocator will pay to Company the foregoing amounts within thirty (30) days after written demand thereof by Company accompanied by copies of each tax bill, service bill and/or assessment notice, along with the prior year's bill and a reasonable determination of the proportionate amount of increase attributed to Colocator, together with Company's share and any other Colocator's shares. Upon notice to Company, Colocator shall have the right to appeal any tax assessment which is imposed by any governmental authority in connection with Colocator's Equipment or use of the Colo Site.

16. **DEFAULT.**

If either party is in default under this Agreement for a period of (a) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under any applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default, except as set forth in Section 11, Interference.



17. **INDEMNITY.**

Company and Colocator each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Colo Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, neither party will have any liability to the other for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Colo Site, libel or slander.

18. **HAZARDOUS SUBSTANCES.**

Colocator shall not introduce or use any substance, chemical or waste on the Premises or Tower that is identified as hazardous, toxic or dangerous in any laws (collectively "Hazardous Substances") on the Premises in violation of any laws. Colocator agrees to indemnify and to hold Company harmless from and against any and all claims, judgments, demands, penalties, fines losses and costs and expenses incurred by Company during or after the term of this Agreement as a result if any Hazardous Substance that Colocator, its agents, employees or contractors cause or permit to be brought upon or released in or about the Colo Site or the Premises or any surrounding property in violation of applicable laws.

19. **LIENS.**

Colocator shall pay all invoices of labor and materialmen for such costs and expenses in a timely manner to prevent the imposition of any liens on the real property, Company's personal property or real property interest, Colocator's Equipment located thereon or its interest in the Colo Site. Colocator will not permit any mechanics', materialman's or other liens to encumber the Colo Site for any labor or material furnished in connection with work of any character performed by or at the direction of Colocator. In the event that any notice of lien is filed or given, Colocator will, within thirty (30) days after the date of notice of filing, cause the same to be released or discharged by either payment, deposit, or bond. Colocator shall indemnify Company from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by the other party on account of the filing of the claim or lien. It is the express intent of the parties to this Agreement that Company have no security interest whatsoever in any personal property of the Colocator, and, to the extent that any applicable statute, code or law grants Company such an interest, Company does hereby expressly waive any rights thereto.

20. **CASUALTY OR CONDEMNATION.**

In the event of any damage, destruction or condemnation of the Colo Site, or any part thereof, not caused by Colocator that renders the Colo Site unusable or inoperable by Colocator, Colocator shall have the right to abate payment of Rent until the Colo Site is restored or an alternate location becomes available for Colocator's Permitted Use. Company will use its best efforts to provide an alternate location for Colocator on the Premises until the Colo Site is repaired or made operable. In the event that an alternate location cannot be found, or if the repair to the Colo Site will take longer than ninety (90) days, Colocator may terminate the Lease without further liability. If Company does not provide an alternate location or decides not to restore the Colo Site, either party may terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If this Agreement is not terminated, Company will make any necessary repairs to the Colo Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any

repairs. Company will in no event be liable to Colocator for any damage to or loss of the Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any act of God, by Company's act or omission, or Company's violation of any of the terms, covenants or conditions of this Agreement, unless caused by Company's, its agents employees or contractors negligence or willful misconduct. The terms and conditions of this Section shall survive the termination of this Agreement. Company acknowledges that Colocator may have certain emergency procedures that Colocator may desire to implement, including the temporary location of a cell on wheels on the Colo Site in the event of a casualty. To the extent possible, Company will cooperate with Colocator in Colocator's implementation of its emergency responses as the same may exist from time to time.

21. **MEMORANDUM OF LEASE.**

Unless prohibited by the Ground Lease and at Colocator's request and expense, Company and Colocator agree to use reasonable efforts to execute a memorandum or short form of this Agreement, in recordable form, as indicated on attached **Exhibit D**, setting forth a description of the Premises, the term of this Agreement and other information for the purpose of giving public notice thereof to third parties.

22. **CONFIDENTIALITY.**

The parties agree not to discuss or disclose publicly, advertise, or publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that both parties will not discuss or disclose terms and conditions with any parties not directly involved with this Agreement unless required by law or mandated by financing agreements.

23. **MISCELLANEOUS.**

- a. This Agreement is governed by the laws of the State in which the Colo Site is located.
- b. This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Company and Colocator.
- c. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- e. Colocator will have the right, at Colocator's expense, to perform any tests including but not limited to, Environmental Assessments, Structural Analysis, or Geotechnical Studies ("Tests") in order to verify or determine the present condition of the Colo Site. Colocator shall restore the Colo Site to the condition it existed prior to the Tests and shall be liable to Company for any damage to the Colo Site or Premises resulting from such Tests.

- f. Failure or delay on the part of Colocator or Company to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of any breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement.
- g. In no event shall Company or Colocator be liable for special, punitive or consequential damages.
- h. Colocator shall, within twenty (20) days after notice from Company execute and deliver to Company a certificate stating whether or not this Agreement has been modified and is in full force and effect and specifying any modifications or alleged breaches and any other matters that may reasonably be requested by Company. The certificate shall also state the amount of Rent due and the dates to which Rent has been paid in advance. Failure to deliver the certificate within the specified time shall be conclusive upon Colocator that this Agreement is in full force and effect and has not been modified except as may be represented by Company. Such estoppel certificates may be relied upon by Company and its successors and assigns.
- i. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. In place of the transmittal of an original document, such executed counterpart may be transmitted to the other parties by any electronic document or portable document format (PDF) and such electronic or PDF document shall have the full force and effect of an original document. All fully executed counterparts, whether original documents, electronic or PDF documents or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

The following EXHIBITS are attached to and made a part of this Agreement: Exhibit A (Description of Premises and Colo Site), Exhibit B (Site Colocation Application including Antenna, Equipment List, and Frequencies), Exhibit C (Ground Lease), and Exhibit D (Memorandum of Tower Site Colocation Agreement).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

PUBLIC SAFETY TOWERS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Doug Lodder  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**COLOCATOR:**

MEDFORD WATER COMMISSION,  
a chartered municipal water utility of the City of Medford, Oregon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF COLO SITE**

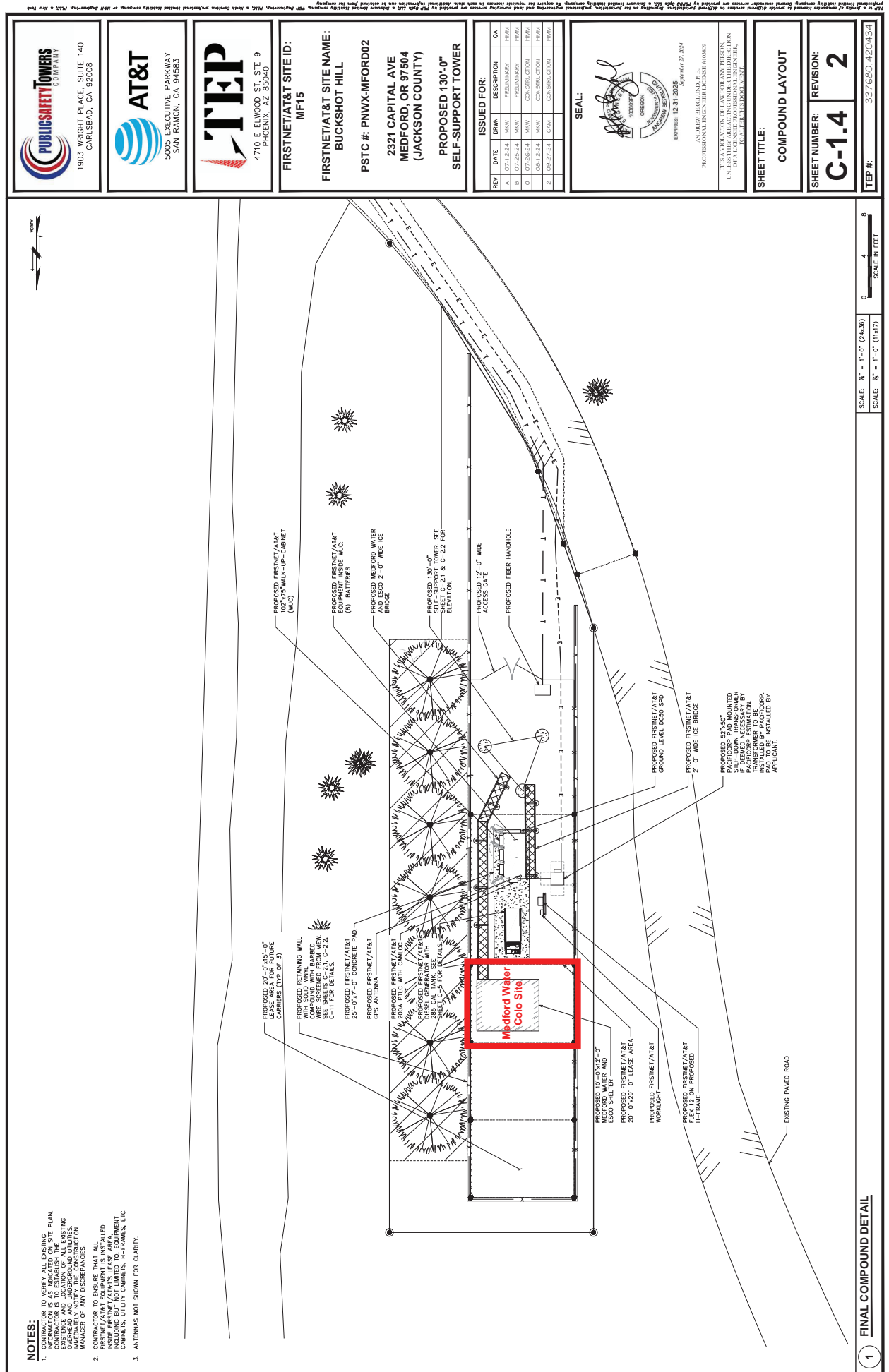
Colo Site Description:

Colo Site located at: 2321 Capital Avenue, situated in the City of Medford, County of Jackson, and State of Oregon.

Latitude: 42° 20' 02" N

Longitude: 122° 50' 27" W

Sketch of Colo Site or Proposed Plans: See attached.



- NOTES:**
- CONTRACTOR TO VERIFY ALL EXISTING AND PROPOSED CONDITIONS AND LOCATIONS OF UTILITIES AND UNDERGROUND UTILITIES. IMMEDIATELY NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES, OMISSIONS, OR UNUSUAL CONDITIONS. VERIFY ALL UTILITIES AND UNDERGROUND UTILITIES BEFORE CONSTRUCTION.
  - CONTRACTOR TO CONSIDER ALL NECESSARY PERMITS AND REGULATIONS. FIRSTNET/AT&T EQUIPMENT IS INSTALLED INSIDE FIRSTNET/AT&T'S LEASE AREA. ALL EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANTENNAS, UTILITY CABINETS, H-FRAMES, ETC. ANTENNAS NOT SHOWN FOR CLARITY.

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

**AT&T**  
 5005 EXECUTIVE PARKWAY  
 SAN RAMON, CA 94583

**TEP**  
 4710 E. ELWOOD ST. STE 9  
 PHOENIX, AZ 85040

**FIRSTNET/AT&T SITE ID:**  
 MF15

**FIRSTNET/AT&T SITE NAME:**  
 BUCKSHOT HILL

**PSTC #:** PNWX-MFORD02

**2321 CAPITAL AVE  
 MEDFORD, OR 97504  
 (JACKSON COUNTY)**

**PROPOSED 130'-0"  
 SELF-SUPPORT TOWER**

REV.	DATE	BY	DESCRIPTION	QA
A	07/18/24	MSW	PRELIMINARY	NMML
B	07/18/24	MSW	PRELIMINARY	NMML
C	07/18/24	MSW	CONSTRUCTION	NMML
D	07/18/24	MSW	CONSTRUCTION	NMML
E	09/27/24	CAW	CONSTRUCTION	NMML
F				

**ISSUED FOR:**

**SEAL:**

ANDREW BRIGLIND, P.E.  
 PROFESSIONAL ENGINEER LICENSE #1018889  
 EXPIRES: 12/31/2025  
 September 27, 2024

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS AUTHORIZED BY THE BOARD OF PROFESSIONAL ENGINEERS, TO SEAL THIS DOCUMENT.

**SHEET TITLE:**  
 COMPOUND LAYOUT

**SHEET NUMBER:** **REVISION:**  
**C-1.4** **2**

**TEP #:** 337680.420434

**1 FINAL COMPOUND DETAIL**

SCALE: H = 1'-0" (24X36)  
 SCALE: V = 1'-0" (14X17)

0 4 8  
 SCALE IN FEET

**EXHIBIT B**

**SITE COLOCATION APPLICATION INCLUDING ANTENNA, EQUIPMENT LIST,  
AND FREQUENCIES**

**[ATTACHED]**



APPLICATION TYPE

NEW COLLOCATION: \_\_\_\_\_ SITE MODIFICATION: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_ Rev. \_\_\_\_\_  
 APPLICANT CARRIER: \_\_\_\_\_

SITE INFORMATION

PSTC SITE ID: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ Tower Type: \_\_\_\_\_ CUSTOMER SITE NUM.: \_\_\_\_\_  
 PSTC SITE NAME: \_\_\_\_\_ CITY: \_\_\_\_\_ Tower Height: \_\_\_\_\_ CUSTOMER SITE NAME: \_\_\_\_\_  
 PSTC ENTITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ LATITUDE: \_\_\_\_\_ TARGET ON-AIR DATE: \_\_\_\_\_  
 COUNTY: \_\_\_\_\_ LONGITUDE: \_\_\_\_\_ LEASING ASSOCIATE: \_\_\_\_\_  
 SITE CONSTRUCTION STATUS: \_\_\_\_\_ STRUCTURAL STANDARD: \_\_\_\_\_  
 LI STRUCTURE (Yes/No): \_\_\_\_\_

CONTACT INFORMATION - SITE ACQUISITION COMPANY

DISCIPLINE	NAME	FIRM	ADDRESS (street, city, state, zip)	EMAIL	TELEPHONE OFFICE	TELEPHONE MOBILE
SITE ACQUISITION						
CONSTRUCTION MGR						
PROJECT MGR						

Send Data Package To: (provide complete address):

CONTACT INFORMATION - CARRIER

DISCIPLINE	NAME	TITLE	ADDRESS (street, city, state, zip)	EMAIL	TELEPHONE OFFICE	TELEPHONE MOBILE
CARRIER DEVELOPMENT MANAGER						
LEASE SIGNATORY						
LEGAL						
REAL ESTATE MGR						
ACCOUNTS PAYABLE						
EMERGENCY 24/7						
CARRIER NAME (PARENT COMPANY):					FORMED IN WHAT STATE?:	
CARRIER NAME (LEASING ENTITY):					FORMED IN WHAT STATE?:	

REVISION LOG COMMENTS:



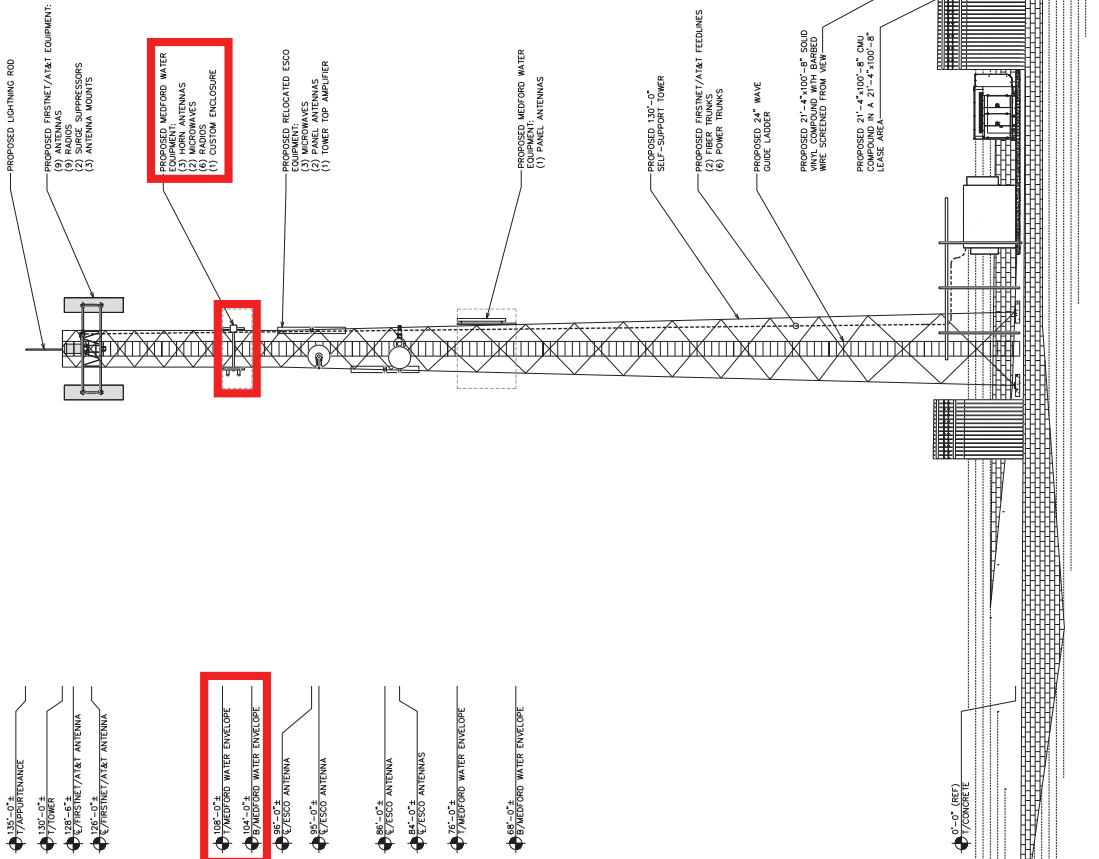
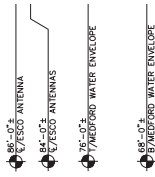
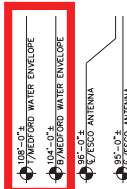
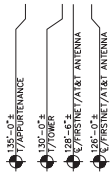


GROUND SPACE REQUIREMENT		GROUND SPACE AND EQUIPMENT	
EXISTING COMPOUND	3rd PARTY GROUND LEASE	TRANSmitters (Ground based only)	GENERATOR
LEASSED AREA TYPE:		NUMBER OF TRANSMITTERS:	Generator? YES NO
LEASSED GROUND SPACE SIZE: LxWxH (ft)		MANUFACTURER:	Add'l Ground Space (sf):
LEASSED GROUND SPACE AREA: (sq. ft)		TYPE AND MODEL:	MANUFACTURER:
		TX POWER OUTPUT:	MAKE AND MODEL NO.:
GROUND SPACE TYPE:	OUTDOOR SHELTER	EFFECTIVE RADIATED POWER, ERP (W):	FUEL TYPE:
NUMBER OF RACKS OR CABINETS:	BTS CABINET(S)	AVG. POWER CONSUMPTION (monthly kw):	TANK SIZE:
SHELTER OR CABINET DIMENSIONS: LxWxH (ft)		ELECTRIC SERVICE REQUIRED (amps/volts):	TANK CAPACITY (KW):
CONCRETE PAD DIMENSIONS: LxW (ft)			
PLATFORM DIMENSIONS:			
TELCO CONNECTION TYPE: T1:		DIRECT FIBER OPTICS:	POTS: N/A:
MICROWAVE:			
TOWER MOUNTED EQUIPMENT			
ALPHA	BETA	GAMMA	DELTA
ORIENTATION OF RADIATION: (deg. grees)			
ANTENNA CENTERLINE MOUNT HEIGHT: (ft)			
ANTENNA QUANTITY:			
INSTALLATION ACTIVITY: (Proposed, Existing, Reserved, Removing, etc.)			
TRANSMIT OR RECEIVE:			
MANUFACTURER:			
ANTENNA TYPE: (omni, panel, dish, etc.)			
MODEL NUMBER:			
ANTENNA WEIGHT: (lbs per antenna)			
ANTENNA DIMENSIONS: HxWxD (inches)			
MOUNT TYPE: (Pole, Platform, T-Arm, Truss, etc.)			
TOWER LEG:			
TX FREQUENCY: (MHz)			
RX FREQUENCY: (MHz)			
ANTENNA GAIN: (dB)			
LINE TYPE:			
LINE DIAMETER: (inches)			
LINE MANUFACTURER:			
LINE INSTALLATION METHOD: (Under, Over, etc.)			
LINE INSTALLATION CONFIGURATION: (Rt, L, etc.)			
NUMBER OF LINES PER ANTENNA:			
RETURNS LIMITED TO FCC LICENSED FREQUENCIES ONLY?	YES	NO	



**NOTES:**

1. PROPOSED CABLES TO BE REVIEWED PER SPECIFICATIONS OF PROPOSED STRUCTURAL ANALYSIS.
2. CONTRACTOR TO VERIFY PROPOSED LOADING WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION. CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS NECESSARY IN THE EVENT OF ANY DISCREPANCIES.



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

**AT&T**  
 5005 EXECUTIVE PARKWAY  
 SAN RAMON, CA 94583

**TEP**  
 4710 E. ELWOOD ST. STE 9  
 PHOENIX, AZ 85040

FIRSTNET/AT&T SITE ID:  
 MF15

FIRSTNET/AT&T SITE NAME:  
 BUCKSHOT HILL

PSTC #: PNWX-MFORD02

2321 CAPITAL AVE  
 MEDFORD, OR 97504  
 (JACKSON COUNTY)

PROPOSED 130'-0"  
 SELF-SUPPORT TOWER

REV	DATE	DRWN	DESCRIPTION	QA
A	07-18-24	MSW	PRELIMINARY	MMAL
B	07-25-24	MSW	PRELIMINARY	MMAL
D	07-26-24	MSW	CONSTRUCTION	MMAL
F	08-13-24	MSW	CONSTRUCTION	MMAL
G	08-27-24	CAU	CONSTRUCTION	MMAL

**SEAL:**

ANDREW BERGLUND, P.E.  
 PROFESSIONAL ENGINEER LICENSE #101889

EXPIRES: 12-31-2025  
 September 22, 2024

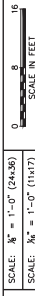
IT IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE PROFESSIONAL ENGINEER, TO REPRODUCE THIS DOCUMENT.

SHEET TITLE:  
**TOWER ELEVATION**

SHEET NUMBER: **C-2.2**

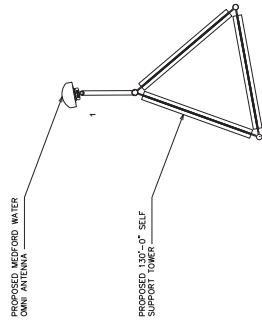
REVISION: **2**

TEP #: 337680.420434



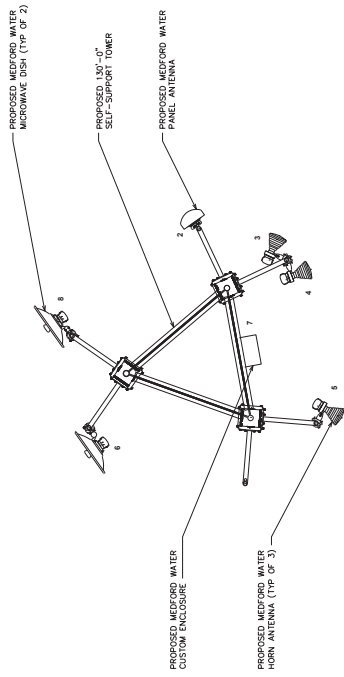
2 PROPOSED EAST ELEVATION

**NOTE:**  
TEP DID NOT ANALYZE THE  
PROPOSED MOUNT SHOWN.



1 FINAL MEDFORD WATER ANTENNA LAYOUT @ 76'

SCALE: 3/8" = 1'-0" (24:36)  
SCALE: 3/8" = 1'-0" (1:147)



2 FINAL ES60 ANTENNA LAYOUT @ 106'-108'

SCALE: 3/8" = 1'-0" (24:36)  
SCALE: 3/8" = 1'-0" (1:147)



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

**AT&T**  
5005 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583

**TEP**  
4710 E ELWOOD ST. STE 9  
PHOENIX, AZ 85040

FIRSTNET/AT&T SITE ID:  
MF15

FIRSTNET/AT&T SITE NAME:  
BUCKSHOT HILL

PSTC #: PNWX-MFORD02

2321 CAPITAL AVE  
MEDFORD, OR 97504  
(JACKSON COUNTY)

PROPOSED 130'-0"  
SELF-SUPPORT TOWER

REV	DATE	DRWN	DESCRIPTION	DA
A	07/18/24	MWV	PRELIMINARY	MMW
B	07/25/24	MWV	PRELIMINARY	MMW
D	07/25/24	MWV	CONSTRUCTION	MMW
E	08/13/24	MWV	CONSTRUCTION	MMW
F	08/27/24	CAU	CONSTRUCTION	MMW

SEAL:

ANDREW R. BUEHLER, P.E.  
PROFESSIONAL ENGINEER LICENSE: 1010869  
STATE OF OREGON  
THIS IS A DECLARATION OF A PROFESSIONAL ENGINEER.  
I HAVE PREPARED THIS DOCUMENT  
IN ACCORDANCE WITH THE REQUIREMENTS  
OF THE OREGON ENGINEERING BOARD.

EXPIRES: 12/31/2025  
Signature: 12/2024

SHEET TITLE:  
ANTENNA LAYOUTS  
& SCHEDULES

SHEET NUMBER: **C-3.3** REVISION: **2**

TEP #: 337680.420434

POS.	MANUFACTURER (MODEL #)	DESCRIPTION	MOUNTING HEIGHT (FT)	AZIMUTH (TN)	TILT	FREQ	DIMENSIONS (HWWD)	WEIGHT	RADIO
1	AMI (BGD-8707)	OMNI ANTENNA	⌀ 76'-0"±	OMNI	0M°	900 MHz	79.2"x4.6"x4.6"	19.9 LB	-
2	CAMBUM (C086940C152A)	PANEL ANTENNA	⌀ 106'-0"±	65°	5°	6GHz	26.3"x11.3"x7.2"	7.7 LB	CAMBUM (C086940C152A)
3	RF-ELEMENTS (S130M8)	HORN ANTENNA	⌀ 107'-0"±	125°	1°	6GHz	9.4"x13.9"x9.7"	6.8 LB	CAMBUM (C086940C152A)
4	RF-ELEMENTS (S130M8)	HORN ANTENNA	⌀ 106'-0"±	170°	-1°	6GHz	9.4"x13.9"x9.7"	6.8 LB	CAMBUM (C086940C152A)
5	CAMBUM (C086900021A-T)	HORN ANTENNA	⌀ 106'-0"±	220°	0°	6GHz	9.4"x13.9"x9.7"	6.8 LB	CAMBUM (C086940C152A)
6	CAMBUM (C086900021A-T)	MICROWAVE DISH	⌀ 106'-0"±	326.8°	-0.2°	6GHz	23.3"x20.7"x11"	12.1 LB	CAMBUM (C086940C122C)
7	CAMBUM (C086900021A-T)	CUSTOM ENCLOSURE	⌀ 106'-0"±	NA	NA	NA	16.7"x16.2"x7.9"	36 LB	-
8	CAMBUM (C086900021A-T)	MICROWAVE DISH	⌀ 106'-0"±	326.8°	-0.2°	6GHz	23.3"x20.7"x11"	12.1 LB	CAMBUM (C086940C122C)

3 FINAL MEDFORD WATER ANTENNA SCHEDULE

SCALE: N.T.S.

**EXHIBIT C**  
**GROUND LEASE**  
**[ATTACHED]**

## PUBLIC SAFETY INFRASTRUCTURE GROUND LEASE AGREEMENT

THIS PUBLIC SAFETY INFRASTRUCTURE GROUND LEASE AGREEMENT (“**Agreement**”), dated as of the later of the signature dates below (the “**Date of Execution**”), is entered into by and between The City of Medford, a municipal corporation of the State of Oregon (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”) (collectively referred to as the “**Parties**”).

### RECITALS

WHEREAS, as of the Date of Execution, the City of Medford is in the process of undertaking a property line adjustment whereby the City of Medford will become the owner in fee simple of the Parcel, located at 2321 Capital Avenue, Medford OR 97504, in the County of Jackson, State of Oregon, APN: 1-0341963, (collectively, the “**Parcel**”), as described in **Exhibit A – Parcel Description (“Property Line Adjustment”)**, which Property Line Adjustment is anticipated to be completed approximately or before August 31, 2024;

WHEREAS, upon completion of the Property Line Adjustment by all necessary government action and approvals, Landlord will be the legal owner of the the Parcel 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;

WHEREAS, Tenant’s mission is to support the deployment of public safety focused infrastructure through the enablement of commercial networks;

WHEREAS, Landlord desires to grant to Tenant the right to use a portion of the Parcel in accordance with this Agreement to among other things, support the deployment of public safety infrastructure and communications;

WHEREAS, public safety communications shall be prioritized among the communications systems provided by the Facility;

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;

WHEREAS, in exchange for the waiver of all Rent to Tenant hereunder, Tenant plans to enter into one or more tower site colocation agreements with various local public safety-related entities, including with Emergency Communications of Southern Oregon (“**ECSO**”), which will govern the placement of certain telecommunications equipment by such entities on the Facility to be constructed by Tenant as described herein to be located on the Premises (“**Colocation Agreement**”), provided however, the Parties agree and acknowledge that Landlord currently is not planning on leveraging the Facility directly for its own use and would need to enter into a Colocation Agreement if, in the future, Landlord wished to leverage the Facility directly for its own use; and

WHEREAS, Tenant will have responsibility for both the construction and maintenance of the Facility at no cost to Landlord;



**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 2,000 square feet with approximate dimensions of 20x100, 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 non-exclusive right and easement to access thereto and utilities, as described in Section 6 (Access) and Section 10 (Utilities) below, which shall be appurtenant to Tenant’s leasehold rights hereunder, together with other appurtenant rights to the Premises. Tenant shall have the right to survey the Premises and supplement **Exhibit B – Site Plan** with the legal description of the Premises, as may be expanded pursuant to this Agreement. Landlord and Tenant agree that any portion of the Facility that may be conceptually described in **Exhibit B – Site Plan** shall not be deemed to limit Tenant’s Permitted Use.
- 1.2. **Additional Premises.** In the event Tenant desires to modify or upgrade the Facility (as defined in Section 2.1) in a manner that requires an additional portion of the Parcel (the “**Additional Premises**”), Tenant shall provide Landlord with a site plan depicting the Additional Premises for Landlord’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Provided the Parties determine a mutually agreeable location for the Additional Premises, Landlord agrees to lease to Tenant the Additional Premises upon mutually agreeable terms and conditions consistent with the terms and intent of this Agreement. Landlord and Tenant shall execute an amendment to this Agreement to memorialize the inclusion of the Additional Premises.

## **2. PERMITTED USE.**

- 2.1. **General.** Tenant may use the Premises for the transmission and reception of communications signals and for utilities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, generators, panels, fencing and any other items necessary or desirable in connection therewith (collectively, the “**Facility**”), as well as the rights detailed in this Agreement and other uses reasonably related thereto or permitted by law (the “**Permitted Use**”).
- 2.2. **Due Diligence.** Tenant and its agents, representatives, employees, permittees, consultants, engineers, contractors, and subcontractors (collectively, “**Tenant’s Agents**”) have the right to inspect, examine, and conduct geological or engineering tests, including but not limited to, soil borings, drainage testing, material sampling, radio frequency testing, and other studies of the Parcel (collectively, the “**Tests**”), to determine the feasibility or suitability of the Parcel for Tenant’s intended use as a Facility, all at Tenant’s cost and expense. Further, Tenant has the right to apply for and obtain licenses, permits, or required approvals, as deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises, throughout the Term of the

PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

Agreement, including, without limitation, applications for zoning approvals, zoning variances, zoning ordinances, special use permits, construction or building permits, and certificates and licenses and approvals necessary to comply with all applicable laws, rules, statutes and regulations, relating to Tenant's use of the Facility (collectively, the "**Government Approvals**"), and initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Parcel that are necessary, at Tenant's sole discretion, to determine the physical condition of the Parcel, the environmental history of the Parcel, Landlord's title to the Parcel, all at Tenant's cost and expense. Tenant further has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Parcel surveyed by a licensed surveyor of Tenant's choice. Landlord hereby agrees to provide any environmental studies, prior-obtained Government Approvals, relevant survey information, and any other information pertinent to Tenant's unencumbered and approved use of the Parcel and the Premises. Tenant shall not be liable to the Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Parcel, whether or not such defect or condition is disclosed by Tenant's inspections. Landlord agrees to help reasonably facilitate Tenant's receipt of all Government Approvals and to reasonably cooperate with Tenant in connection with obtaining, and maintaining in effect all Government Approvals, title insurance, and any other rights Tenant may reasonably require in connection with Tenant's Permitted Use. This paragraph does not obligate Landlord's land use commissions or City Council to vote any particular way on applications. This paragraph does not require staff members reviewing permit applications to grant the permit application if the application does not meet applicable requirements.

- 2.3. **Staging.** For a period of one hundred fifty days (150) days following the start of construction, and thereafter, as needed for maintenance, operation, repair, replacement and upgrade of the Facility, Landlord grants Tenant, Tenant's Agents, its subtenants, sublessees, licensees and sublicensees (collectively, the "**Subtenants**"), the right to use approximately 500 square feet of the Landlord's Parcel, adjoining, or surrounding property (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Facility, as depicted in **Exhibit C – Staging Area**.
- 2.4. **Modifications.** Tenant has the right to modify, supplement, replace, and upgrade the Facility within the Premises at any time during the Term, at Tenant's sole discretion, and Tenant shall also have the right to make such alterations to the Premises in connection therewith.

### 3. **TERM.**

- 3.1. **Initial Term.** The initial term of this Agreement shall be for twenty-five (25) years (the "**Initial Term**") and commence upon the Effective Date. The "Effective Date" shall be on the latter of the following two events: (i) the Date of Execution, and (ii) the date upon the completion of the Property Line Adjustment.
- 3.2. **Extension Terms.** This Agreement shall automatically renew for two (2) additional ten (10) year terms (each additional ten (10) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein, unless the Agreement has been terminated pursuant to Section 7 (Termination), or the Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

- 3.3. **Annual Terms.** At the conclusion of the Initial Term and all Extension Terms, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each additional one (1) year term shall be defined as an “**Annual Term**”) until the Agreement has been terminated pursuant to Section 7 (Termination) or terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of the then-existing Annual Term, whichever occurs first.
- 3.4. **Holdover Terms.** If Tenant remains in possession of the Premises after the termination of this Agreement, other than pursuant to Section 12 (Removal/Restoration), then Tenant shall be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.
- 3.5. Section 3.1 (Initial Term), Section 3.2 (Extension Terms), Section 3.3 (Annual Terms), and 3.4 (Holdover Terms) are collectively referred to as the “**Term**”.
- 3.6. The Term of this Agreement shall in no event terminate prior to the term of the Colocation Agreement or exceed a total of 50 years.

#### 4. **RENT.**

**Rent.** Tenant shall owe no rent or other lease payments hereunder during the Term. In exchange for lease of the Premises under this Agreement, Tenant will enter into the Colocation Agreements on commercially agreeable terms to Tenant and the parties entering into such Colocation Agreements.

5. **GOVERNMENT APPROVALS.** Landlord agrees that Tenant’s obligations under this Agreement are contingent upon Tenant’s ability to obtain, maintain, and comply with all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

#### 6. **ACCESS.**

- 6.1. **24/7 Access.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, and Tenant’s Agents, shall have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (the “**Access**”) to and over the Parcel, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Facility and any utilities serving the Premises. Tenant may use an unmanned aircraft system, such as a drone for imagery at height, solely in connection with its Permitted Use and for the purpose of obtaining imagery of Tenant’s improvements on the Parcel. In the event any public utility is unable to use the Access provided to Tenant, Landlord agrees to grant additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
- 6.2. **Non-Exclusive Access.** Landlord grants to Tenant a non-exclusive right of access from a public right of way to the Premises, over a portion of the Parcel, in a location identified by Tenant in **Exhibit B – Site Plan**. To the extent that the Access passes over property owned by Medford



PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

Water, the Parties acknowledge that they will need to secure an easement from Medford Water. The Parties acknowledge and agree that Landlord reserves and retains the right to utilize the Access area on the Premises for ingress and egress across the Premises and for installation of, and access to, the appropriate source(s) of utility, electric and telephone facilities as provided in the Colocation 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 Premises, all at Tenant's cost and expense, so long as Tenant's locks do not interfere with Landlord's use of the Premises as set forth in the Colocation Agreement and the remainder of the Parcel.
- 6.4. **Access Condition.** Landlord shall be responsible for maintaining and repairing the Access to the Premises on the Parcel, except for damage caused by Tenant's use of such Access.
- 6.5. **Default by Uncured Access.** Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 6 (Access), or reasonable temporary alternate vehicular and pedestrian Access, such failure shall be a default under this Agreement pursuant to Section 18 (Default and Right to Cure).
7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows, which except for a termination under Section 7.3 below shall operate to terminate the Colocation Agreement:
  - 7.1. By Tenant, upon written notice to Landlord at any time prior to the commencement of construction.
  - 7.2. By Tenant, upon written notice to Landlord at any time during the Term, if Tenant is unable to obtain or maintain any Governmental Approvals, including without limitation any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority, necessary for the construction or operation of the Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is burdensome or commercially unreasonable; or that the environmental condition of the Premises is unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party.
  - 7.3. By Tenant, upon sixty (60) days prior written notice to Landlord at any time following commencement of construction, for any reason or no reason, provided, however, that Tenant must in connection with such termination right have assigned its rights and delegated its obligations under the Colocation Agreement such that Landlord's rights thereunder are not materially impacted.
  - 7.4. By Tenant, upon thirty (30) days prior written notice at any time during the Term, if the Landlord remains in material default after all applicable cure periods in Section 17(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 17 (Default and Right to Cure) and in this Agreement.
- 7.6. Or as otherwise expressly provided for in this Agreement.
- 7.7. Upon such final expiration or termination of this Agreement, the parties agree to negotiate in good faith regarding the disposition and/or transfer of any Tenant improvements made on the Premises, as well as to help ensure continuity of emergency services during any such transition period.

## 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. **Mutual Non-Interference with Frequencies on the Parcel.** Landlord has provided Tenant with a list of radio frequency user(s) and frequencies used on the Parcel and adjoining publicly-owned properties as of the Effective Date– **Pre-Existing Frequencies.** Tenant shall keep Landlord reasonably apprised of the radio frequencies used on the Facility. Tenant warrants that its use of the Premises will not interfere with the pre-existing radio frequency uses on the Parcel identified by Landlord, 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 warrants that its use of the Facility as provided under the Colocation Agreement will not interfere with the radio frequency uses on the Facility identified by Tenant, as long as such 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. In addition, and without limitation of the foregoing, the parties agree that any change in frequency usage on either the Facility or the Parcel, respectively, will not in the case of Tenant interfere with Tenant’s Permitted Use or frequencies, and in the case of Landlord, not interfere with the pre-existing frequencies identified by Landlord.
- 8.3. **Landlord’s Non-Interference.** Subject to the terms and conditions of the Colocation Agreement, as may be applicable, regarding the designation of the Premises as a Public Safety Site, 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.** Subject to the terms and conditions of the Colocation Agreement, as may be applicable, regarding the designation of the Premises as a Public Safety Site, Landlord agrees not to sell, lease, or use any areas of the Parcel that the Landlord owns or controls, after the Effective Date, or grant any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Facility, Tenant's Permitted Use, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Parcel. If Tenant observes interference, Tenant may conduct a radio frequency propagation test or other applicable Tests, at Tenant's sole discretion. Landlord shall reimburse Tenant for any costs and expenses of such testing, if the Tests demonstrate interference unacceptable to Tenant, at Tenant's sole determination.

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

## 10. UTILITIES.

10.1. **Right to Order and Install Utilities for Permitted Use.** Tenant shall have the right to install, upgrade and maintain utilities, including but not limited to electric power and fiber, and to improve present utilities on the Parcel and the Premises, all at Tenant's cost and expense. Landlord hereby grants to any utility provider an easement, in, on, under and over the Parcel, from an open and improved public road to the Premises, and upon the Premises, associated with Tenant's Permitted Use. Upon utility provider's request, Landlord shall execute a separate recordable easement evidencing this grant, at no cost to Tenant or to the utility provider, in the utility provider's standard form. Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities and shall prepare utility applications, and Landlord agrees to reasonably cooperate and execute any required applications for obtaining and maintaining utilities. In the event Tenant is unable to secure timely utilities, Landlord agrees to permit Tenant to install a submeter and connect to Landlord's utility service. In such instance, Tenant shall reimburse Landlord for Tenant's consumption of utilities as measured by the submeter.

10.2. **Tenant's Payment for Utilities Consumed.** Tenant shall be responsible for paying all utility charges for electricity, fiber or any other utility used or consumed by Tenant on the Premises.

10.3. **Interruptions.** Landlord acknowledges that Tenant provides a communication service which requires utility service to operate and must operate twenty-four (24) hours per day, seven (7) days per week. In the event of a utility service interruption, Landlord agrees to allow Tenant and Tenant's Subtenants the right to utilize temporary utility sources until stable utilities are restored. In the event the temporary utility sources require use of the Parcel outside the Premises, Tenant may use additional space on the Parcel, at no additional cost to Tenant, subject to Landlord's written approval, approval not to be unreasonably withheld, conditioned, or delayed.

11. **ENVIRONMENTAL.** Landlord and Tenant each agree that they shall not use, generate, store or dispose of any Hazardous Material (as defined in this Section 11) on, under, about or within the Parcel in violation of any law or regulation as may now, or at any time hereafter, be in effect. Should



Landlord become aware of any Hazardous Materials contamination, Landlord shall immediately notify Tenant. Landlord and Tenant agree that each shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Parcel. As used herein, "**Hazardous Materials**" shall mean hazardous substances, including asbestos-containing materials and lead paint, petroleum, and any substance, chemical or waste identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

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

## 15. **INDEMNIFICATION.**

- 15.1. **Tenant Indemnification.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.
- 15.2. **Landlord General Indemnification.** Subject to the maximum tort limits contained in the Oregon Constitution or the Oregon Tort Claims Act, ORS 30.260 to 30.300, as applicable for Tort claims, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising from the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors, or the condition of the Parcel not caused by Tenant, or Landlord's breach of any provision of this

Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

- 15.3. **Landlord Hazardous Material Indemnification.** Landlord shall indemnify, defend, and hold harmless Tenant, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, liabilities, damages, fines, costs, expenses (including reasonable attorneys' fees and costs), claims, actions, and demands of any kind or nature whatsoever, directly or indirectly arising out of, relating to, or resulting from the presence, migration, release, or existence of Hazardous Materials on the Parcel, include the Premises, and Additional Premises regardless of whether such Hazardous Materials were present as a result of actions by the Landlord, its predecessors, or any other party, unless caused by Tenant. This indemnification includes, but is not limited to, any costs associated with the investigation, remediation, removal, or management of such Hazardous Materials and any claims made under Environmental Laws or any other applicable laws. Landlord's obligation to indemnify, defend, and hold harmless Tenant under this provision shall survive the termination or expiration of this Lease.
- 15.4. **Indemnification Protocols.** The indemnified party shall: (i) 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 15 (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) not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) 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.

## 16. WARRANTIES.

- 16.1. **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.
- 16.2. **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) to the extent of Landlord's actual knowledge, after reasonable investigation, the Parcel is free of Hazardous Materials, except as disclosed on **Exhibit D – 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.

- 16.3. **Quiet Enjoyment.** Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises and leasehold estate created by and in accordance with the terms of this Agreement without hindrance or ejection by any persons.
- 16.4. **Landlord's Liens.** In addition to all other remedies available to Tenant, 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 E – Subordination, Non-Disturbance and Attornment Agreement**, or in the mortgagee's standard form.

## 17. DEFAULT AND RIGHT TO CURE.

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



PSTC Site Name: MFORD02  
 Alt Site Name/ID: Buckshot Hill

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

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

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

If to Landlord: City of Medford  
 200 S. Ivy Street #180, Medford, OR 97501  
 Attention: Eric Thompson, Fire Chief  
 Telephone No.: 541-774-2301  
 E-mail Address: [eric.thompson@cityofmedford.org](mailto:eric.thompson@cityofmedford.org)

With a copy to: Medford City Attorney's Office  
 411 West 8<sup>th</sup> Street #260, Medford, OR 97501  
 Attention: Eric Mitton, City Attorney  
 E-mail Address: eric.mitton@cityofmedford.org

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

**19. 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 three business days' of Landlord's receipt of such notification. If a condemning authority takes all of the Parcel, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority, provided, however that Tenant may terminate the Lease earlier upon not less than thirty (30) days' notice to Landlord, after Tenant becomes aware of such threatened or pending proceedings. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include but not be limited to, where applicable, the

value of its Facility and leasehold rights hereunder, moving expenses, and business dislocation expenses. Landlord shall immediately refund to Tenant any prepaid Rent on a *pro rata* basis.

## **20. CASUALTY.**

20.1. **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.

20.2. **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. 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 of a type satisfactory to Landlord at another location satisfactory to Landlord; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

20.3. **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.

21. **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.

22. **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. The provisions of this Section 22 (Other Payable Charges) shall survive the termination or expiration of this Agreement.

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

- i. New deed to Parcel
- ii. Assignment and Assumption 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 that may be required 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.

**24. CHANGES TO ZONING OR ENCUMBRANCE.** Landlord shall not initiate or consent to any change in the zoning of the Premises or the Parcel, or impose or consent to any other use, or encumbrance or restriction that would prevent or limit Tenant from using the Premises or Parcel for the Permitted Use or otherwise impair Tenant's rights hereunder.

**25. ANTI-PIRACY/PARTIAL TRANSFERS.**

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

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

25.3. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises in violation of this Section 25, 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 25.

26. **TAXES.** Tenant shall be responsible to pay any and all taxes assessed against the Facility and Tenant's other personal property, and Landlord agrees to be responsible for and pay all other taxes and assessments relative to the Premises, the Parcel and this Agreement.
27. **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.
28. **MEMORANDUM OF LEASE.** At the request of the Tenant, the Parties will execute a recordable Memorandum of Lease substantially in the form attached hereto as **Exhibit H – Memorandum of Lease**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Tenant may record an amendment thereof to update such Memorandum to incorporate any expansion of the Premises or additional easements granted in connection with the Premises, and Landlord will reasonably cooperate in connection therewith.
29. **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.
30. **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.
31. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto, all being a part hereof, along with the Colocation Agreement, 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.
32. **GOVERNING LAW.** This Agreement will be governed by the laws of the state of Oregon, without regard to conflicts of law. Any legal action involving any question arising under this Agreement must be brought in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon in Medford, Oregon.
33. **INTERPRETATION.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions, headings, and subheadings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term

“including” will be interpreted to mean “including but not limited to”; (iii) the term “day” shall mean calendar day whether or not expressly identified; (iv) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (v) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (vi) use of the terms “termination” or “expiration” are interchangeable; (vii) reference to a default will take into consideration any applicable notice, grace and cure periods; (viii) the singular use of words includes the plural where appropriate; (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (x) rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

34. **AFFILIATES.** Any right of Tenant granted hereunder may be exercised by, at Tenant’s election, any Affiliate of Tenant and any Subtenant 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.
35. **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.
36. **W-9; OWNERSHIP CONFIRMATION.** To the extent applicable, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address. In the event of any transfer of Landlord’s interest in the Parcel or this Agreement and in furtherance of Section 24, 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.
37. **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.
38. **ATTORNEYS’ FEES.** In the event that any dispute between the Parties related to this Agreement should result in litigation, at trial and on any appeal or petition for review, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees, costs and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.

39. **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.
40. **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.
41. **FURTHER ACTS.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as Tenant may request from time to time to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.
42. **CONFIDENTIALITY.** Subject to customary exceptions, including to the extent disclosure is required under law or regulation, the provisions of Oregon Public Records Law, an applicable securities exchange, or a 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.
43. **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.
44. **CERTIFICATE.** Landlord will, within sixty (60) 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, Subtenant, or any successor to Tenant and any of their respective lenders. Failure to deliver the certificate within the specified time shall be conclusive upon Landlord that the Agreement is in full force and effect and has not been modified except as may be represented by Tenant.

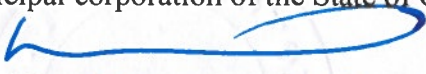
[SIGNATURES APPEAR ON NEXT PAGE]



PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

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

LANDLORD: City of Medford  
A municipal corporation of the State of Oregon

By:   
Print Name: Randy SPITALINO  
Title: Mayor  
Date: 06-06-2024

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

By: \_\_\_\_\_  
Print Name: Doug Lodder  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

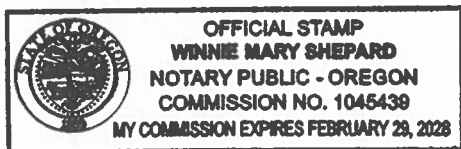
LANDLORD ACKNOWLEDGEMENT

State of Oregon }

County of Jackson }

This record was acknowledged before me on June 6, 2024  
by Randy Sparacino, Mayor [Name(s) of Individual(s)].

(Official Stamp)



Winnie Shepard  
Signature of Notarial Officer

Winnie Shepard  
Printed or typed name of Notarial Officer

Notary Public – State of Oregon

My commission expires: 02-29-2028

TENANT ACKNOWLEDGEMENT

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)

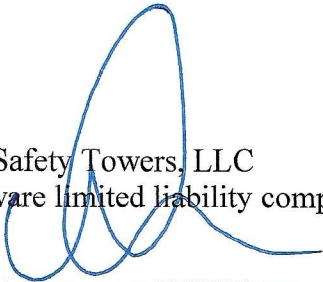
PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

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

LANDLORD: City of Medford  
A municipal corporation of the State of Oregon

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: 6/13/24

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]



PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

**LANDLORD ACKNOWLEDGEMENT**

State of Oregon }

County of \_\_\_\_\_ }

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ [Name(s) of Individual(s)].

(Official Stamp)

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Printed or typed name of Notarial Officer

Notary Public – State of Oregon

My commission expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

**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 San Diego )


On June 13, 2024 before me, Brooke Stewart Notary public  
(insert name and title of the officer)

personally appeared Doug Loder  
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)



**BROOKE STEWART**  
COMM. #2469086  
NOTARY PUBLIC-CALIFORNIA  
SAN DIEGO COUNTY  
My Commission Expires  
NOVEMBER 10, 2027

PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

## EXHIBIT A

### Parcel Description

APN: 1-0341963

Address: 2321 Capital Avenue, Medford, OR 95704

The parcel is legally described as follows:

**Parcel 1 (Warranty Deed No. 11-531)**

Situated and being in the County of Jackson and State of Oregon, to-wit:

Beginning at a point 606.5 feet (9.19) chains north of and 964.4 feet east of the quarter section corner between sections 20 and 29 in Township 37 south Range 1 west, W.M.,

Thence east 435.6 feet;

Thence north 500 feet;

Thence west 435.6 feet;

Thence south 500 feet to place of beginning, containing five (5.0) acres, reserving the right to use a strip forty feet in width along the south side of said tract as a highway or road; and further, granting to the City of Medford, the right to use as a highway or road strip forty feet in width extending 186.3 feet west from the first forty foot strip above mentioned.

**Parcel 2 (Certificate of Title No. 4001)**

Situated in the County of Jackson and State of Oregon, to-wit:

All of the Lots Numbered Twelve (12) and Thirteen (13) in Block Number One (1) of the Capital Hill Addition to the City of Medford, Oregon as the same is shown upon the official Plat thereof, now of record.

**Parcel 3 (Certificate of Title No. 4002)**

Situated in the County of Jackson and State of Oregon, to-wit:

Commencing at the Southeast corner of Lot number thirteen (13) in Block number one (1) of Capital Hill Addition to the City of Medford, according to the recorded plat thereof, and running thence Easterly along the North line of Capital Hill Park 145.2 feet to the Northeast corner of said Capitol Hill Park; thence Northerly 178.2 feet, more or less, to the South Line of Harrison Avenue; thence westerly along the South Line of said Harrison Avenue, 145.2 feet to the Northeast corner of said Lot 13, Block I, Capital Hill Addition; thence Southerly 178.2 feet to the place of commencing.

**Parcel 4 (Certificate of Title No. 5511)**

Situated in the County of Jackson and State of Oregon, to-wit:

Lots numbered 7, 8, 9, 10 and 11 in Block numbered One (1) of Capital Hill Addition to the City of Medford, Oregon.

**Parcel 5 (Certificate of Title No. 5698)**

Situated in the County of Jackson, State of Oregon, to-wit:

Lots Five (5) and Six (6) in Block One (1) in Capital Hill Addition to the City of Medford, County of Jackson, State of Oregon, according to the official plat thereof now of record in said County.

PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

LESS AND EXCEPT THE FOLLOWING PARCELS:

All that parcel of land conveyed by Warranty Deed made by City of Medford, an Oregon Municipal corporation to W. Benton Smith and Frances Ellen Smith, husband and wife, Dated July 18, 1966, Recorded July 20, 1966, in Instrument No: 66-08201.

All that parcel of land conveyed by Warranty Deed made by City of Medford, an Oregon Municipal corporation to W. Benton Smith and Frances Ellen Smith, husband and wife, Dated June 27, 1966, Recorded June 29, 1966, in Instrument No: 66-07455.

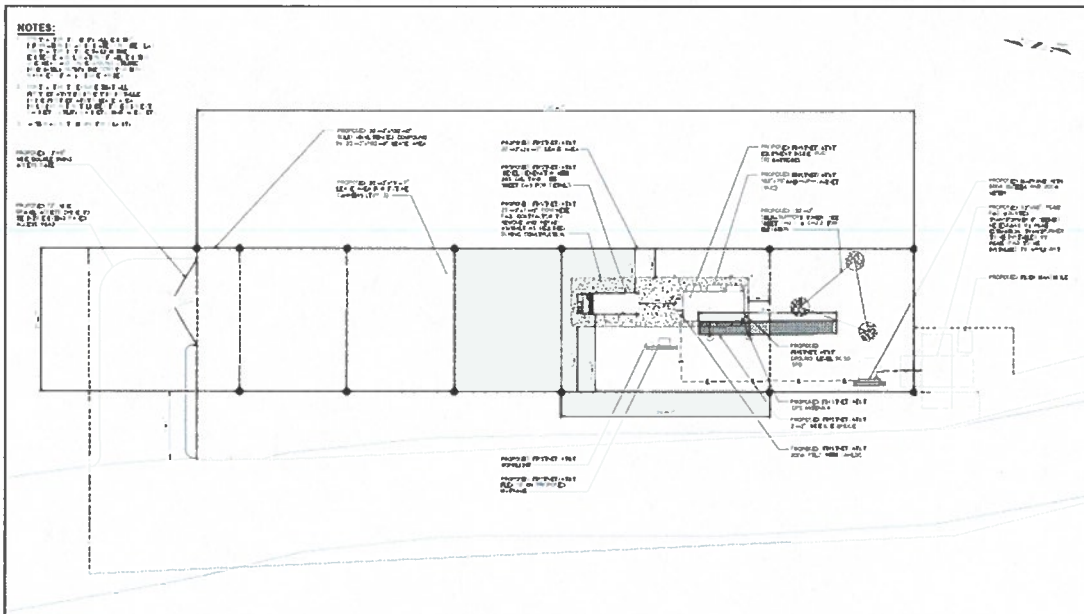
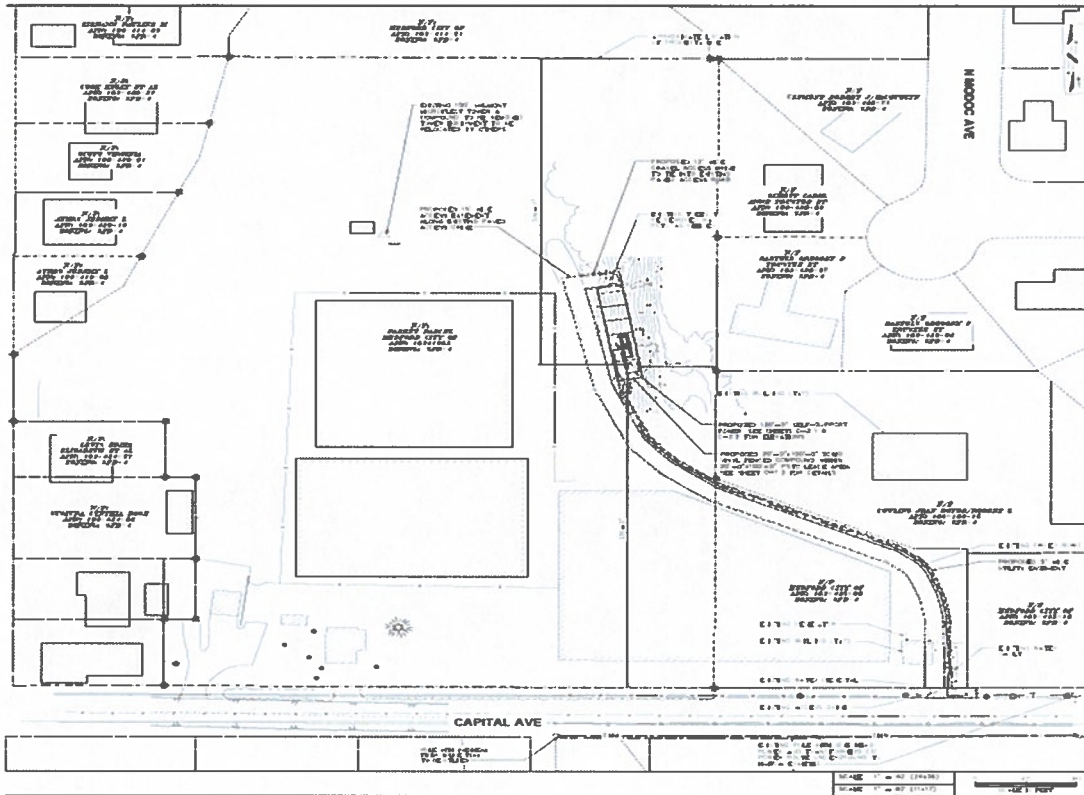
All that parcel of land conveyed by Bargain and Sale Deed made by City of Medford, a municipal corporation to Robert L. Mason and Carol D. Mason, husband and wife, Dated February 11, 1964, Recorded March 31, 1964, in Book 564, Page 188.

All that parcel of land conveyed by Bargain and Sale Deed made by City of Medford, a municipal corporation to Edward F. Pierce and Vivian G. Pierce, husband and wife, Dated February 11, 1964, Recorded February 24, 1964, in Book 562, Page 58.

PSTC Site Name: MFOR02  
Alt Site Name/ID: Buckshot Hill

### EXHIBIT B

### Site Plan



\* Drawings and location maybe updated by the Parties, by providing and updated exhibit to this Agreement





PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

**EXHIBIT D**

**Disclosure of Hazardous Material**

None.



PSTC Site Name: MFORD02  
Alt Site Name/ID: Buckshot Hill

**EXHIBIT E**

**Subordination, Non-Disturbance and Attornment Agreement**

[Follows on Next Page]

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”)**, dated as of the date below, between [Mortgagee’s Name] having its principal office at [Insert Mortgagee’s Address], (hereinafter called **“Mortgagee”**) and The City of Medford, a municipal corporation of the State of Oregon, having its principal office/residing at 200 S. Ivy Street #180, Medford, OR 97501 (**“Landlord”**), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 (**“Tenant”**).

### RECITALS:

- A. Tenant has entered into a certain Ground Lease 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] (\$XXX) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] as Recording No. \_\_\_\_\_ ; 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 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:           City of Medford  
                          A municipal corporation of the State of Oregon

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MORTGAGEE:        [Insert Mortgagee's Name]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]**

**LANDLORD ACKNOWLEDGEMENT**

State of Oregon }

County of \_\_\_\_\_ }

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ [Name(s) of Individual(s)].

(Official Stamp)

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Printed or typed name of Notarial Officer

Notary Public – State of Oregon

My commission expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

**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 ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ (title) of \_\_\_\_\_, a \_\_\_\_\_ [corporation/limited liability company], on behalf of the [corporation/limited liability company].

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT F**

**Memorandum of Lease**

[Follows on Next Page]

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on the later of the signature dates, by and between City of Medford, a municipal corporation of the State of Oregon having its principal office/residing at 200 S. Ivy Street #180, Medford, OR 97501 (hereinafter called “**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Ground Lease Agreement (“**Agreement**”) on \_\_\_\_\_, for the purpose of installing, operating and maintaining a facility and other improvements and other related purposes. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be twenty-five (25) years commencing on the Effective Date, with two (2) successive automatic ten (10) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Among other rights, the Agreement gives Tenant a right of first refusal in the event Landlord receives a written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement, lease, or license with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the last signature date below.

**LANDLORD:**

**TENANT:**

City of Medford  
a municipal corporation of the State of  
Oregon

Public Safety Towers, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Doug Lodder  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**LANDLORD ACKNOWLEDGEMENT**

State of Oregon }

County of \_\_\_\_\_ }

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ [Name(s) of Individual(s)].

(Official Stamp)

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Printed or typed name of Notarial Officer

Notary Public – State of Oregon

My commission expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

**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)

**MEMORANDUM OF LEASE****Exhibit 1**

APN: 1-0341963

Address: 2321 Capital Avenue, Medford, OR 95704

The parcel is legally described as follows:

Parcel 1 (Warranty Deed No. 11-531)

Situated and being in the County of Jackson and State of Oregon, to-wit:

Beginning at a point 606.5 feet (9.19) chains north of and 964.4 feet east of the quarter section corner between sections 20 and 29 in Township 37 south Range 1 west, W.M.,

Thence east 435.6 feet;

Thence north 500 feet;

Thence west 435.6 feet;

Thence south 500 feet to place of beginning, containing five (5.0) acres, reserving the right to use a strip forty feet in width along the south side of said tract as a highway or road; and further, granting to the City of Medford, the right to use as a highway or road strip forty feet in width extending 186.3 feet west from the first forty foot strip above mentioned.

Parcel 2 (Certificate of Title No. 4001)

Situated in the County of Jackson and State of Oregon, to-wit:

All of the Lots Numbered Twelve (12) and Thirteen (13) in Block Number One (1) of the Capital Hill Addition to the City of Medford, Oregon as the same is shown upon the official Plat thereof, now of record.

Parcel 3 (Certificate of Title No. 4002)

Situated in the County of Jackson and State of Oregon, to-wit:

Commencing at the Southeast corner of Lot number thirteen (13) in Block number one (1) of Capital Hill Addition to the City of Medford, according to the recorded plat thereof, and running thence Easterly along the North line of Capital Hill Park 145.2 feet to the Northeast corner of said Capitol Hill Park; thence Northerly 178.2 feet, more or less, to the South Line of Harrison Avenue; thence westerly along the South Line of said Harrison Avenue, 145.2 feet to the Northeast corner of said Lot 13, Block I, Capital Hill Addition; thence Southerly 178.2 feet to the place of commencing.

Parcel 4 (Certificate of Title No. 5511)

Situated in the County of Jackson and State of Oregon, to-wit:

Lots numbered 7, 8, 9, 10 and 11 in Block numbered One (1) of Capital Hill Addition to the City of Medford, Oregon.

Parcel 5 (Certificate of Title No. 5698)

Situated in the County of Jackson, State of Oregon, to-wit:

Lots Five (5) and Six (6) in Block One (1) in Capital Hill Addition to the City of Medford, County of Jackson, State of Oregon, according to the official plat thereof now of record in said County.



LESS AND EXCEPT THE FOLLOWING PARCELS:

All that parcel of land conveyed by Warranty Deed made by City of Medford, an Oregon Municipal corporation to W. Benton Smith and Frances Ellen Smith, husband and wife, Dated July 18, 1966, Recorded July 20, 1966, in Instrument No: 66-08201.

All that parcel of land conveyed by Warranty Deed made by City of Medford, an Oregon Municipal corporation to W. Benton Smith and Frances Ellen Smith, husband and wife, Dated June 27, 1966, Recorded June 29, 1966, in Instrument No: 66-07455.

All that parcel of land conveyed by Bargain and Sale Deed made by City of Medford, a municipal corporation to Robert L. Mason and Carol D. Mason, husband and wife, Dated February 11, 1964, Recorded March 31, 1964, in Book 564, Page 188.

All that parcel of land conveyed by Bargain and Sale Deed made by City of Medford, a municipal corporation to Edward F. Pierce and Vivian G. Pierce, husband and wife, Dated February 11, 1964, Recorded February 24, 1964, in Book 562, Page 58.

**EXHIBIT D**

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

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

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

**MEMORANDUM OF TOWER SITE COLOCATION AGREEMENT**

THIS MEMORANDUM OF TOWER SITE COLOCATION AGREEMENT (“MEMORANDUM”) dated as of the later of the signatures below, is between Public Safety Towers, LLC, a Delaware limited liability company (“Company”) and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon (“Colocator”).

RECITALS

WHEREAS, Company and Colocator have executed that certain Tower Site Colocation Agreement (“Agreement”) dated as of \_\_\_\_\_, 202\_\_, covering certain premises, more specifically ground space area consisting of approximately \_\_\_ ( ‘ x ’) square feet together with space on Company’s communications tower or structure described in Exhibit “A” attached hereto (the “Colo Site”), and situated at that certain portion of real property located in the County of \_\_\_\_\_, State of \_\_\_\_\_ (“Premises”) and also described on Exhibit “A”; and

WHEREAS, Company and Colocator desire to record notice of the Agreement in the Official Records of \_\_\_\_\_ County, \_\_\_\_\_.

NOW THEREFORE, in consideration of the foregoing, Company and Colocator hereby declare as follows:

1. Colo Site. Company has leased the Colo Site to Colocator (together with certain access rights), and Colocator has leased the Colo Site from Company, subject to the terms, covenants and conditions contained in the Agreement.

2. Term. The term of the Agreement (“Term”) is scheduled to commence on or before \_\_\_\_\_, 202\_\_\_\_, and shall expire five (25) years thereafter, subject to Colocator’s option to extend the Term pursuant to the Agreement for two (2) additional terms of ten (10) years each.

3. Agreement Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

**COMPANY:**  
**PUBLIC SAFETY TOWERS, LLC**

**COLOCATOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANY'S NOTARY BLOCK

**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)**



COLOCATOR'S NOTARY BLOCK

**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 A TO THE MEMORANDUM OF TOWER SITE COLOCATION  
AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY AND PREMISES**

The Premises of which the Colo Site are a part is described as follows:

All that real property located in the State of \_\_\_\_\_, County of \_\_\_\_\_, described as follows: [legal description of the Premises]

The Colo Site are described as follows:

[attach plans showing Colocator's installation]