Burney Water District

20222 HUDSON STREET, BURNEY, CA 96013 (530) 335-3582

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BURNEY WATER DISTRICT AUTHORIZING OF CELL TOWER LEASE FUNDS TO BE DESIGNATED FOR PARK REVENUE

WHEREAS, the Burney Water District (the "District") executed an Option and Lease Agreement with The Towers of California LLC. on October 15th, 2026 (the "Effective Date") by and between Burney Water District, a California Special District, whose address is 20222 Hudson Street Burney, CA 96013, and The Towers LLC, a Delaware limited liability company, known in California as The Towers of California, LLC, whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444.; and

WHEREAS, on September 17, 2026, Burney Water District (the "District") Board of Directors adopted a Resolution declaring it is in the best interest of the District to lease the Premises, as defined below, for purposes of constructing a cell phone tower on the Premises ("Resolution") and declaring the Premises as exempt surplus property under the California Surplus Land Act; and

WHEREAS, The Towers LLC. desires to lease from the District a certain portion of the Property measuring approximately 50' x 50' (approximately 2,500 square feet) and to obtain easements for a landscape buffer, utilities, and access, as applicable (collectively, the "Premises"), for the placement of Communications Facilities.

WHEREAS, the term of the lease is for a period of five (5) years (the "Initial Term"). The District shall have the option to extend the Initial Term for five (5) successive terms of five (5) years each and one (1) final term of four (4) years and eleven (11) months (each a "Renewal Term"), subject to the conditions herein. The first five (5) Renewal Terms shall commence automatically, unless The Towers of California LLC. delivers notice to the District, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of the Districts intent not to renew. The remaining one (l) Renewal Term shall commence automatically, unless either party delivers notice to the other party, not less than thirty (30) days prior to the end of the then-current Renewal Term of the notifying Party's intent not to renew. For purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s). (the "Initial Term"); and

WHEREAS, Beginning on the Commencement Date ("Rent Commencement Date"), The Towers of California LLC shall pay to the District a monthly rent payment of One Thousand Five Hundred Dollars ($1,500.00) ("Rent") at the address set forth in Section 29 below, with the first month's rent to be prorated based on the applicable Commencement Date. The Towers of California LLC will pay The District Rent on or before the fifth (5th) day of each calendar month in advance. The initial two payments of Rent will be forwarded by The Towers of California LLC to The District within sixty (60) days after the Rent Commencement Date. The Towers of California LLC will pay The District the Rent by check or by electronic funds transfer, as directed by the District. The Towers of California LLC acknowledges that late payment by The Towers of California LLC to The District of the Rent due hereunder will cause The District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if The District does not receive any installment of Rent due from The Towers of California LLC by 4:00 p.m. within ten (10) calendar days after that amount is due, The Towers of California LLC shall pay to The District, as additional Rent, a late charge equal to five percent (5%) of such overdue amount or the

maximum amount allowed by law, whichever is less. Acceptance of such late charge by The District shall in no event constitute a waiver of The Towers of California LLC's default with respect to such overdue amount nor prevent The District from exercising any of its other rights and remedies granted hereunder or by law.

WHEREAS, Rent to increase (i) two and one-half percent (2.5%) per year on the first anniversary of the Rent Commencement Date, and on each annual anniversary of the Commencement Date throughout the Term of this Agreement.

WHEREAS, The District may install equipment on The Towers of California LLC's Communication Facilities, as defined below, for The District's public agency, not for profit, purposes to provide public service and The District shall not be required to pay The Towers of California LLC rent for The District's use of The Towers of California LLC's Communication Facilities as provided herein; provided, however, the following are conditions for such installation by The District: (i) space on the communications towers structure must be available at the time of such installation, at a level on the tower structure not occupied by The Towers of California LLC or another user and which will allow for installation and operation of The District's equipment without interference as further described herein; (ii) The District must submit plans and specifications in advance to The Towers of California LLC for review and approval to determine any impact on the tower structure and The Towers of California LLC's equipment, antennas or other improvements; (iii) The District's equipment, antennas, or other improvements will not cause interference with The Towers of California LLC's equipment, antennas or other improvements or prevent The Towers of California LLC's use of its facilities as permitted hereunder; and (iv) The District shall pay the costs for any modifications required to The Towers of California LLC's tower structure to allow The District's installation of its equipment, antennas or other improvements on the antenna structure.

WHEREAS, Starting with the second (2nd) Broadband Carrier, and each additional Broadband Carrier thereafter, The Towers of California LLC's monthly Rent due hereunder shall increase by Two Hundred Dollars ($200.00) per month for each such additional Broadband Carrier (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 second (2nd) Broadband Carrier (and each additional Broadband Carrier thereafter) commences rental payments to The Towers of California LLC under its respective sublease. The Revenue Share Fee shall only be due and payable in the event there are two (2) or more Broadband Carriers. If at any time subsequent to the addition of a second (2nd) Broadband Carrier the number of Broadband Carriers is reduced to one (1) Broadband Carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by The Towers of California LLC to The District hereunder during the term of such Broadband Carrier's sublease agreement and for so long as such Broadband Carrier is actually paying to The Towers of California LLC the requisite rental set forth therein. For purposes herein, the term "Broadband Carrier" shall mean Verizon, AT&T, Dish, and T-Mobile and such similar national broadband carriers.

WHEREAS, The Towers of California LLC acknowledges and agrees that the services provided under this Agreement may be subject to the prevailing wage requirements set forth in California Labor Code Sections 1720 et seq., 1770 et seq., and Title 8 of the California Code of Regulations. The Towers of California LLC shall be solely responsible for determining the applicability of such laws and for full compliance therewith, including but not limited to the payment of prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. The Towers of California LLC shall defend, indemnify, and hold harmless The District from and against any and all claims, liabilities, penalties, interest, costs, and expenses (including attorneys' fees) arising out of or related to (i) The Towers of California LLC's or its contractors' failure to comply with applicable prevailing wage laws; (ii) any determination by a governmental agency, or reviewing court or arbitrator, that the work performed constitutes a "public work" under California law; and (iii) any enforcement action or audit initiated by the DIR or other governmental authority.

WHEREAS, the District has determined that the Monthly Rent shall be utilized for a Park Fund for the purpose of Operations and Maintenance.

NOW, THEREFORE, BE IT RESOLVED that the BURNEY WATER DISTRICT hereby:
that the District designate the Monthly Rental Funds from The Towers of California LLC. to the Parks for Operations and Maintenance and Improvements.

I HEREBY CERTIFY the foregoing resolution was passed, approved, and adopted by the Board of Directors of the Burney Water District, Shasta County, California at the meeting held on the 19th day of November 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST: _____ _____

Board Secretary Board President