



MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

"Providing Quality Emergency Response And Fire Protection For The Public"

Minutes

Mi-Wuk Sugar Pine Fire Protection District

Board of Directors

Regular Meeting, 6:00 PM, Tuesday, March 14, 2023

Mi-Wuk Sugar Pine Fire Protection District

24247 Highway 108, Mi Wuk Village, California

1. Call to Order – 6:02 PM
2. Pledge of Allegiance
3. Roll Call
 - a. President McDonald - Present
 - b. Vice President Afshar - Present
 - c. Treasurer Costa - Present
 - d. Director Doss - Present
 - e. Director Schwarz - Present
 - f. Also Present:
 - i. Chief Klyn - Present
 - ii. Office Manager/Board Clerk Dahlin - Present
 - iii. Guests: There were none.
4. Swearing in and badge pinning of Firefighters; Chief Klyn swore in Intern Firefighter Marques and pinned his badge on him.
5. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors. There were none.
6. Approval of the Minutes of the February 16, 2023, Special Meeting.
Moved to Approve: Vice President Afshar Seconded: Director Schwarz
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
7. Written Communications: There were none.
8. Reports:
 - a. Auxiliary Report: Ann Coleman, MWSPFPD Auxiliary President: No report.
 - b. CAL FIRE Report: No report.
 - c. Chief's Reports: James Klyn, Fire Chief, reported that the District has had a crew on an ABH strike team for the past week, in response to the extreme weather, and a utility has been on assignment as well. They will be released on 3/15/23.

9. Standing Committee Reports for Discussion and Action:

- a. District Policies & Procedures Committee: Director Doss reported that it was discussed that if the District moves forward with the cell tower the District will need written policies to address it.
- b. Treasurers Report on Budget Committee and January Financial Summary; Treasurer Costa noted that some items show that they are over budget but that the adjustments made at the February meeting are not yet reflected in the reports. President McDonald noted that the cash balance is very healthy because the District has received almost all of the strike team revenue earned to date.

i. Receive Tuolumne County Financial Reports

1. Tuolumne County Trial Balance for Month Ending January 31, 2023
2. Tuolumne County Budget vs Actual for Month Ending January 31, 2023

Moved to Receive: Vice President Afshar Seconded: Treasurer Costa

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

10. Discussion and Action Items:

- a. Local Ordinance for Cost Recovery Committee Report and possible draft resolution; Director Doss reported that he has received a copy of the proposed contract which he will provide to Chief Klyn and Gregory Oliver to review. The District needs to determine the cost of each service, which could be based on OES rates, and decide whether or not to work with a collection agency for those who do not pay. - Tabled
- b. Proposal from Assurance Development, authorized representative for Vertical Bridge, to lease District property for a cell phone tower; Chief Klyn informed the board that the company representative will not be present to answer questions. – Tabled
- c. Receive Mi-Wuk Sugar Pine Fire Protection District Financial Statements and Independent Auditor's Report for the fiscal year ended June 30, 2022, prepared by Blomberg & Griffin Accountancy Corporation; Office Manager Dahlin noted that she brought it to the attention of John Blomberg that recorded value of the water tender, included in the additions to Equipment /Vehicles, needs to be adjusted by \$5655 which he determined could be addressed in the next audit.
Moved to Receive: Director Doss Seconded: Vice President Afshar
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
- d. Levy Administration Services Agreement between Mi-Wuk Sugar Pine Fire Protection District and SCI Consulting Group for FY 2023/24 through FY 2025/26 with an annual cost the 1st year of \$7,380, 2nd year - \$7,600, 3rd and final year - \$7,830; Office Manager Dahlin informed the new Directors that SCI is the company that administers the Benefit Assessment which is up for renewal annually following a Public Hearing each June.
Moved to Approve: Director Schwarz Seconded: Treasurer Costa
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
- e. Appointment of Treasurer Costa to be a "Level Manager Approver" on the PNC credit card website for County issued District credit cards who will be authorized to electronically review and approve credit card transactions as required by Tuolumne County Auditor's Office. She will replace Vice President Afshar, who filled that role while the board did not have a Treasurer; President McDonald explained the credit card transaction approval process.
Moved to Approve: Director Doss Seconded: Director Schwarz
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

f. Replace tractor with one that will better suit our needs; Chief Klyn explained the difficulties with relying on the current tractor for snow removal. He reported that he would like to replace it with a used, enclosed cab, wheeled skid steer tractor. Two examples cited that are currently for sale were a 2022 for \$62,000 and a 2016 for \$45,000. Other options, such as short-term leasing, were discussed. The consensus was that there is a need for better snow removal equipment and that more information will be obtained regarding the various options.

g. Authorize the Auxiliary to charge their annual fee for QuickBooks on a District credit and reimburse the District;

Moved to Approve: Vice President Afshar Seconded: Director Doss

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

h. CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Title: Fire Chief – President McDonald adjourned the board to closed session at 6:48 PM.

i. Return to Open Session 7:50 PM

j. Report on Closed Session; President McDonald reported that the evaluation was completed and that Chief Klyn will remain in his position and they are looking forward to another year.

k. Revised Fire Chief Employment Contract between the Mi-Wuk Sugar Pine Fire Protection District and James Klyn; President McDonald explained that the new agreement provides a stipend for Chief Klyn in the case that he covers an officers shift due to OES deployments and what he is paid if he is deployed.

Vice President Afshar moved to approve the revised Fire Chief Employment Contract with a change in the stipend from \$200.00 to \$400.00.

Seconded: Director Schwarz

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

11. Continuing Business – Discussion Only. No Action Items:

a. Staffing Levels and Recruitment – Chief Klyn reported that Engineer Scheller and Intern Firefighter Marquez are both leaving. He hopes to fill the engineer position in about one month.

b. Fleet – Chief Klyn reported on the following: the Kubota had fuel in its injectors but has been fixed, he plans to look into a plow blade for his truck, he has been having issues with County plows blocking in C770 with plowed snow at his residence.

12. Director’s Comments and Requests:

- Directors may report about various matters involving the District.
- Directors may request matters to be included on subsequent meeting agenda(s) for discussion and/or action. The Director may be asked to make a brief clarification.
- No discussion will be allowed.
- No action will be taken.

It was noted that the Directors would like to make changes to the evaluation form prior to next years’ evaluation and possible changes to the agreement so that the language for both coincide.

Director Doss reported that he has talked to IEC about hosting a class at the station. He requested that the board discuss developing the community room as a training classroom at the next meeting.

13. Final audience comments:

14. Adjournment: 8:07 PM

Approved by the District Board of Directors in the meeting assembled April 11, 2023.

Jim McDonald, Board President



PROUDLY SERVING THE ENTIRE CALIFORNIA FIRE SERVICE SINCE 1922

CSFA thanks you for your generous support towards the California Fire Service. Here is a certificate of appreciation and some CSFA decals to show our appreciation. With your help, CSFA is able to host trainings and workshops for volunteer firefighters across the state. Ordering of CSFA helmet decals can be done through our new online store managed by Ace Uniforms at <https://www.aceuniforms.com/csfa> or you can give them a call at 619-233-0227.

If you have any questions, please contact us using the information below.



*The California State Firefighters' Association
Gives special thanks to*

Mi-Wuk Sugar Pine FPD

*For their continuous support to the California
Fire Service and proud CSFA membership*

Membership Through

12/1/2023



Executive Director





1112 I Street, Suite 300
 Sacramento, California 95814-2865
 T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

March 27, 2023

Ms. Bonnie Dahlin
 Office Manager
 Mi-Wuk/Sugar Pine Fire Protection District
 Post Office Box 530
 Mi- Wuk Village, California 95346

Re: 2023-24 Workers' Compensation Renewal Estimate

Dear Ms. Dahlin,

We sincerely appreciate your continued support of SDRMA and patience in waiting for the 2023-24 rates while we are working on obtaining renewal costs from the program excess/reinsurer carriers. In an effort to help your agency with budget planning for the 2023-24 fiscal year, we are providing you with a 2023-24 Workers' Compensation renewal estimate. **Final contribution amounts will not be confirmed until we issue the 2023-24 renewal invoices in May.**

The Workers' Compensation 2023-24 estimated renewal contribution is **\$16,804**, based on the following assumptions:

- Estimated payroll submitted on the 2023-24 Renewal Questionnaire
- Your agency's 2023-24 Experience Modification Factor (EMOD) of 104%
- Estimated **3** Credit Incentive Program (CIP) points for 2022-23. CIP credits will not be verified until after the 4/1/2023 deadline.
- Longevity Distribution of **\$1,787.00**

The SDRMA Board approved a FY 2022-23 longevity distribution of **\$2,051,690**. This action marks the fourteenth consecutive year of longevity distributions. Members eligible to receive a longevity distribution at renewal must have been members of the Workers' Compensation Program for not less than three full program years as of June 30, 2022 and have a calculated EMOD of 150% or lower or a 10-year loss ratio of 1.00 or less. The longevity distribution may be declared by the SDRMA Board each year only after all Board policy reserve requirements have been met. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.



Other Important Items to Note:

- Members receive an automatic Multi-Program Discount of 5% for each program (Property/Liability and Workers' Compensation) while they belong to both programs.
- Your annual contribution provides your agency with access to risk control resources, and trainings that are provided at no additional cost, including Vector Solutions, ergonomic assessments, discounted CSDA Conferences and trainings, and free CSDA webinars.
- Members considering withdrawal from coverage with SDRMA for the 2023-24 program year are required to submit a "Notice of Intent to Withdraw" by April 1 in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. Members not renewing coverage for 2023-24 will be ineligible to receive the longevity distribution credit recently approved by the Board. If you have any questions about withdrawing from our program, please contact Ellen Doughty at edoughty@sdrma.org or 800-537-7790. **Withdrawal notices received after April 1, 2023, cannot be accepted based on the SDRMA Bylaws and Joint Powers Agreement.**

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our program! If you have any questions, please contact our Finance Department at accounting@sdrma.org or 800-537-7790.

Sincerely,
Special District Risk Management Authority

A handwritten signature in black ink that reads "Brian Kelley". The signature is written in a cursive, flowing style.

Brian Kelley
Chief Executive Officer

MIWUK SUGARPINE FIRE AUXILIARY

REPORT TO BOARD APRIL 2023

We are still struggling to get going this year. The potluck was cancelled for April but we will be having our regular meeting on April 12. Members have been advised to carpool or shuttle from Diamond Jim's.

The luncheon that day will be provided by Cathy Richardson and Val Ogletree. You are, of course, invited. Nickie Doss has prepared your dessert for tonight.

Eileen Hill and Donna Thiercoff are the chairpersons for this year's Rummage Sale that will be held the last weekend of May. We always appreciate the help from the Fire Board and the firefighters. We can't do it by ourselves. More information next month.

Ann Coleman

President

February 2023 Financial Summary

Significant February Financial Activity and Budget Status

Target of 33.33% Remaining Budget for FY23

Many accounts show balances that are over budget - The adjustments approved in February are not reflected in the February reports.

- As of February 28 reports, have received \$512,757.91 in OES reimbursements
Have yet to receive another \$2,678.52
- Paid Anthem Blue Cross Premium of \$4,392
- Paid \$4,215 Expendable Equipment in Dept 230 mostly for a K-12 rescue saw
- Paid \$2,377 Expendable Equipment in Dept 235 for an ID Card Printer which the Auxiliary reimbursed
- Paid \$1,253 Maint-Equip Vehicles - multiple vehicle repairs
- Paid \$1,360 Dues & Memberships for 2023 CSFA membership
- Paid \$3,100 PS&S-Professional Services for the final payment to SCI for FY23 services
- Paid \$1,445 PS&S-Legal to Liebert Cassidy Whitmore
- Paid \$2,563 Travel & Trans-Fuel - 1,073 was for December fuel not invoiced until February
- Overall Salaries and Benefits (Dept 230) has 45% remaining
- Overall Services and Supplies (Dept 230) has 41% remaining

(Line items over budget due to annual payments are not included)

Cash Balance History

	FY 22/23	FY 21/22	FY 20/21	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15
Jul 31	\$167,585.32	\$253,303.84	\$ 139,966.78	\$ 202,670.42	\$ 160,788.10	\$ 125,178.72	\$ 102,836.45	\$ 91,027.21	\$ 98,475.15
Aug 31	\$38,504.33	\$ 186,690.69	\$ 109,571.47	\$ 158,568.34	\$ 77,662.37	\$ 90,372.49	\$ 65,207.79	\$ 56,481.78	\$ 55,133.05
Sep 30	\$55.08	\$ 93,563.21	\$ 94.93	\$ 97,354.43	\$ 30,713.08	\$ 64,183.33	\$ 46,469.69	\$ 26,082.37	\$ 15,583.75
Oct 31	\$77.12	\$ 22,257.21	\$ 73.81	\$ 43,783.05	\$ 51.87	\$ 35,625.92	\$ 20,695.14	\$ 54.93	\$ 91.48
Nov 30	\$53.41	\$ 1,691.61	\$ 72.42	\$ 59.18	\$ 72.52	\$ 25,495.92	\$ 28,413.14	\$ 117.19	\$ 33.08
Dec 31	\$18,798.99	\$ 215,046.09	\$ 89.36	\$ 140,891.71	\$ 185,032.02	\$ 197,024.76	\$ 174,746.43	\$ 150,895.35	\$ 143,297.01
Jan 31	\$397,360.54	\$ 364,986.75	\$ 41.62	\$ 87,320.27	\$ 172,709.26	\$ 198,245.16	\$ 148,725.48	\$ 123,196.88	\$ 107,361.47
Feb 28	\$336,726.55	\$ 270,328.59	\$ 47.06	\$ 101,410.30	\$ 129,344.83	\$ 161,654.76	\$ 113,087.15	\$ 93,346.87	\$ 80,807.04
Mar 31		\$ 270,259.11	\$ 66,178.68	\$ 120,130.72	\$ 137,982.68	\$ 135,241.04	\$ 66,058.64	\$ 27,117.75	\$ 51,204.32
Apr 30		\$ 393,006.91	\$ 406,275.87	\$ 264,014.83	\$ 275,251.54	\$ 272,357.19	\$ 214,194.29	\$ 98,760.14	\$ 165,464.83
May 31		\$ 308,662.07	\$ 285,520.93	\$ 224,705.05	\$ 271,468.33	\$ 245,512.31	\$ 193,849.35	\$ 69,401.49	\$ 150,907.81
Jun 30		\$ 259,482.59	\$ 326,741.77	\$ 209,376.59	\$ 256,825.82	\$ 225,419.40	\$ 180,850.91	\$ 166,612.59	\$ 147,732.11

February 28, 2023
FEFS017TC Trial Balance
 Ledger: GL - General Ledger
 All Account Types
 Fiscal Period 08/2023

Report Generated on Mar 22, 2023 4:18:15 PM

Page 1

Fund: 9030 - Mi-Wuk Fire District

	Balance Forward	Debit	Credit	Net Amount	Ending Balance
Type - 10 - Assets					
100100 - Claim on Pooled Cash	397,360.54	879.24	61,513.23	(60,633.99)	336,726.55
100150 - Petty Cash	500.00	0.00	0.00	0.00	500.00
102000 - Accounts Receivable	0.00	0.00	0.00	0.00	0.00
102900 - Property Tax Receivable	0.00	0.00	0.00	0.00	0.00
102905 - Allowance for Uncollect Taxes	0.00	0.00	0.00	0.00	0.00
106980 - Due From Other Governments	0.00	0.00	0.00	0.00	0.00
110000 - Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
120000 - Land	73,132.00	0.00	0.00	0.00	73,132.00
122000 - Structures & Improvements	753,846.64	0.00	0.00	0.00	753,846.64
124000 - Equipment	370,583.88	0.00	0.00	0.00	370,583.88
129100 - Accum Depreciation- Structures	(359,388.00)	0.00	0.00	0.00	(359,388.00)
129200 - Accum Depreciation- Equipment	(145,528.92)	0.00	0.00	0.00	(145,528.92)
10 Type Total	1,090,506.14	879.24	61,513.23	(60,633.99)	1,029,872.15
Type - 20 - Liabilities					
202100 - Accounts Payable	0.00	16,740.50	16,740.50	0.00	0.00
202200 - Sales Tax Payable	(1.92)	0.00	281.99	(281.99)	(283.91)
203100 - Salaries Payable	0.00	0.00	0.00	0.00	0.00
203200 - Federal Withholding Payable	0.00	0.00	0.00	0.00	0.00
203210 - FICA Payable	0.00	0.00	0.00	0.00	0.00
203220 - State Withholding Payable	0.00	0.00	0.00	0.00	0.00
203230 - State Disability Payable	0.00	0.00	0.00	0.00	0.00
203310 - Deferred Compensation Payable	0.00	0.00	0.00	0.00	0.00
203400 - Health Insurance Payable	0.00	0.00	0.00	0.00	0.00
203420 - Workers Compensation Payable	0.00	0.00	0.00	0.00	0.00
203910 - Accrued Vacation	(9,424.00)	0.00	0.00	0.00	(9,424.00)
203920 - Accrued Sick	(8,745.00)	0.00	0.00	0.00	(8,745.00)
205310 - Advances From Other Funds	0.00	0.00	0.00	0.00	0.00
20 Type Total	(18,170.92)	16,740.50	17,022.49	(281.99)	(18,452.91)
Type - 30 - Fund Balance					

FEFS017TC Trial Balance

Ledger: GL - General Ledger
All Account Types
Fiscal Period 08/2023

Report Generated on Mar 22, 2023 4:18:15 PM

Page 2

	Balance Forward	Debit	Credit	Net Amount	Ending Balance
331200 - Agency Obligation	(216,952.16)	0.00	0.00	0.00	(216,952.16)
380600 - Capital Assets, Net	(692,645.60)	0.00	0.00	0.00	(692,645.60)
30 Type Total	(909,597.76)	0.00	0.00	0.00	(909,597.76)
Type - 40 - Revenues					
411110 - Pty Taxes-Current Secured	(116,409.39)	0.00	0.00	0.00	(116,409.39)
412110 - Pty Taxes-Current Unsecured	(4,347.65)	0.00	0.00	0.00	(4,347.65)
416110 - Pty Taxes-Supplemental	(1,910.38)	0.00	0.00	0.00	(1,910.38)
441110 - Interest Income	413.36	0.00	0.00	0.00	413.36
458110 - State-Homeowners Property Tax	(901.76)	0.00	0.00	0.00	(901.76)
459119 - State-Emergency Fire Fighting	(512,757.91)	0.00	0.00	0.00	(512,757.91)
471211 - Benefit Assessments-Fire Assmt	(164,714.93)	0.00	0.00	0.00	(164,714.93)
483111 - Misc Income-Reimbursements	0.00	0.00	0.00	0.00	0.00
483450 - Refunds-Insurance Premiums	(658.13)	0.00	0.00	0.00	(658.13)
496060 - Donations-Auxiliary Utilities	(2,428.83)	0.00	0.00	0.00	(2,428.83)
496065 - Donations-Auxiliary Misc	(1,738.53)	0.00	0.00	0.00	(1,738.53)
40 Type Total	(805,454.15)	0.00	0.00	0.00	(805,454.15)
Type - 50 - Expenditures					
511110 - Salaries-Reg	411,017.69	22,754.22	0.00	22,754.22	433,771.91
511115 - Salaries-Part Time	48.00	0.00	0.00	0.00	48.00
511120 - Salaries-Reserve	18,268.66	3,574.99	0.00	3,574.99	21,843.65
511125 - Salaries-Overtime	32,976.90	4,002.00	0.00	4,002.00	36,978.90
511140 - Salaries-Termination	2,166.72	0.00	0.00	0.00	2,166.72
512115 - FICA	34,834.20	2,320.35	0.00	2,320.35	37,154.55
512120 - Unemployment Insurance	875.00	125.00	0.00	125.00	1,000.00
512305 - Employees Group Insurance	31,765.02	5,810.81	879.24	4,931.57	36,696.59
512325 - Life Insurance	2,465.75	33.75	0.00	33.75	2,499.50
512330 - Workers Comp Insurance	15,070.48	0.00	0.00	0.00	15,070.48
512510 - Recruitment Expense	1,371.60	47.00	0.00	47.00	1,418.60
521145 - Small Tools	123.36	0.00	0.00	0.00	123.36
521150 - Expendable Equipment	169.98	6,591.47	0.00	6,591.47	6,761.45
521180 - Clothing & Personal Supplies	3,340.52	1,707.78	0.00	1,707.78	5,048.30
521190 - Household Expense	1,585.28	331.12	0.00	331.12	1,916.40

FEFS017TC Trial Balance
Ledger: GL - General Ledger
All Account Types
Fiscal Period 08/2023

Report Generated on Mar 22, 2023 4:18:15 PM

Page 3

	Balance Forward	Debit	Credit	Net Amount	Ending Balance
521310 - Communications	2,454.10	619.53	0.00	619.53	3,073.63
521610 - Insurance	17,674.00	0.00	0.00	0.00	17,674.00
522125 - Maint-Equipment	3,391.77	47.50	0.00	47.50	3,439.27
522130 - Maint-Equip Vehicles	25,751.92	1,253.13	0.00	1,253.13	27,005.05
522205 - Maint-Buildings & Improvements	1,338.95	575.46	0.00	575.46	1,914.41
522225 - Maint-Grounds	133.72	0.00	0.00	0.00	133.72
522600 - Fire Extinguisher Testing	0.00	310.00	0.00	310.00	310.00
523210 - Dues & Memberships	2,228.43	1,360.00	0.00	1,360.00	3,588.43
525110 - Office Expense	483.53	195.29	0.00	195.29	678.82
525140 - Office-Photocopy	273.57	36.35	0.00	36.35	309.92
525150 - Office-Postage	149.36	36.09	0.00	36.09	185.45
526110 - PS&S-Professional Services	9,343.68	3,100.69	0.00	3,100.69	12,444.37
526116 - PS&S-Legal	2,507.50	1,445.00	0.00	1,445.00	3,952.50
526124 - PS&S-Auditor-Controller	1,200.50	178.50	0.00	178.50	1,379.00
527210 - Rents-Equipment	817.50	79.25	0.00	79.25	896.75
528000 - SDE Special Department Expense	91.35	102.44	0.00	102.44	193.79
528205 - SDE-Refunds	658.13	0.00	0.00	0.00	658.13
529105 - Travel	663.95	937.15	300.00	637.15	1,301.10
529110 - Travel & Trans-Fuel	9,227.72	2,562.53	0.00	2,562.53	11,790.25
529112 - Travel & Trans-Priv Auto	288.44	85.48	0.00	85.48	373.92
529116 - Training-Travel	500.00	281.21	0.00	281.21	781.21
529210 - Utilities	7,459.41	1,591.13	0.00	1,591.13	9,050.54
50 Type Total	642,716.69	62,095.22	1,179.24	60,915.98	703,632.67
9030 - Mi-Wuk Fire District Total	0.00	79,714.96	79,714.96	0.00	0.00

Dept. 230
Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire District

For 2023 Period Feb

Run Date: Mar 22, 2023 2:52:12 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining	Target
9030204230 - Mi-Wuk Fire District									33.33%
9030204230	411110	Ppty Taxes-Current Secured	205,453.00	0.00	0.00	116,409.39	89,043.61	43%	
9030204230	412110	Ppty Taxes-Current Unsecured	4,538.00	0.00	0.00	4,347.65	190.35	4%	
9030204230	414110	Ppty Taxes-Prior Unsecured	80.00	0.00	0.00	0.00	80.00	100%	
9030204230	416110	Ppty Taxes-Supplemental	5,158.00	0.00	0.00	1,910.38	3,247.62	63%	
Total Taxes			215,229.00	0.00	0.00	122,667.42	92,561.58	43%	
9030204230	441110	Interest Income	1,500.00	0.00	0.00	-413.36	1,913.36	128%	
Total Use of Money & Property			1,500.00	0.00	0.00	-413.36	1,913.36	128%	
9030204230	458110	State-Homeowners Property Tax	2,030.00	0.00	0.00	901.76	1,128.24	56%	
Total State Revenue			2,030.00	0.00	0.00	901.76	1,128.24	56%	
9030204230	469840	Other Govts-San Francisco	613.00	0.00	0.00	0.00	613.00	100%	
Total Other Governments			613.00	0.00	0.00	0.00	613.00	100%	
9030204230	471211	Benefit Assessments-Fire Assmt	302,526.00	0.00	0.00	164,714.93	137,811.07	46%	
Total Charges for Services			302,526.00	0.00	0.00	164,714.93	137,811.07	46%	
9030204230	483450	Refunds-Insurance Premiums	659.00	0.00	0.00	658.13	0.87	0%	
Total Miscellaneous Revenue			659.00	0.00	0.00	658.13	0.87	0%	
Total Revenue			522,557.00	0.00	0.00	288,528.88	234,028.12	45%	
9030204230	511110	Salaries-Reg	282,180.00	22,754.22	0.00	158,504.61	123,675.39	44%	
9030204230	511115	Salaries-Part Time	0.00	0.00	0.00	48.00	-48.00		
9030204230	511120	Salaries-Reserve	75,600.00	3,574.99	0.00	21,843.65	53,756.35	71%	
9030204230	511125	Salaries-Overtime	61,000.00	4,002.00	0.00	36,978.90	24,021.10	39%	
9030204230	511140	Salaries-Termination	2,167.00	0.00	0.00	2,166.72	0.28	0%	
9030204230	512115	FICA	29,352.00	2,320.35	0.00	16,365.51	12,986.49	44%	
9030204230	512120	Unemployment Insurance	1,500.00	125.00	0.00	1,000.00	500.00	33%	
9030204230	512305	Employees Group Insurance	63,600.00	4,931.57	0.00	36,696.59	26,903.41	42%	
9030204230	512325	Life Insurance	2,662.00	33.75	0.00	2,499.50	162.50	6%	
9030204230	512330	Workers Comp Insurance	15,071.00	0.00	0.00	15,070.48	0.52	0%	
9030204230	512505	Employee Physicals	450.00	0.00	0.00	0.00	450.00	100%	
9030204230	512510	Recruitment Expense	2,000.00	47.00	0.00	1,418.60	581.40	29%	
Total Salaries and Benefits			535,582.00	37,788.88	0.00	292,592.56	242,989.44	45%	
9030204230	521145	Small Tools	500.00	0.00	0.00	123.36	376.64	75%	
9030204230	521150	Expendable Equipment	4,150.00	4,214.60	0.00	4,384.58	-234.58	-6%	
9030204230	521173	Food-Other	255.00	0.00	0.00	0.00	255.00	100%	
9030204230	521180	Clothing & Personal Supplies	4,500.00	768.72	0.00	4,109.24	390.76	9%	
9030204230	521190	Household Expense	2,100.00	69.26	0.00	507.35	1,592.65	76%	
9030204230	521310	Communications	4,500.00	619.53	0.00	3,073.63	1,426.37	32%	
9030204230	521610	Insurance	17,674.00	0.00	0.00	17,674.00	0.00	0%	
9030204230	522120	Maint-Internal Vehicles	5,000.00	0.00	0.00	0.00	5,000.00	100%	
9030204230	522125	Maint-Equipment	6,000.00	47.50	0.00	3,439.27	2,560.73	43%	
9030204230	522130	Maint-Equip Vehicles	34,000.00	1,253.13	0.00	26,982.17	7,017.83	21%	
9030204230	522205	Maint-Buildings & Improvements	3,000.00	575.46	0.00	1,634.41	1,365.59	46%	
9030204230	522225	Maint-Grounds	1,500.00	0.00	0.00	133.72	1,366.28	91%	
9030204230	522600	Fire Extinguisher Testing	340.00	310.00	0.00	310.00	30.00	9%	
9030204230	523210	Dues & Memberships	4,273.00	1,360.00	0.00	3,588.43	684.57	16%	
9030204230	525110	Office Expense	1,000.00	96.18	0.00	385.80	614.20	61%	
9030204230	525140	Office-Photocopy	700.00	36.35	0.00	309.92	390.08	56%	
9030204230	525150	Office-Postage	400.00	36.09	0.00	185.45	214.55	54%	
9030204230	525200	Publications & Legal Notices	175.00	0.00	0.00	0.00	175.00	100%	
9030204230	526106	PS&S-Tax Admin Fee	5,100.00	0.00	0.00	0.00	5,100.00	100%	
9030204230	526107	PS&S-Tax Parcel Fee	4,000.00	0.00	0.00	0.00	4,000.00	100%	
9030204230	526110	PS&S-Professional Services	15,439.00	3,100.69	0.00	12,444.37	2,994.63	19%	
9030204230	526116	PS&S-Legal	5,500.00	1,445.00	0.00	3,952.50	1,547.50	28%	
9030204230	526124	PS&S-Auditor-Controller	2,000.00	178.50	0.00	1,379.00	621.00	31%	
9030204230	527210	Rents-Equipment	1,410.00	79.25	0.00	896.75	513.25	36%	

Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire District

For 2023 Period Feb

Run Date: Mar 22, 2023 2:52:12 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining
9030204230	527310	Rents-Buildings & Improvements	135.00	0.00	0.00	0.00	135.00	100%
9030204230	528000	SDE Special Department Expense	1,200.00	102.44	0.00	193.79	1,006.21	84%
9030204230	528184	SDE-Awards & Certificates	50.00	0.00	0.00	0.00	50.00	100%
9030204230	528205	SDE-Refunds	659.00	0.00	0.00	658.13	0.87	0%
9030204230	529105	Travel	1,000.00	637.15	0.00	938.05	61.95	6%
9030204230	529110	Travel & Trans-Fuel	15,800.00	2,562.53	0.00	10,755.48	5,044.52	32%
9030204230	529112	Travel & Trans-Priv Auto	550.00	85.48	0.00	373.92	176.08	32%
9030204230	529116	Training-Travel	3,500.00	281.21	0.00	781.21	2,718.79	78%
9030204230	529134	Travel & Transâ€"Rent Payment	22,821.00	0.00	0.00	0.00	22,821.00	100%
9030204230	529210	Utilities	9,300.00	954.68	0.00	5,843.77	3,456.23	37%
Total Services and Supplies			178,531.00	18,813.75	0.00	105,058.30	73,472.70	41%
9030204230	691110	Appropriation-Contingencies	117,258.00	0.00	0.00	0.00	117,258.00	100%
9030204230	691114	Contingency-Employee Health Be	18,750.00	0.00	0.00	0.00	18,750.00	100%
Total Contingencies			136,008.00	0.00	0.00	0.00	136,008.00	100%
Total Expenditures			850,121.00	56,602.63	0.00	397,650.86	452,470.14	53%
Total Net Mi-Wuk Fire District			-327,564.00	-56,602.63	0.00	-109,121.98	-218,442.02	

Dept. 235
Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire Special Projects

For 2023 Period Feb

Run Date: Mar 22, 2023 2:52:12 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining
9030204235 - Mi-Wuk Fire Special Projects								
9030204235	459119	State-Emergency Fire Fighting	295,765.00	0.00	0.00	512,757.91	-216,992.91	-73%
Total State Revenue			295,765.00	0.00	0.00	512,757.91	-216,992.91	-73%
9030204235	496060	Donations-Auxiliary Utilities	4,900.00	0.00	0.00	2,428.83	2,471.17	50%
9030204235	496065	Donations-Auxiliary Misc	14,600.00	0.00	0.00	1,738.53	12,861.47	88%
Total Other Finance Sources			19,500.00	0.00	0.00	4,167.36	15,332.64	79%
Total Revenue			315,265.00	0.00	0.00	516,925.27	-201,660.27	-64%
9030204235	511110	Salaries-Reg	154,927.00	0.00	0.00	275,267.30	-120,340.30	-78%
9030204235	511147	Salaries-Emergency Admin	8,499.00	0.00	0.00	0.00	8,499.00	100%
9030204235	512115	FICA	11,852.00	0.00	0.00	20,789.04	-8,937.04	-75%
9030204235	512330	Workers Comp Insurance	9,175.00	0.00	0.00	0.00	9,175.00	100%
Total Salaries and Benefits			184,453.00	0.00	0.00	296,056.34	-111,603.34	-61%
9030204235	521150	Expendable Equipment	10,600.00	2,376.87	0.00	2,376.87	8,223.13	78%
9030204235	521173	Food-Other	600.00	0.00	0.00	0.00	600.00	100%
9030204235	521180	Clothing & Personal Supplies	0.00	939.06	0.00	939.06	-939.06	
9030204235	521190	Household Expense	2,000.00	261.86	0.00	1,409.05	590.95	30%
9030204235	522130	Maint-Equip Vehicles	0.00	0.00	0.00	22.88	-22.88	
9030204235	522205	Maint-Buildings & Improvements	560.00	0.00	0.00	280.00	280.00	50%
9030204235	525110	Office Expense	300.00	99.11	0.00	293.02	6.98	2%
9030204235	528000	SDE Special Department Expense	540.00	0.00	0.00	0.00	540.00	100%
9030204235	529105	Travel	0.00	0.00	0.00	363.05	-363.05	
9030204235	529110	Travel & Trans-Fuel	700.00	0.00	0.00	1,034.77	-334.77	-48%
9030204235	529210	Utilities	4,900.00	636.45	0.00	3,206.77	1,693.23	35%
Total Services and Supplies			20,200.00	4,313.35	0.00	9,925.47	10,274.53	51%
Total Expenditures			204,653.00	4,313.35	0.00	305,981.81	-101,328.81	-50%
Total Net Mi-Wuk Fire Special Projects			110,612.00	-4,313.35	0.00	210,943.46	-100,331.46	
Total Revenues			837,822.00	805,454.15	0.00	805,454.15	32,367.85	1.96
Total Expenditures			1,054,774.00	703,632.67	0.00	703,632.67	351,141.33	0.33
Net Total			-216,952.00	101,821.48	0.00	101,821.48	-318,773.48	147%

Mi Wuk Sugar Pine Fire Protection District
Electronic Package for Classroom project

1. 75" TCL 4K Smart TV (Best Buy)	\$600.00ea	\$1,200.00
2. TV Wall Mounts (Best Buy or Amazon)	\$150.00ea	\$300.00
3. Sure BLX1288 Combo System with CVL Lavalier Microphone and PG-58 Handheld Microphone Band H9 (Guitar Center)		\$650.00
4. HDMI Extender 1 Transmitter 2 Receivers (Amazon)		\$500.00
5. Miscellaneous wires cables and power cords (Local sources)		\$200.00
	Sub Total	\$2850.00
	Sales Tax	\$228.00
	TOTAL	\$3,078.00

Fire Chief

From: Dane Wadle <danew@csda.net>
Sent: Wednesday, April 5, 2023 11:48 AM
To: Dane Wadle
Subject: CSDA CALL TO ACTION: PLEASE SUPPORT AB 557

Hi All:

Just a reminder that **CSDA has a current Call to Action for AB 557 (Hart).**

This is CSDA's sponsored bill and is a follow up to AB 361 passed in 2021. AB 361 established modified remote meeting procedures within the Brown Act for special district meetings during emergencies. AB 361's provisions expire at the end of 2023.

AB 557 does two things:

1. Extends the provisions of AB 361 past 2023; and
2. Requires a district to adopt a renewal resolution recognizing the continued emergency every 45 days (rather than the current 30-day time period). This provision will provide more flexibility to districts.

I am asking you to submit a support letter to assist CSDA's efforts. You can submit an **automated form letter** registering your support at **this link**.

Additional background information about the bill is available on the **CSDA website**.

I will talk about this bill at the Chapter meeting on Monday.

Sincerely,
Dane

Dane Wadlé, CPFO

Senior Public Affairs Field Coordinator – Sierra Network

Join us for the **2023 Special Districts Legislative Days**
May 16 - 17, 2023 in Sacramento

California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814
877.924.2732 office
916.947.6432 cell
916.442.7889 fax
www.csda.net

A Proud California Special Districts Alliance Partner.
California Special Districts Association
Special District Risk Management Authority
CSDA Finance Corporation





March 8, 2023

MI WUK SUGAR PINE FIRE DIST
PO BOX 1359
MI WUK VILLAGE, CA 95346-1359

Subject: Vertical Bridge's Lease Interest: Address: 24243 STATE HWY 108, MI WUK VILLAGE, CA 95346-9732 / APN: 047-060-023-000 | Site ID: CA-5423

MI WUK SUGAR PINE FIRE DIST:

Assurance Development is an authorized representative for Vertical Bridge. Vertical Bridge is researching properties in the area to locate a wireless communications facility (cell-site) in-order to improve the wireless cell phone coverage in the surrounding commercial and residential areas on behalf of T-Mobile.

This letter confirms Vertical Bridge's interest to lease space on the property located at **Address: 24243 STATE HWY 108, MI WUK VILLAGE, CA 95346-9732 / APN: 047-060-023-000** for the purposes of installing a wireless telecommunications facility (cell-site). The following information represents the general lease terms proposed.

- 1) **Lease Premises:** Proposed lease area of 40' x 40' (approximately) for equipment plus antenna placement.
- 2) **Use:** Construction, operation and maintenance of a cell-site for the transmission and reception of radio communications signals.
- 3) **Term:** Vertical Bridge proposes an initial term of five (5) years plus nine (9) automatic renewal options of five (5) years for a total of fifty (50) years. Lessee may terminate the lease at each annual anniversary by providing Lessor with thirty (30) days' notice.
- 4) **Option Terms:** Two (2) Option Periods to be provided to tenant prior to rent commencement in order to obtain permits; the first Option Period to be twenty-four (24) months with a fee payable to property owners in the amount of eight thousand dollars (\$8,000). The second Option Period to be twelve (12) months with a fee payable to property owners in the amount of four thousand dollars (\$4,000).
- 4) **Rent:** Vertical Bridge proposes an amount of Twenty-Four Thousand 00/100 dollars (**\$24,000.00**) annual rent to be paid in monthly installments beginning upon the start of construction. Rent to commence upon issuance of building permit.
- 5) **Revenue Share:** Revenue sharing of 25% from subleased tower space for tenants after the second subtenant.
- 6) **Rent Escalation:** Annual rent amount shall increase 2% per year.
- 7) **Testing:** Prior to lease commencement, Landowner shall provide access allowing Vertical Bridge to conduct any necessary inspections, surveys, and tests to determine the suitability of the property for Vertical Bridge.
- 8) **Access:** 24 hours a day, 7 days a week.
- 9) **Utilities:** At Vertical Bridge's expense, power and telco will be brought to the leased premises.
- 10) **Title:** A Memorandum of Lease will be recorded.

- 11) **Non-Disturbance Attornment (SNDA)** A Subordination, Non-Disturbance Agreement must be obtained from the current deed of trust holders. If this cannot be obtained, Vertical Bridge will not enter into a lease agreement.
- 12) **Contingency:** The lease is contingent upon Vertical Bridge's ability to obtain permits and use the premises as a communications facility.
- 13) **Signing Authority:** Documents will be required evidencing the signors authority to encumber the property.
- 14) **Confidentiality:** Landlord will keep the terms and conditions contained herein, and the details of ensuing negotiations confidential between the parties.

This letter is intended to be a nonbinding letter of interest entered into solely to reflecting the interest of the parties in negotiating with one another and to summarize the basic business terms being proposed for the lease agreement.

No portion of this letter is to be considered legally binding nor shall the provisions of this letter constitute any form of representation or warranty from one party to the other. The final lease agreement is subject to Vertical Bridge's review and approval, and contingent upon Vertical Bridge's signature.

If the terms of this letter of interest are acceptable concerning the proposed lease, please sign below in the place provided to evidence your agreement and return a copy of this letter so that we can begin the process of preparing mutually acceptable legal documents for yours and Vertical Bridge's signature.

We are working with some aggressive timelines and ask that you respond no later than March 17th, 2023. I look forward to your response regarding this proposal and would be happy to provide additional information. I can be reached at 323-627-6139 or at nvotaw@Assurance-Realty.com

Warm regards,

Nick Votaw
Site Acquisitions
Authorized Representative for Vertical Bridge

Signature of Landlord

Date

Contact Number



Overhead Power/Telco
Approx 185' SW of Lease Area

Proposed 20' x 76' Access
& Utility Easement

Tower @ 38.060964, -120.199375°

H-Frame

Lease Area: 40' x 40'
T-Mobile Area: 10' x 15'

Sugarpine Cutoff

Pine Lake Dr

Sagebrush

108

108

DRAFT

Landlord:

MI-WUK SUGAR PINE FIRE DIST
ATTN: James Klyn
PO BOX 1359
MI WUK VILLAGE, CA 95346-1359

Tenant:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-CA-5423
Site Name: Mi-Wuk Village

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 20__ (the “**Effective Date**”), by and between MI-WUK SUGAR PINE FIRE DIST, a California corporation (“**Landlord**”), whose address is PO BOX 1359 MI WUK VILLAGE, CA 95346-1359, and **Vertical Bridge Development, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Tuolumne, in the state or commonwealth of California, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 40' x 40' (approximately 1,600 square feet) and to obtain easements for guy wires, guy anchors, utilities and access, as applicable (the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Tenant’s Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.

1.14.2021

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Eight Thousand Dollars (\$8,000) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of twenty-four (24) months from the Effective Date (the “**Initial Option Period**”) and may be renewed by Tenant for twenty-four (24) additional months (the “**Renewal Option**”) upon written notification to Landlord and the payment of an additional Four Thousand Dollars (\$4,000.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the “**Option Period**.”

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the “**Notice of Exercise of Option**”). The Notice of Exercise of Option shall set forth the commencement date (the “**Commencement Date**”) of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. **TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the “**Initial Term**”).

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant’s intent not to renew. For purposes of this Agreement, “**Term**” shall mean the Initial Term and any applicable Renewal Term(s).

3. **RENT.**

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date (“**Rent Commencement Date**”), Tenant shall pay to Landlord a monthly rent payment of Two Thousand Dollars (\$2,000.00) (“**Rent**”) at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Rent to increase Two percent (2%) annually on the anniversary of the rent commencement date.

(c) Tenant may sublease or license any portion of the Premises to a broadband carrier other than T-Mobile (hereinafter, a “Broadband Carrier”) upon fifteen (15) days’ advance written notice to Landlord. For each such Broadband Carrier, Tenant’s monthly Rent due hereunder shall increase by twenty percent (25%) of the monthly rent or license fee payable by the Broadband Carrier to Tenant under each such sublease or license agreement (each a “Revenue Share Fee”), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that the new Broadband Carrier (and each additional Broadband Carrier thereafter) commences rental payments to Tenant under its respective sublease or license. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord hereunder

during the term of such Broadband Carrier's sublease or license agreement and for so long as such Broadband Carrier is actually paying to Tenant the requisite rental set forth therein. For purposes herein, the term "Broadband Carrier" shall mean Verizon, Comcast, AT&T, Dish, and such similar national broadband carriers.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating and maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment, and to alter, supplement and/or modify same (collectively, the "**Communications Facilities**"). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

6. ACCESS AND UTILITIES. During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, licensees, successors and assigns a nonexclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to obtain the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel and/or coordinating with Tenant's efforts to obtain same. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described

above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may assign this Agreement to any person or entity, including Lender (defined below), at any time without the prior written consent of Landlord. Upon such assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may not subdivide the Property without Tenant's prior written consent.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance

coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party, during the Option Period or Term, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities (including, without limitation, if applicable guy anchors). Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including without limitation, if applicable, guy anchors, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God,

strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall this Agreement be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant, Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of

every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any

modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title II of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Sections 25 and 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this

Agreement as well as a part of this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Sections 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

MI WUK SUGAR PINE
FIRE DIST
ATTN: James Klyn
PO BOX 1359
MI WUK VILLAGE, CA
95346-1359

If to Tenant:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Ref: US-CA-7048
Attn: Sr. VP Asset Management

If to Lender:

With a copy to: General Counsel

30. MISCELLANEOUS.

1.14.2021

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

LANDLORD:

Name: _____
Name: _____

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

CALIFORNIA 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 _____, 20_____ before me, _____
_____ (insert name and title of the officer) personally appeared _____
_____ (name of signatory), 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)

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
_____, 20_____, by _____ (name of signatory), _____
_____ (title of signatory) of Vertical Bridge Development, LLC, a Delaware limited
liability company, on behalf of the company. He/she is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

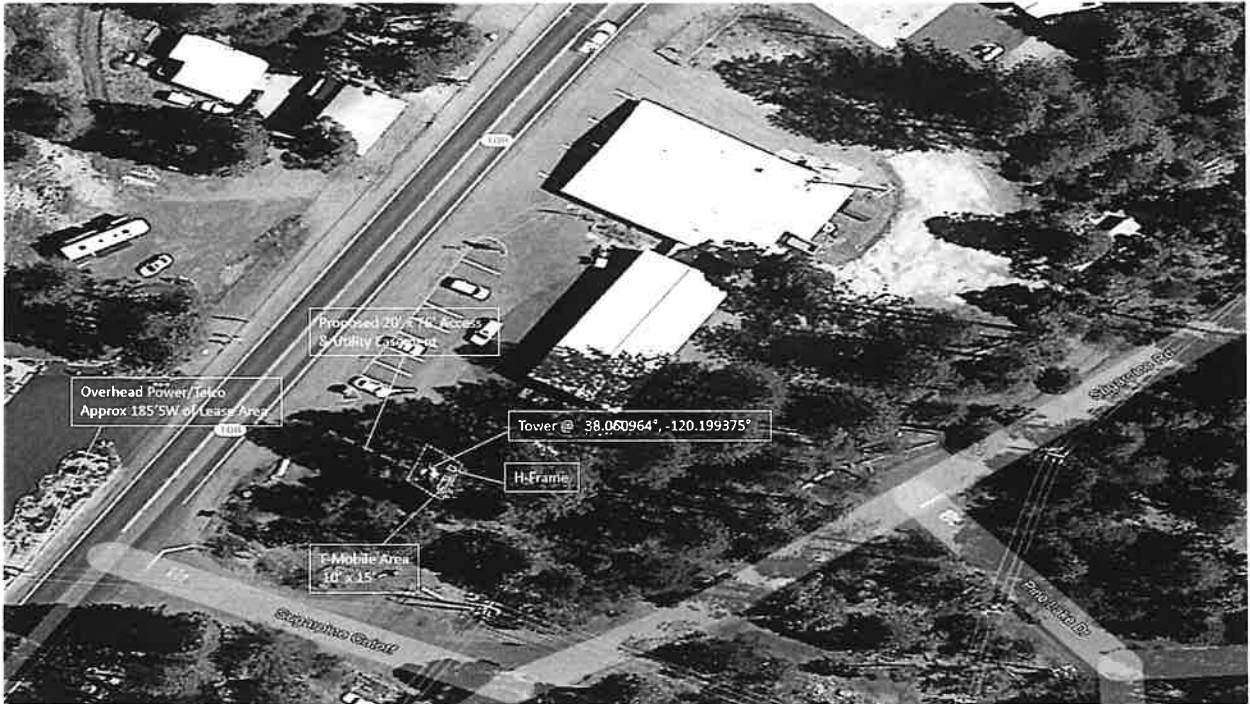


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Mi-Wuk Village

Site Number: US-CA-5423

Commitment #: _____

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between MI-WUK SUGAR PINE FIRE DIST, a California corporation ("**Landlord**"), whose address is PO BOX 1359 MI WUK VILLAGE, CA 95346-1359, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of twenty-four (24) months from the Effective Date and may be renewed by Tenant for an additional twenty-four (24) month period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Name: _____

Name: _____

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

CALIFORNIA 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 _____, 20____ before me, _____
_____ (insert name and title of the officer) personally appeared _____
_____ (name of signatory), 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)

(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
_____, 20_____, by _____ (name of signatory), _____
_____ (title of signatory) of Vertical Bridge Development, LLC, a Delaware limited
liability company, on behalf of the company. He/she is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Mi-Wuk Village

Site Number: US-CA-5423

Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between MI-WUK SUGAR PINE FIRE DIST, a California corporation ("**Landlord**"), whose address is PO BOX 1359 MI WUK VILLAGE, CA 95346-1359, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated the _____ day of _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____; The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the

term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

CALIFORNIA 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 _____, 20_____ before me, _____
_____ (insert name and title of the officer) personally appeared _____
_____ (name of signatory), 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)

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
_____, 20_____, by _____ (name of signatory), _____
_____ (title of signatory) of Vertical Bridge Development, LLC, a Delaware limited
liability company, on behalf of the company. He/she is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area