



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 7, 2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

TPA VI, LLC, a Delaware limited liability company

***Project Title/Description:**

Purchase and Sale Agreement

***Purpose:**

On June 6, 2023 the Board of Supervisors approved a consent to auction and sell twenty-three (23) existing cellular License Agreements ("Licenses") and the subsequent granting of a 50-year Communications Easement to the successful bidder. The auction was held on February 7, 2024 starting at the appraised value amount of \$8,897,500.00. TPA VI, LLC ("Buyer") was the high bidder at an amount of \$9,080,000.00. The twenty-three (23) Licenses will be sold to the Buyer using a 50 year Communications Easement which grants the Grantee the rights to access the cell license locations and the twenty-three (23) licenses will be assigned to the Buyer as part of the transaction. (Sale-0128)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04-020

***Program Goals/Predicted Outcomes:**

To sell twenty-three (23) existing cell licenses and grant 50-year Communications Facility Easements as stated in the Purchase and Sale Agreement. Pima County will receive \$9,080,000.00 from the sale of the Licenses.

***Public Benefit:**

Revenue in the amount of \$9,080,000.00 will be paid to Pima County and telecommunications providers will continue providing cell service to the public.

***Metrics Available to Measure Performance:**

Sale of twenty-three (23) cell Licenses to be sold per the terms and conditions of the PSA.

***Retroactive:**

No

Attachments; Location map and Rent Roll Schedule

TO: COB 4-22-24(2)
Vers 1
pgs 28

APR19'24AM1030 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*0170
Commencement Date: 5/7/2024 Termination Date: 5/7/2074 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____* ☒ Revenue Amount: \$ 9,080,000.00

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature: _____ Date: 4/18/2024

Deputy County Administrator Signature: _____ Date: 4/18/2024

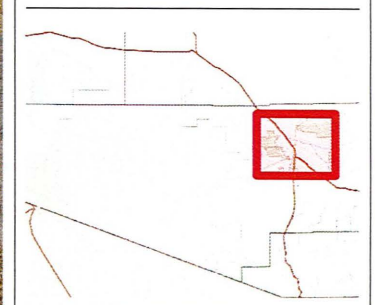
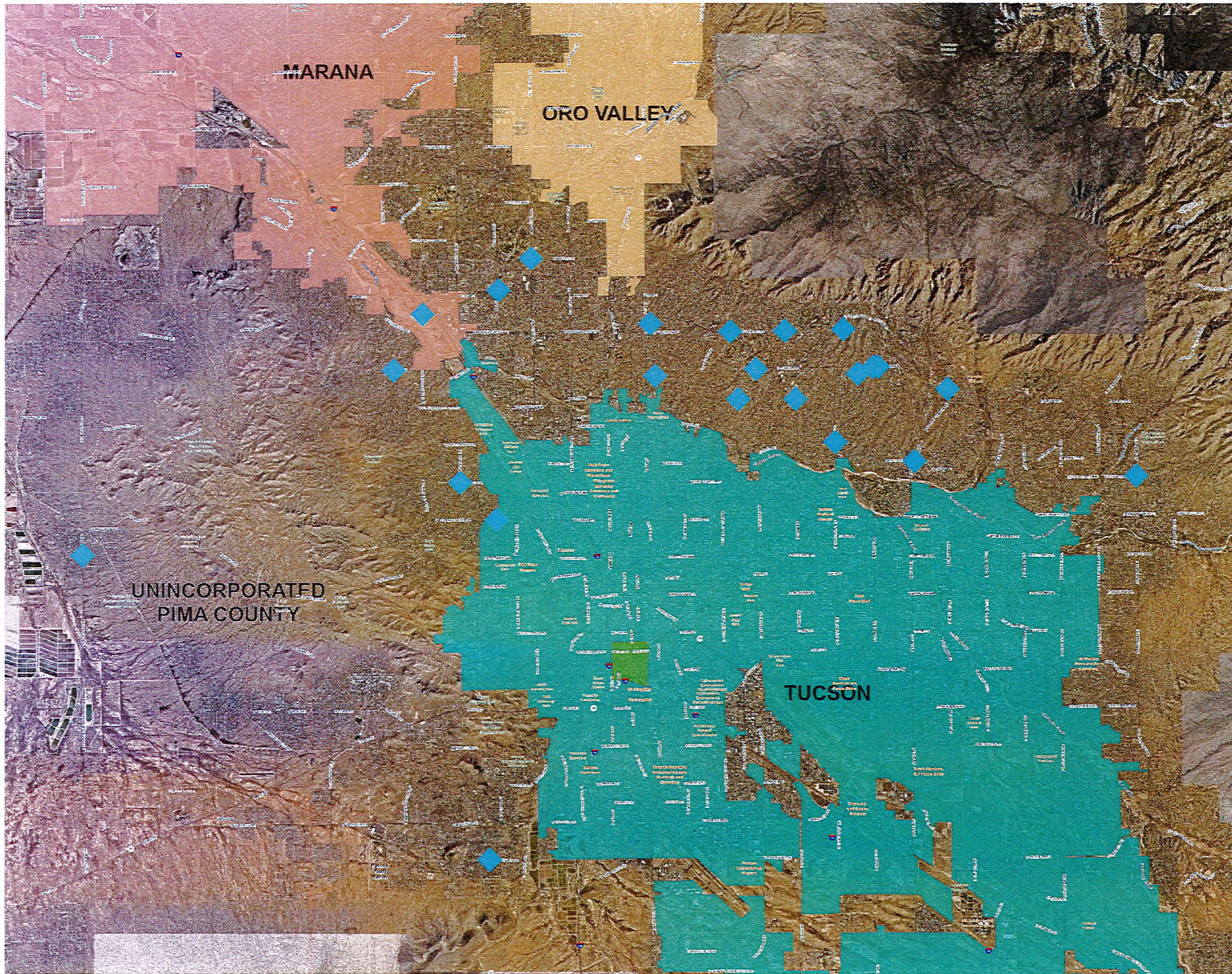
County Administrator Signature: _____ Date: 4/18/2024

Location Map of Telecom Sites

Legend

City Limits

- Marana
- Oro Valley
- Sahuarita
- South Tucson
- Tucson



Blue Diamond - Site Location

41,666.7 0 20,833.33

Feet



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

12/28/2023

RENT ROLL (RENT SCHEDULE)

CTN	SP File #	Location	User/Tenant	Current Rent/yr	RENT PAID	FROM	TO	RE	CR	Check #
CTN-IT-21-0062	Lic-0326	4575 W. Walker Rd	VB Nimbus	\$ 27,042.04	\$ 27,042.04	10/15/2023	10/14/2024	24*2106	24*5098	10749
RPS-23-0145 (previously IT-15-0107)	Lic-0117	<u>Master Agreement</u>	Verizon-Cellco							
	Lic-0118	6420 N Craycroft		\$ 14,364.65	\$ 14,364.65	6/1/2023	5/31/2024	23*6373	23*16022	9111030049
	Lic-0076	Sandario S of Tortoise Tr		\$ 14,364.65	\$ 14,364.65	6/1/2023	5/31/2024	23*6373	23*16022	9111030049
	Lic-0078	Camino Alegre/Los Reales		\$ 14,364.65	\$ 14,364.65	6/1/2023	5/31/2024	23*6373	23*16022	9111030049
	Lic-0256	2955 W Ironwood Hills		\$ 13,029.17	\$ 13,029.17	6/1/2023	5/31/2024	23*6373	23*16022	9111030049
	Lic-0282	5245 W. Sunset		\$ 13,029.17	\$ 13,029.17	6/1/2023	5/31/2024	23*6373	23*16022	9111030049
RPS-23-0100 (previously IT-15-0115)	Lic-0081	<u>Master Agreement</u>	Alltel(VZ)-Cellco							
	Lic-0084	6411 N Foothills-Sunrise		\$ 28,729.33	\$ 28,729.33	7/5/2023	7/4/2024	24*0022	24*0774	9111042338
	Lic-0083	5104 N Sabino Canyon		\$ 28,729.33	\$ 28,729.33	7/5/2023	7/4/2024	24*0465	24*1027	9111044113
	Lic-0085	6322 E. Sunrise		\$ 28,729.33	\$ 28,729.33	7/5/2023	7/4/2024	24*0023	24*0776	9111044940
	Lic-0082	5571 N Hacienda Del Sol		\$ 28,729.33	\$ 28,729.33	7/5/2023	7/4/2024	24*0468	24*1027	9111044113
RPS-22-012	Lic-0263	7300 N. Shannon-Nanini	Alltel(VZ)-Cellco	\$ 33,387.08	\$ 33,387.08	2/9/2024	2/8/2025	24*4146	24*10446	9111144976
RPS-22-0073	Lic-0075	<u>Master Agreement</u>	Sprint (T-Mobile)							
	Lic-0208	3184 N. Calle Castellon		\$ 14,364.65	\$ 14,364.65	6/6/2023	6/5/2024	23*6392	23*16188	11013263
	Lic-0209	3211 N Soldier Trail		\$ 14,364.65	\$ 14,364.65	6/6/2023	6/5/2024	23*6392	23*16188	11013263
	Lic-0210	7999 N. La Cholla		\$ 14,364.65	\$ 14,364.65	6/6/2023	6/5/2024	23*6392	23*16188	11013263
RPS-24-0034	Lic-0354	4475 E. Skyline Dr	Verizon-Cellco	\$ 10,500.00	\$ -	10/1/2023	9/30/2024	24*4049		NO PYMT
RPS-23-0162	Lic-0079	<u>Master Agreement</u>	T-Mobile							
	Lic-0079 (0140)	3588 N Sabino Canyon		\$ 14,364.65	\$ 14,364.65	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
	Lic-0141	6756 E. Sunrise		\$ 28,729.33	\$ 28,729.33	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
	Lic-0142	5465 N. Northridge		\$ 14,364.65	\$ 14,364.65	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
	Lic-0143	6507 N. Calle Padre Filipe		\$ 14,364.65	\$ 14,364.65	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
	Lic-0144	4954 N. Hacienda Del Sol		\$ 14,364.65	\$ 14,364.65	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
	Lic-0145	4975 N. Calle Bendita		\$ 14,364.65	\$ 14,364.65	11/3/2023	11/2/2024	24*2481	24*6563	EFT 11/15/23
								24*3929	24*9850	
								24*4452	24*11106	
pays rent monthly	Lic-0320, 0146	4010 N. Craycroft	site owned by PTI	\$ 28,729.33	\$ 11,970.55	11/3/2023	11/2/2024	24*4924	24*12611	EFT payments
IT-15-014	Lic-0307	6048 E. Sunrise	CCTM1 LLC	\$ 20,553.31	\$ 20,553.31	11/3/2023	11/2/2024	24*3328	24*11035	186096

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this 7th day of May, 2024 (the "Effective Date") by and between Pima County, Arizona (the "Seller"), and TPA VI, LLC, a Delaware limited liability company (the "Purchaser").

Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings set forth in Exhibit A attached hereto and shall be incorporated herein by reference.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase (the "Purchase"), at the Closing, all of Seller's right, title and interest in and to the Tower Assets, free and clear of any Liens of any nature. For purposes of this Agreement, the term "Tower Assets" shall mean, all of the real and personal tangible and intangible assets, properties and rights owned by Seller that are used in, or accounted for as a part of, the ownership and operation of each Site (defined below), including without limitation the following:

a. Twenty-three (23) wireless communications use and occupancy agreements, including any and all corresponding master agreements (collectively the "Tenant Leases") relating to the premises set forth in Schedule 1(a) (each the "Site" and collectively the "Sites"). Purchaser understands that Seller is granting specific tower and equipment space locations at 7300 N. Shannon Road, Tucson AZ (Nanini Government Center) and at 4575 W. Walker Road, Tucson AZ (the "Walker Road Site"), which are more particularly described in the associated legal descriptions set forth in the applicable Tenant Lease. Purchaser also understands that the Memorandum of Understanding between Pima County and Citadel Broadcasting Company Regarding Pima County Contract No. 12-14-M-139057-1096 applies to the Purchase of the Tower Assets located at the Walker Road Site, and allows Seller to continue to use the Walker Road Site at no cost for the sole purpose of enhancing the Pima County Wireless Integration Network system;

b. A fifty (50) year telecommunication easement for each Site together with any and all easements for ingress, egress and utilities which are attendant to the telecommunication easement in the form attached hereto as set forth in Schedule 1(c) (the "Easement").

2. Assumption of Liabilities and Obligations. At the Closing, Purchaser shall assume and agree to pay, discharge and perform only those executory liabilities accruing from and after the Closing under the Easement and the Tenant Leases (the "Assumed Obligations"). Except for the Assumed Obligations, Purchaser shall not assume or in any way undertake to pay, perform, satisfy or discharge any obligation or liability of Seller (contingent or otherwise), and Seller agrees to pay and satisfy when due any obligation or liability other than the Assumed Obligations (the "Excluded Obligations").

3. Due Diligence.

a. Due Diligence Period. Purchaser shall have the right, commencing on the Effective Date and ending on the close of business of the ninetieth (90th) day after the Effective Date (the "Due Diligence Period"), to enter upon, inspect, investigate and conduct legal, financial, business, environmental, technical and any other due diligence that Purchaser determines necessary in its reasonable discretion with respect to the Tower Assets.

b. Entry and Inspection. During the Due Diligence Period, Seller shall permit Purchaser and its representatives reasonable access (during normal business hours) to all of the Tower Assets, and Seller shall furnish to Purchaser all reports, documents, records, and information, including electronic copies thereof, that Seller has in its possession or can obtain without unreasonable effort or expense as Purchaser may reasonably request, to permit Purchaser to perform its due diligence investigation with respect to the Tower Assets. Purchaser may undertake a complete physical inspection of the Tower Assets and the cost and expense of the inspection by Purchaser contemplated under this Section 3(b) shall be borne by Purchaser.

c. Due Diligence Items. Not more than five (5) Business Days following the Effective Date, Seller shall make available to Purchaser, true, correct and complete copies of such of the following items as are in Seller's possession or control, including electronic versions (if any) (the "Due Diligence Items"):

(1) all structural analyses, engineering reports and condition reports for each Site, and all environmental reports and NEPA reports relating to the Site that are in the Seller's possession or immediate control;

(2) Tenant Leases, easements and licenses presently in force covering the Tower Assets or any part thereof;

(3) the most recent surveys, title commitments, title policies or abstracts of title together with all copies of all documents and instruments (as recorded where applicable) referred to or identified in the title commitment, title policies or abstracts;

(4) the most recent construction, engineering, architectural or other plans or drawings and related site plans, plats and approved drawings pertaining to the construction, ownership or operation of the Tower Assets, as well as zoning permits, variances, building and other permits, which have been gained or for which Seller has made application, and the FCC and FAA applications, responses, approvals and registration numbers submitted or received for each Site;

(5) current tenant contact information;

(6) Proof of Rent Payments under each of the Tenant Leases (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.

In the event that Seller fails to deliver or make available to Purchaser any of the Due Diligence Items within five (5) Business Days following the Effective Date, the Due Diligence Period shall be extended by an amount of time equal to any such delay, provided, however, that the Due Diligence Period shall not extend beyond the date that is one hundred twenty (120) days after the date hereof without the written consent of the Seller.

4. Easement Specific Provisions. The provisions of this Section 4 shall supersede and govern any contradictory provisions of this Agreement relating to the Easement.

a. Title Commitment. Purchaser shall obtain, at its sole cost and expense, a preliminary title report for an ALTA title insurance policy from Purchaser's title insurance company with respect to each Easement in form and substance reasonably satisfactory to Purchaser (the "Title Commitment"), together with a copy of all documents referenced therein.

b. Survey. Purchaser may, at its sole cost and expense, obtain a survey of any Easement (the "Survey").

c. Exceptions to Title.

i. Permitted Exceptions. Except as set forth in Section 4(c)(ii), (iii) or (iv) below, any liens, encumbrances or other exceptions to title set forth on Schedule B-2 to the Title Commitment, that are not objected to in writing by Purchaser prior to expiration of the Due Diligence Period shall be deemed to be “permitted exceptions” to title to the Easement (the “Permitted Exceptions”).

ii. Unpermitted Exceptions. Notwithstanding any provision to the contrary in this Agreement, Seller agrees that the following shall constitute unpermitted exceptions: (i) any mortgages, deeds of trust or other security interests for any financing affecting the Easement or incurred by Seller; (ii) Taxes which would be delinquent if unpaid at Closing; (iii) mechanics’ and judgment liens, (iv) liens, mortgages, security interests, claims, charges, easement, rights of way, encroachments, restrictive covenants, or other title exceptions not first appearing in the Title Commitment, and (v) such matters as appear on Schedule B-1 to the Title Commitment capable of being satisfied by the payment of a monetary sum. The unpermitted exceptions referenced in items (i) through (v) in the prior sentence are collectively referred to as “Unpermitted Exceptions”.

iii. Updated Title Commitment or Survey. If any update of the Title Commitment delivered to Purchaser discloses title matters which are not disclosed in the Title Commitment, (a “New Title Exception”), or the Survey or any update of the Survey delivered to Purchaser discloses any survey matter which is not disclosed in the Survey (a “New Survey Defect”), then Purchaser shall have the right to request Seller to remove or cure such New Title Exception or New Survey Defect at or prior to Closing.

iv. Removal of Unpermitted Exceptions. Seller shall remove or cure all Unpermitted Exceptions at or prior to Closing by (i) removing such Unpermitted Exception from title, or (ii) causing the title company to commit to remove, such that it does not appear of record, or insure over such Unpermitted Exception in the Title Policy, provided, however, that such removal or insuring over by the title company is in form and substance acceptable to Purchaser in its reasonable discretion. If the Title Commitment discloses judgments, bankruptcies or other returns against other persons or entities having names the same as or similar to that of Seller, then Seller, on request and to the extent applicable, shall deliver to Purchaser or the title company affidavits to the effect that such judgments, bankruptcies or other returns are not against Seller.

d. Title Policy. At Closing, Purchaser shall cause the title company to issue to Purchaser an ALTA form of title insurance policy with respect to each Easement or binding commitment therefor to issue the same, dated, or updated, to the Closing Date, insuring, or irrevocably committing to insure, at normal statutory premium rates, without the requirement for additional premiums or escrows to be posted by Purchaser, with extended coverage with respect to each Easement, with customary endorsements, the Easement and improvements, subject only to the Permitted Exceptions (the “Title Policy”). The Title Policy shall be dated as of the Closing Date with gap coverage from Seller from the Closing through the date of recording and shall be issued at such party’s sole cost and expense as is customary for similar transactions in the jurisdiction of the applicable Easement.

e. Conveyance of the Easement. At Closing, Seller shall convey to Purchaser (a) good and valid interest in each Easement, subject only to (A) the Permitted Exceptions relating thereto, and (B) any Unpermitted Exceptions which are cured by causing the title company to remove or insure over such matters in the Title Policy in accordance with Section 4(c)(iv), but which otherwise are not removed from title, and (b) good and marketable title to the personal property set forth in Section 1, free and clear of all liens and encumbrances.

5. Purchase Price; Purchase Price Credi.

a. Purchase Price. Provided that the Tower Cash Flow for the Tower Assets is equal to or greater than \$418,226.13 (the “TCF Threshold”) as of the Closing Date, the purchase price for the Tower Assets (the “Purchase Price”) shall be NINE MILLION EIGHTY THOUSAND AND 00/100 Dollars (\$9,080,000.00), which shall be paid by bank or certified check or wire transfer upon delivery of the Closing Documents and the Closing of the transaction hereunder. \$10 of the Purchase Price shall be allocated to each Easement with the balance of the Purchase Price allocated to the Tenant Leases.

b. Earnest Money. Seller acknowledges that Purchaser deposited FOUR HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 Dollars (\$444,875.00) with Seller upon registration for the bidding process (the “Earnest Money”). Seller acknowledges that it still holds the Earnest Money. Within five (5) business days after the Effective Date, Seller shall deposit the Earnest Money with Tower Title. The Earnest Money shall be held in a non-interest-bearing account. In the event the Purchase closes as provided herein, then the Earnest Money and the remainder of the Purchase Price shall be paid to Seller at Closing. In the event this Agreement is terminated by Purchaser on or before the last day of the Due Diligence Period or as otherwise permitted herein, the Earnest Money shall be returned to Purchaser. Otherwise, the Earnest Money shall be paid out at Closing toward the Purchase Price.

c. Purchase Price Credit. If Purchaser discovers during the Due Diligence Period that, one or more Tenant Leases supporting T-Mobile equipment installations have not been upgraded with equipment operating in the 2.5 GHz spectrum band (each a “Legacy T-Mobile Site”), then at Closing Purchaser shall be entitled to a credit against the Purchase Price equal to (A) 21.71 *multiplied* by (B) the amount of annualized rent (including any applicable escalators) due under each Legacy T-Mobile Site (“Purchase Price Credit”). In the event that Seller disputes Purchaser's calculation of such Purchase Price Credit, Seller and Purchaser shall, in good faith, attempt to agree upon the actual Purchase Price Credit with respect to the Site(s) on or before ten (10) days following Seller's receipt of the Purchaser's determination of such Purchase Price Credit.

6. Closing. Provided that all conditions to closing contained herein have been met or waived, the closing of the transactions contemplated hereby (the “Closing”) shall occur within thirty (30) days of the expiration of the Due Diligence Period or on such date as mutually agreed to by the parties (the “Anticipated Closing Date”). All documents required to close the transaction shall be deposited in escrow with Tower Title located at 18 Imperial Pl., Providence, RI 02903 at least three (3) calendar days prior to the Closing, or as otherwise agreed to. In the event that all conditions to Closing have not been met or waived by the Anticipated Closing Date, the Closing shall occur on the fifth (5th) Business Day following the satisfaction or waiver of all such conditions, or on such other date as the Seller and Purchaser shall mutually agree. The date that the Closing occurs shall be referred to as the “Closing Date”.

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

a. Authority. Seller has all requisite power and authority to own the Tower Assets and to enable the Seller to execute and deliver, and to perform its obligations under, this Agreement and each Closing Document and to consummate the Purchase. Neither the execution and delivery by Seller of this Agreement or any Closing Document, nor the consummation of the Purchase, will conflict with, or result in a breach or violation of, or constitute a default under, any governing document of Seller or, to Seller's Knowledge, any applicable law, or will conflict with, or result in a breach or violation of, or constitute a default under any agreement of Seller relating to indebtedness for money borrowed.

b. Legal Actions. There are no legal actions, orders, stipulations of or other Claims pending or, to the knowledge of Seller, threatened at law, in equity or before any governmental authority against Seller or the Tower Assets or relating to the Tower Assets or would reasonably be expected to impair Seller's ability to consummate the Closing or perform its obligations under this Agreement.

c. Tenant Leases. Each of the Tenant Leases and all amendments thereto has been provided to Purchaser, has been duly authorized, executed and delivered by Seller and, to the knowledge of Seller, the other parties thereto, and is a legal, valid and binding obligation of Seller, enforceable in accordance with its terms. There are no leases, subleases, licenses or other occupancy agreements (written or oral) which grant any possessory interest in or to the Tower Assets or which grant other right with respect to the use of any of the Tower Assets other than the Tenant Leases. Furthermore: (i) Seller is collecting the rent set forth in each Tenant Lease on a current basis and there are no past due amounts thereunder; (ii) no Tenant is entitled to any rental concessions or abatements in rent for any period subsequent to the Closing Date; (iii) Seller has not given notice to any Tenant claiming that the Tenant is in default under its Tenant Lease, and, to the best of Seller's Knowledge, there is no event which, with the giving of notice or the passage of time or both, would constitute such a default; (v) Seller has not received notice from any Tenant claiming that Seller is in default under the Lease, or claiming that there are defects in the improvements; (iv) Seller has not received notice from any Tenant asserting any Claims, offsets or defenses of any nature whatsoever to the performance of its obligations under its Tenant Lease and, to the best of Seller's Knowledge, there is no event which, with the giving of notice or the passage of time or both, would constitute the basis of such Claim, offset or defense; (vii) except as expressly set forth in the Tenant Leases, there are no security deposits or prepaid rentals under any of the Tenant Leases; (viii) no Tenant Lease provides for non-monetary rent or other consideration to the lessor/licensor thereunder.

d. Easement. The Seller has good and marketable title to each Easement. Seller has obtained all easements and rights-of-way that are necessary to provide access to and from each Site.

e. Site. Seller owns the Tower Assets, free and clear of all Liens, and will transfer to Purchaser at the Closing, good, marketable and insurable title thereto, free and clear of all Liens. Seller has not received notice that the Site is subject to any condemnation proceedings or that the Site is not in compliance with all applicable laws; the Site is in compliance with all Applicable Laws and Governmental Authorizations; no consents are required to be obtained by Seller from any Governmental Authority (other than the approval of the Pima County Board of Supervisors) or any third party in order to consummate the Purchase. All improvements of Seller on the Site are in compliance with applicable zoning, NEPA, FCC, FAA, the National Historic Preservation Act and any related or similar state laws and land use laws. No consent, approval or authorization of, or registration or filing with any Person (each, a "Third Party Consent") is required to be obtained in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

f. Tower Cash Flow. The Tower Cash Flow with respect to the Tower Assets is equal to or greater than the TCF Threshold as of the Closing Date.

g. Broker or Finder. No agent, broker, investment banker or other entity engaged by or on behalf of Seller or any of its Affiliates is or will be entitled to a fee or commission in connection with the Purchase.

h. Environmental Matters. Seller has not entered into or received any consent decree, compliance order or administrative order issued pursuant to any Environmental Health and Safety Requirements and Seller is not a party in interest with respect to any judgment, order, writ, injunction or decree issued pursuant to any Environmental Health and Safety Requirements. Seller is in compliance with, and has all permits required by, all Environmental Health and Safety Requirements. Seller is not the subject of or, to its knowledge, threatened with any legal action involving a demand for damages or other potential liability with respect to violations or breaches of any Environmental Health and Safety Requirements or Environmental Permits relating to its ownership or operation of the Tower Assets.

i. No Third Party Rights. No Person other than Purchaser by reason of this Agreement has any contractual or other right of first refusal or any other right or option to acquire the Tower Assets or

any portion thereof, including through any merger, consolidation, liquidation, dissolution or other reorganization.

j. Accounts Receivable. There are no accounts receivable relating to any Tenant Lease (the “Accounts Receivable”).

The representations and warranties above shall survive the Closing and shall remain operative and in full force and effect for a period of thirty-six (36) months after the Closing Date other than Section 7(a) that shall survive indefinitely.

8. Conduct of Business by Seller Pending the Closing. After the Effective Date and prior to the Closing Date, Seller shall own and operate the Tower Assets in the ordinary course of business which shall include, without limitation, not selling, disposing of or otherwise transferring any Site. In addition, Seller shall not enter into, cancel, modify, alter, amend, consent to the assignment of or terminate any contracts, leases, licenses, arrangements, understandings or agreements that will affect any of the Tower Assets.

9. Closing Documents. At Closing, Seller shall execute and deliver to Purchaser such normal transaction documents as may reasonably be required by the Purchaser or its title insurance company, each in a form reasonably acceptable to Seller, including without limitation the following (collectively, the “Closing Documents”):

(a) a certificate stating that the Seller is not a “foreign person” as defined by the Federal Foreign Investment in Real Property Tax Act;

(b) a copy of resolutions of the governing body of Seller authorizing the execution, delivery and performance of this Agreement, the transfer of title to the Tower Assets and the other collateral documents by Seller, and an officer’s certificate of Seller, dated the Closing Date, that such resolutions were duly adopted and are in full force and effect;

(c) an Easement Agreement for each Site duly executed and acknowledged a form of which is attached hereto as Schedule 1(c);

(d) any reasonable and customary affidavits required by, and satisfactory to, the title company in order that an owner’s title insurance policy with respect to the Easement may be issued free and clear of the standard exceptions which a title company is permitted by applicable law to remove or modify upon delivery of such affidavits;

(e) a certificate signed by Seller’s Real Property Services Director certifying that (1) Seller has performed and complied in all material respects with all agreements and covenants required to be performed or complied with by it, as the case may be, under the Closing Documents to which it is a party at or prior to the Closing, (2) each of the covenants, representations and warranties of Seller are remade and restated with respect to the Tower Assets as of the Closing, and (3) each of the persons executing and delivering this Agreement and Closing Documents to which it is a party on behalf of Seller has or have the authority to execute, deliver and consummate this Agreement and each Closing Document; and

(f) payoff amounts and evidence of termination to the reasonable satisfaction of Purchaser of all Liens affecting the Tower Assets.

10. Conditions to Closing.

a. Conditions to Obligations of Each Party. The respective obligations of each party to consummate the Purchase shall be subject to the condition at or prior to the Closing Date, which condition may be waived in writing by the applicable party in whole or in part to the extent permitted by Applicable Law, that no legal action shall be pending before any Authority seeking to enjoin, restrain, prohibit or make illegal the consummation of the Purchase.

b. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Purchase shall be subject to the satisfaction of the following conditions, any or all of which may be waived in writing, in whole or in part, by Purchaser to the extent permitted by Applicable Law:

i. (A) the representations and warranties of Seller contained herein shall be true and correct in all material respects (except for representations and warranties that are qualified as to materiality, which shall be true and correct);

(B) Seller shall have performed all agreements contained herein required to be performed by it at or before the Closing; and

(C) Seller shall have executed and delivered each of the Closing Documents;

ii. Purchaser shall have received, at Purchaser's expense, a marked commitment for owner's title insurance, in form acceptable to Purchaser, insuring title to the Easement;

iii. Between the Effective Date and the Closing Date, no event shall have occurred that has had or is reasonably expected to have a Material Adverse Effect on the Tower Assets; and

iv. All authorizations, Third Party Consents, waivers or approvals required by the provisions of this Agreement to be obtained from all Persons shall have been obtained.

c. Conditions to the Obligations of Seller. The obligation of Seller to consummate the Transactions shall be further conditioned upon the satisfaction or fulfillment, at or prior to the Closing, unless waived in writing by Seller, that the representations and warranties of Purchaser contained herein shall be true and correct in all material respects, and Purchaser shall have paid the Purchase Price at the Closing.

11. Apportionment of Rent. Appropriate prorations shall be made on a daily basis as of the close of business on the Closing Date with respect to rental and lease payments, security deposits, and all other items of income and expense due or payable under the Easement and Tenant Leases, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) with Seller being entitled to all such income and responsible for all such expenses relating to the Tower Assets then being conveyed for all periods on or prior to each Closing Date and Purchaser being entitled to all such income and responsible for all such expenses relating to the Tower Assets then being conveyed for all periods subsequent to the Closing Date. A reasonable estimate of such pro-rations shall be agreed to by Seller and Purchaser at least two (2) Business Days prior to the Closing Date (the "Pro-Rations Estimate"), and shall be settled in immediately available funds at the Closing. All past due real estate and personal property taxes, if any, shall be paid by Seller at or before the Closing. Seller expressly agrees that if it receives any rents, revenues or other payments under the Tenant Leases included in the Tower Assets after the Closing Date but relating to periods ending prior to the Closing Date, it shall remit to Purchaser the moneys so received within five (5) Business Days after receipt thereof.

Notwithstanding the foregoing, at each Closing, Purchaser shall receive a credit for the full amount of all rent due under the Tenant Leases for the two (2) full months immediately following such Closing and Seller shall be entitled to keep all such amounts that it receives from Tenants for such months. The foregoing provision shall survive the Closing.

12. Indemnity.

a. Seller agrees that on and after the Closing Date it shall indemnify and hold harmless Purchaser and its affiliates, and each of their respective members, stockholders, directors, officers, employees, managers, partners, agents and representatives (collectively, the “Purchaser Indemnified Parties”) from and against any and all damages, Claims, losses, expenses, costs, obligations, and liabilities, including without limitation reasonable fees and expenses of attorneys, accountants, and other experts and those incurred to enforce the terms of this Agreement or any Closing Document (collectively, “Loss and Expense”), suffered by the Purchaser Indemnified Parties by reason of or arising out of (i) any misrepresentation or breach of a representation or warranty made by Seller pursuant to this Agreement, any Closing Document, or any collateral document, (ii) any failure by Seller to perform or fulfill any of its covenants or agreements set forth herein or in any Closing Document, and (iii) all Excluded Obligations.

b. Purchaser agrees that on and after the Closing Date it shall indemnify and hold harmless Seller and its members, stockholders, directors, officers, employees, agents and representatives (collectively, the “Seller Indemnified Parties”) from and against any Loss and Expense suffered by the Seller Indemnified Parties by reason of or arising out of (i) any misrepresentation or breach of a representation or warranty made by Purchaser pursuant to this Agreement, the Closing Documents, or any collateral document, (ii) any failure by Purchaser to perform or fulfill any of its covenants or agreements set forth in this Agreement or any Closing Document, and (iii) all Assumed Obligations.

13. Termination. This Agreement may be terminated (i) by Purchaser, in its sole discretion, for any reason prior to the expiration of the Due Diligence Period, and (ii) at any time after expiration of the Due Diligence Period and prior to the Closing only pursuant to the following provisions: (a) by mutual consent of Seller and Purchaser; (b) by Purchaser in the event that Seller is in breach of any of the representations, warranties, covenants or agreements of the Seller contained in this Agreement or in any Closing Document, and such a breach is not capable of being cured or is not cured within ten (10) Business Days of written notice; (c) by Seller in the event that Purchaser is in breach of any of the representations, warranties, covenants or agreements of the Purchaser contained in this Agreement or in any Closing Document, and such a breach is not capable of being cured or is not cured within ten (10) Business Days of written notice; or (d) if any of the Tenant Leases are terminated or threatened to be terminated by notice to Seller. This Section 13 shall not limit Purchaser’s right to terminate during the Due Diligence Period.

14. Risk of Loss. The risk of loss, damage, or destruction to the Tower Assets to be conveyed to Purchaser under this Agreement shall be borne by Seller until the consummation of the Closing. In the event of such loss, damage, or destruction, Seller shall serve immediate notice to Purchaser regarding the nature of such damage. Upon receipt of such notice, Purchaser shall have the option, exercisable in Purchaser’s sole discretion, to terminate this Agreement or to proceed to Closing and to receive at Closing an assignment of insurance proceeds on account of such damage or destruction.

15. Non-Competition. For the ten (10) year period commencing on the Closing Date through and including the tenth (10th) anniversary of the Closing Date (the “Restricted Period”), neither Seller nor any of its Affiliates (and Seller will ensure that none of their respective members of senior management) will, directly or indirectly, own or operate (whether as owner, partner, officer, director, employee, investor, lender or otherwise) any telecommunications tower or site that is located within a one (1) mile radius of the Tower Assets for the purpose of leasing space on or on the ground around such telecommunication tower to any tenant named in Schedule 1(b). Seller acknowledges that both the ten (10) year length of time and the geographic scope set forth in this Section 15 are considered by it to be reasonable given the nature of the business of Purchaser and are necessary to the protection of the business. Further, Seller may not directly or indirectly induce, invite, or conspire to induce or invite any tenant on the Tower Assets to use or lease space in direct competition with Purchaser’s Tower Assets.

16. Agreement to Cooperate. Each of the parties shall use reasonable business efforts (x) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under Applicable Law to consummate the Purchase, and (y) to refrain from taking, or cause to be refrained from taking, any action and to refrain from doing or causing to be done, anything which could impede or impair the consummation of the Purchase. "Reasonable Business Efforts" shall not require the expenditure of more than \$5,000 by the Seller, including attorney's fees.

17. Non-solicitation. From the Effective Date until the earlier to occur of (i) the termination of this Agreement in accordance with its terms and (ii) the Closing Date, Seller will not (and direct any of its respective shareholders, employees, representatives or agents not to), directly or indirectly, solicit, initiate, encourage or participate in negotiations in any manner with respect to, or furnish or cause or permit to be furnished any information to any Person (other than Purchaser or Purchaser's representatives) in connection with, any inquiry or offer for any purchase or sale of any interest in the Tower Assets, or any merger, acquisition, combination, sale or other disposition or similar transaction involving Seller or the Tower Assets (collectively, a "Third-Party Proposal"). Seller shall promptly inform Purchaser of the occurrence of a Third-Party Proposal and the terms thereof.

18. Miscellaneous.

a. This Agreement may be executed in multiple counterparts, including via electronic or digital signature, facsimile or .PDF sent via email, which collectively shall constitute one and the same instrument and is to be construed pursuant to the laws of the State of Arizona. This Agreement sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, successors and assigns, and may be cancelled, modified or amended only by a written agreement of both the Seller and the Purchaser.

b. All notices required hereunder shall be deemed to have been duly given if in writing and mailed by registered, certified mail, postage prepaid, return receipt requested or by email, addressed to the Seller or the Purchaser as the case may be, addressed as follows:

<p>If to Purchaser:</p> <p>Jesse M. Wellner Chief Executive Officer TowerPoint 1170 Peachtree Street Atlanta, GA 30309 Tel: 678-775-0360 Fax: 866-800-0886 Jesse.Wellner@towerpoint.com</p>	<p>If to Seller:</p> <p>Tel: : _____ Fax: : _____ Email: _____</p>
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with a copy to (which shall not constitute notice to Purchaser):	With a copy to (which shall constitute notice to Purchaser):
Jon Lober General Counsel TowerPoint 1170 Peachtree Street Atlanta, GA 30309 Tel: 678-775-0360 Fax: 866-800-0886 Jon.Lober@towerpoint.com	

c. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. To the best of each party's knowledge no employee or agent of any party to this Agreement is in effect, an employee or agent of any party to this Agreement in any capacity or a consultant to any other party of the contract with respect to the subject matter of this Agreement.

d. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement and to any collateral document shall be brought in the federal courts of the State of Arizona and shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under, in connection with this Agreement or any collateral document. Each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding may be served on any party anywhere in the world.

e. Specific Performance and Remedies. In the event the Seller should refuse to perform any of its obligations under this Agreement or any Closing Document, the remedy at law would be inadequate and for breach of such obligation, Purchaser shall, in addition to such other remedies as may be available to it at law or in equity, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by applicable law. Nothing herein contained shall be construed as prohibiting Purchaser from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable law, including the recovery of damages.

f. Assignment. This Agreement shall not be assignable by either party except that Purchaser may assign this Agreement and/or the right to receive the Tower Assets to any Affiliate, any successor by operation of law, or by way of merger, consolidation or sale of all or substantially all of its assets.

g. Costs and Expenses. Each party shall bear its own legal fees and costs incurred in connection with the transactions contemplated hereby. Purchaser shall bear the costs of recordation, together with any deed or stamp taxes arising with respect to the recordation of any of the Closing Documents. Any transfer taxes incurred in connection with the transfer of the Tower Assets shall be paid solely by the Seller.

h. Limitation on Liability. Notwithstanding anything to the contrary contained herein, Purchaser's liability for any breach of this Agreement shall be limited to payment to Seller of the Earnest Money.

The parties have executed this Purchase and Sale Agreement as an instrument under seal as of the day and year first written above.

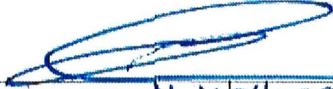
SELLER:

Pima County, Arizona

By: See following signature page
Name:
Title:

PURCHASER:

TPA VI, LLC

By: 
Name: JESSE M. WEINER
Title: CEO

Seller's Approval and Acceptance:

SELLER: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of Board of Supervisors

Date

APPROVED AS TO CONTENT:



Jeffrey Teplitsky, Director, Real Property Services

 4/18/2024

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Bobby Yu, Deputy County Attorney

EXHIBIT A

Definitions

The following terms will have the following meanings throughout this Agreement.

"Affiliate" means, with respect to any Person, (a) any other Person at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (b) any executive officer, director or senior management of such Person, and/or (c) with respect to any partnership, joint venture, limited liability company, or similar entity, any general partner or manager thereof.

"Applicable Law" means any law of any Authority, whether domestic or foreign, to which a Person is subject or by which it or any of its business or operations is subject or any of its property or assets is bound.

"Authority" means any governmental or quasi-authority, whether administrative, executive, judicial, legislative or other, or any combination thereof.

"Business Day" shall mean any day other than Saturday, Sunday or a day on which banking institutions in New York, New York are required by law to be closed.

"Claim" means any liability, obligation, demand, expense, defense, judgment, action, cause of action, suit, proceeding, disbursement or expense (including, with respect thereto, reasonable remediation and investigation expenses and reasonable attorneys', consultants' and other professional fees and disbursements of every kind, nature and description).

"Commences or Commenced" means, with respect to any Tenant Lease, the Tenant thereunder has commenced paying regularly scheduled installments of rent pursuant to the terms thereof and has substantially completed installation of its equipment on the Tower.

"Environmental Health and Safety Requirements" means all federal, state and local statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution and protection of the environment, including without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or by products, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"Effective Date" shall mean the later of the dates that Seller and Purchaser have executed this Agreement.

"Environmental Permit" shall mean any Governmental Authorization required by or pursuant to any Environmental Health and Safety Requirements.

"FAA" means the United States Federal Aviation Administration, or any successor Authority.

"FCC" means the United States Federal Communications Commission, or any successor Authority.

"Governmental Authorizations" means all approvals, concessions, consents, franchises, licenses, permits, registrations and other authorizations of all governmental authorities, in connection with Tower Assets.

"Hazardous Substance" shall mean any substance that is deemed by any Environmental Health and Safety Requirements to be "hazardous," "toxic," a "contaminant" or "waste" or is otherwise regulated by any Environmental Health and Safety Requirements.

"Lien" shall mean any of the following: mortgage; lien (statutory or other); or other security agreement, arrangement or interest; pledge; assignment; charge; attachment; garnishment; encumbrance (including any easement, exception, reservation or limitation, right of way, and the like); conditional sale; title retention; preemptive or similar right; any financing lease; the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other alienation; or any option, equity, claim or right of or obligation to, any other Person, of whatever kind and character.

"Material Adverse Change or Material Adverse Effect" means a change, event or occurrence that, individually or together with any other change(s), event(s) or occurrence(s), has had or would be reasonably expected to have a material adverse change or effect on the cash flow position or results of operations of Seller or the Purchaser or the Tower Assets, as applicable.

"NEPA" means the National Environmental Policy Act of 1969, as amended.

"Permits" shall mean all permits, licenses, authorizations, certificates of occupancy, certificates of completions, variances and similar approvals of any Governmental Authority having jurisdiction over each Site.

"Person" means any natural individual or any entity.

"Seller's Knowledge" shall mean the (a) actual knowledge of (i) officers of the Seller and (ii) employees of any of the Seller whose primary responsibility is the subject matter about which the relevant matter relates and (b) the knowledge that each such person reasonably should possess if he or she has properly discharged his or her duties.

"Tax", shall mean, with respect to any Person, (a) all taxes, including without limitation any income (net, gross or other including recapture of any tax items such as investment tax credits), alternative or add-on minimum tax, gross income, gross receipts, gains, sales, use, leasing, lease, user, ad valorem, transfer, recording, franchise, profits, property, fuel, license, withholding on amounts paid to or by such Person, payroll, employment, unemployment, social security, excise, severance, stamp, occupation, custom, duty or other tax, or other like assessment or charge of any kind whatsoever, together with any interest, levies, assessments, charges, penalties, additions to tax or additional amount imposed by any Authority, (b) any joint or several liability of such Person with any other Person for the payment of any amounts of the type described in (a), and (c) any liability of such Person for the payment of any amounts of the type described in (a) as a result of any express or implied obligation to indemnify any other Person.

"Tower Cash Flow" means, with respect to each Tenant Lease: an amount equal to the product of twelve (12) times the monthly rent as of the date of determination of each Tenant Lease, in each case without giving effect to any free rent provided for therein; *provided*, however, such amount (a) shall not include any security deposits, prepaid rents (unless credited to Purchaser), refunds to tenants, sales, property, excise or similar taxes imposed by Governmental Authorities and collected from subtenants and pass through expenses collected from any tenants, and (b) shall include, in the case of prepaid rent, an apportioned amount of such prepaid rent attributable to such monthly period.

Schedule 1(a)

Sites

WP Site ID	Site Address
23-AZ0019	7999 N. La Cholla Blvd.
23-AZ0020	3588 N. Sabino Canyon
23-AZ0022	5465 Northridge Drive
23-AZ0023	6507 N. Calle Padre Felipe
23-AZ0024	4954 Hacienda del Sol Road
23-AZ0025	4975 N. Calle Bendita
23-AZ0026	4010 N. Craycroft Road
23-AZ0013	6322 Sunrise Drive
23-AZ0014	5571 N. Hacienda Del Sol
23-AZ0009	2955 W. Ironwood Hill Drive
23-AZ0015	7300 N. Shannon Road
23-AZ0028	4575 W. Walker Road
23-AZ0017	3184 N. Calle Castellon
23-AZ0018	3211 N. Soldier Trail
23-AZ0011	6411 N Foothills Drive
23-AZ0012	5104 N. Sabino Canyon Road
23-AZ0006	6420 N. Craycroft Road
23-AZ0007	Sandario Road, South of Tortoise Trail
23-AZ0008	South Camino Alegre & West Los Reales
23-AZ0010	5245 West Sunset Road
23-AZ0027	6045 East Sunrise Drive
23-AZ0021	6756 East Sunrise Drive
(site ID?)	4475 E. Skyline Drive

Schedule 1(b)

Tenant Leases

Site Name / Address	Agreement	Tenant Name	Tenant Rent (Annual)	Tenant Rent Frequency	Escalation (%)	Escalation Frequency (Yrs)	Commence Date	Lease Expiration Date
4575 W. Walker Rd	CTN-IT-21-0062	Vertical Bridge	\$27,042.04	Annually	CPI	Annual	10/15/2011	10/14/2036
6420 N Craycroft	IT-15-0107	Verizon	\$14,364.65	Annually	3.0%	Annual	6/1/2000	5/31/2025
Sandario S of Tortoise Tr	IT-15-0107	Verizon	\$14,364.65	Annually	3.0%	Annual	6/1/2000	5/31/2025
Camino Alegre/Los Reales	IT-15-0107	Verizon	\$14,364.65	Annually	3.0%	Annual	6/1/2000	5/31/2025
2955 W Ironwood Hills	IT-15-0107	Verizon	\$13,029.17	Annually	3.0%	Annual	6/1/2000	5/31/2025
5245 W. Sunset	IT-15-0107	Verizon	\$13,029.17	Annually	3.0%	Annual	6/1/2000	5/31/2025
6411 N Foothills-Sunrise	IT-15-0115	Verizon	\$28,729.33	Annually	3.0%	Annual	7/5/2000	7/4/2025
5104 N Sabino Canyon	IT-15-0115	Verizon	\$28,729.33	Annually	3.0%	Annual	7/5/2000	7/4/2025
6322 E. Sunrise	IT-15-0115	Verizon	\$28,729.33	Annually	3.0%	Annual	7/5/2000	7/4/2025
5571 N Hacienda Del Sol	IT-15-0115	Verizon	\$28,729.33	Annually	3.0%	Annual	7/5/2000	7/4/2025
7300 N. Shannon-Nanini	RPS-22-012	Verizon	\$32,414.64	Annually	3.0%	Annual	2/9/2003	2/8/2028
4475 E. Skyline Dr	RPS-24-0034	Verizon	\$10,500.00	Annually	3.0%	Annual	10/1/2023	9/30/2028
4005 S. Sheridan	RPS-22-0073	Sprint	\$0.00	Annually	3.0%	Annual	6/6/2000	6/5/2025
3184 N. Calle Castellon	RPS-22-0073	Sprint	\$14,364.65	Annually	3.0%	Annual	6/6/2005	6/5/2030
3211 N Soldier Trail	RPS-22-0073	Sprint	\$14,364.65	Annually	3.0%	Annual	6/6/2005	6/5/2030
7999 N. La Cholla	RPS-22-0073	Sprint	\$14,364.65	Annually	3.0%	Annual	6/6/2005	6/5/2030
3588 N Sabino Canyon	RPS-23-0162	T-Mobile	\$14,364.65	Annually	3.0%	Annual	11/3/2000	11/2/2025
6756 E. Sunrise	RPS-23-0162	T-Mobile	\$28,729.33	Annually	3.0%	Annual	11/3/2000	11/2/2025
5465 N. Northridge	RPS-23-0162	T-Mobile	\$14,364.65	Annually	3.0%	Annual	11/3/2000	11/2/2025
6507 N. Calle Padre Filipe	RPS-23-0162	T-Mobile	\$14,364.65	Annually	3.0%	Annual	11/3/2000	11/2/2025
4954 N. Hacienda Del Sol	RPS-23-0162	T-Mobile	\$14,364.65	Annually	3.0%	Annual	11/3/2000	11/2/2025
4975 N. Calle Bendita	RPS-23-0162	T-Mobile	\$14,364.65	Annually	3.0%	Annual	11/3/2000	11/2/2025
4010 N. Craycroft	RPS-23-0162	T-Mobile	\$28,729.33	Annually	3.0%	Annual	11/3/2000	11/2/2025
6048 E. Sunrise	IT-15-014	CCI	\$20,553.31	Annually	3.0%	Annual	11/3/1999	11/2/2024

Schedule 1(c)

Easement Agreement

[Attach form Easement Agreement.]

Record and Return to:

Tower Title
18 Imperial Pl.
Providence, RI 02903
Tower Title No.: _____

Prepared by:

TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the ____ day of _____, 2024 ("Effective Date"), by and between _____ ("Grantor") and TPA VI, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds [fee simple title to] [an easement interest in] certain real property located at _____, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and _____ (the "Telecom Tenant") are parties to that certain use and occupancy agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor, in support of Grantor's highway and road purposes and in furtherance of the intended use of the right of way, grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) in for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s) (as hereinafter defined), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and communications uses, Global Positioning System (GPS) navigational uses, and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing upon the Effective Date, the Term of this Easement shall be for a period of fifty (50) years (the "Term"). Notwithstanding the foregoing, in the event Grantee and any tenants on Grantor's Property cease to use the Easement for a period of more than five (5) years (for reasons other than casualty, condemnation, or Act of God), the Easement shall be deemed surrendered by Grantee. Grantee may surrender this Easement for any reason or at any time by giving thirty (30) days' notice to Grantor. Upon surrender, this Easement shall be terminated, Grantor and Grantee shall execute and record such documents reasonably required to terminate this Easement and neither Grantor nor Grantee will have any further obligations under this Easement. This Easement may not be terminated by Grantor. In the event of termination of the Easement by Grantee, Grantor shall not be responsible for any reimbursement or payments related to the "Purchase Price" to Grantee so long as Grantor does not cause such termination. **Sections 12 and 13** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
5. **Rent Sharing.** A telecommunication tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, may execute a license within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises. After Rent Share Tenant commences rent payment, Grantee will collect and retain all such rent. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4** and by the governmental authority vested with the power to review and approve or deny permits and other use authorizations associated with the Parent Property and the Permitted Use thereon.
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any

construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. Grantee will use commercially reasonable efforts to enforce the obligations of each Easement Tenant, as such obligations appear in the applicable Easement Tenant lease, that each Easement Tenant pay all personal property taxes assessed on, or any portion of such taxes attributable to, their equipment. Grantee will use commercially reasonable efforts to enforce the obligations of each Easement Tenant, as such obligations appear in the applicable Easement Tenant lease, that upon presentation of sufficient and proper documentation, such Easement Tenant will pay, within the time allotted in their respective Easement Tenant lease, any increase in real property taxes levied against Grantor's Property (excluding any additional taxes that relate to the period prior to the commencement date of any Easement Tenant lease, i.e., rollback taxes) which is directly attributable to such Easement Tenant's use of their premises. Grantor agrees that it will reasonably cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes (the "Taxes") levied against Grantor's Property and this Easement. If Grantor fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Grantor after Grantee gives Grantor thirty (30) days' notice. In such event, Grantor shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Grantor's behalf within fifteen (15) business days of Grantor's receipt of an invoice from Grantee. Notwithstanding the foregoing, Grantee shall pay all taxes assessed against any equipment that Grantee installs on the Parent Property. Nothing herein shall diminish any right of Grantor for tax reimbursement directly from any Easement Tenant, as may be provided for in the applicable Easement Tenant Lease. Notwithstanding anything herein to the contrary, so long as the named Grantor is a tax-exempt entity, Grantor shall be a party to this Agreement and shall be exempt from taxation, Grantor shall have no obligation hereunder to pay any taxes or assessments on the Property or this Easement and nothing herein shall be deemed a waiver of Grantor's or any other tax-exempt entity's tax-exempt status.
9. **Insurance.** General liability and property liability insurance with liability limits of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Grantee may carry said insurance under a blanket policy. Grantee shall deliver to Grantor, upon reasonable request but not more than once every six (6) months, certificates evidencing the

existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Grantor.

10. Subordination and Non-Disturbance. Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

11. Mutual General Indemnification. So long as the named Grantor is a political subdivision permitted to self-insure under A.R.S. Section 11-981 (or similar statute) then the indemnification provisions of this paragraph shall not apply and all claims, damages, costs and expenses claimed against Grantor shall be pursued through Grantor's self-insurance program for the management and administration of a system for direct payment of benefits, losses or claims or in any other manner permitted by law. In the event named Grantor does not self-insure then the following indemnification shall apply: Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

12. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. So long as the named Grantor is a political subdivision permitted to self-insure under A.R.S. Section 11-981 (or similar statute) then the indemnification provisions of this paragraph shall not apply and all claims, damages, costs and expenses claimed against Grantor shall be pursued through Grantor's self-insurance program for the management and administration of a system for direct payment of benefits, losses or claims or in any other manner permitted by law. In the event named Grantor does not self-insure then the following indemnification shall apply: Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental

authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

14. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into

this Contract by reference. To the best of each party's knowledge no employee or agent of any other party to this Agreement is in effect, an employee or agent of any party to this Agreement in any capacity or a consultant to any party of the contract with respect to the subject matter of this Agreement.

- e. Bankruptcy. Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- f. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- g. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- h. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR:

Grantor Notice Address:

Director, Real Property Services
201 N. Stone Ave. 6th Floor
Tucson AZ, 85701

With a copy to:

Chief Civil Deputy Attorney
Pima County Attorney's Office, Civil Division
32 North Stone Avenue, Suite 2100
Tucson, AZ 85701

STATE OF _____ }
COUNTY _____ } ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VI, LLC

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA VI, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

[Insert property legal description.]

EXHIBIT B

TELECOM TENANT LEASE

[Insert Telecom Tenant lease citation.]

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and licensed by Grantor as the existing premises under each Telecom Tenant Lease including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

That certain portion of the Parent Property located at what is commonly known as _____, that is co-extensive with the area granted under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

Expanded Easement Area

That certain additional easement area measuring the equivalent total of five hundred (500) square feet in a location to be determined by the telecommunications tenant collocating on the Parent Property described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to _____, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.