

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED THIRD MEETING
Thursday, January 23, 2014
5:00 p.m. (Note Time Change)
(1050 Wilson Blvd., El Dorado Hills, CA)

5:00 p.m.

- I. Call to Order and Pledge of Allegiance

- II. Board Vacancy
 - A. Interview applicants for Board Vacancy
 - B. Appoint applicant to fill Board Vacancy for unexpired term
 - C. Swear in new Board Member

7:30 p.m. (Estimated)

- III. Committee Reports
 - A. Ad Hoc Committee Reports
 - 1. Report on the Committee meeting with Latrobe; review and discuss initiating proceedings for the annexation of Latrobe; give direction to staff regarding next steps
 - 2. Review and approve Resolution 2014-04 initiating proceedings for the annexation of territory (Latrobe District)

- IV. Attorney Items
 - A. Review and approve extension of AT&T cell site lease at Station 84

- V. Oral Communications
 - A. Directors
 - B. Staff

- VI. Adjournment

Note: Action may be taken on any item posted on this agenda.

EL DORADO HILLS COUNTY WATER DISTRICT

BOARD VACANCY

Interview Schedule

January 23, 2014

TIME SLOT	NAME
5:10	Wallace Fullerton
5:25	James Christian
5:40	Jason Anderson
5:55	Steven Willis
6:10	Dan Haverty
6:25	Richard Ross
6:40	John Knight
6:55	Kurt Oneto

Market: Northern California
Cell Site Number: CVU3092
Search Ring Name: El Dorado Hills Fire Station Relo.
Cell Site Name: El Dorado Hills Fire Station Relo. (CA)
Fixed Asset Number: 12798122

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

WHEREAS, Landlord and Tenant entered into that certain California Lease Agreement dated as of March 9, 2006 ("**Original Lease**") whereby Landlord granted to Tenant certain rights in and to the Property (as defined below);

WHEREAS, Landlord and Tenant wish to supersede all of the terms, covenants and conditions of the Original Lease with the terms, covenants and conditions of this Agreement, and to confirm that as of the Rent Commencement Date, their respective obligations under the Original Lease shall be deemed fully performed, and each party shall be fully released and discharged from their respective obligations thereunder, and without the necessity of a further writing exchanged between them; and

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 2180 Francisco Drive, in the City of El Dorado Hills, County of El Dorado, State of California (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

- (i) approximately two hundred eighteen (218) square feet including the air space above such interior space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;
- (ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");
- (iii) that certain space on the building's rooftop and/or façades, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install, repair and replace connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements, subject to Landlord's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord further agrees that Tenant

shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right of way extending from the nearest public right of way to the Premises, subject to Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**" Landlord shall reasonably cooperate with Tenant to ensure that Tenant is reasonably able to connect to all utilities necessary for the construction and operation of the Communication Facility. Tenant will be solely responsible for all costs associated with the installation, maintenance and repair of such connections.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property. Tenant further has the right, but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord also grants to Tenant the right to install, operate and maintain at Tenant's expense, temporary communications transmitting and receiving equipment ("**COW**") on the Property in the location shown on **Exhibit 2** ("**COW Premises**") until such time as Tenant commences full on-air operations of the Communication Facility in the Premises. For all purposes under this Agreement, the term "Premises" shall be deemed to include the COW Premises, and the term "Communication Facility" shall be deemed to include the COW. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** or the COW depicted on **Exhibit 2** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility and/or if **Exhibit 2** includes drawings of the initial installation of the COW, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1** and **Exhibit 2**, subject to the terms and conditions of Section 2(b) below. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to undertake any reasonably appropriate means to secure the Premises at Tenant's expense. Tenant will be allowed to make such alterations to the Premises in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant has the right to modify, supplement, replace, upgrade or expand the equipment, increase the number of antennas or relocate the Communication Facility (collectively, "**Tenant Changes**") at any time during the term of this Agreement, subject to Landlord's prior and reasonable review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

(b) Prior to the initial installation of the Communication Facility, or any Tenant Changes to the Communication Facility, Tenant will supply Landlord with plans and specifications (“**Plans**”) to be reviewed and approved by Landlord prior to commencement of construction. Landlord’s approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord’s (i) failure to respond in writing to Tenant’s proposed Plans within twenty (20) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed conclusively approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. If Landlord disapproves the Plans, then Tenant will provide Landlord with revised Plans, such revisions to be within Tenant’s reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either (i) make further revisions to the Plans and submit them to Landlord for review, or (ii) terminate this Agreement without further obligation or liability by providing written notice to Landlord. Such termination shall be effective upon Landlord’s receipt of Tenant’s written notice of such termination pursuant to this Section 2(b). Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant’s Communication Facility are made.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to One Hundred Three Percent (103%) of the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand One Hundred and No/100 Dollars (\$2,100.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by Fifteen Percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any

charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) For a period of six (6) months following the Effective Date, Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals, subject to Landlord's reasonable review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, at any time prior to the date that is six (6) months following the Effective Date of this Agreement upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to the lesser of (i) twenty-four (24) months' Rent, at the then current rate, or (ii) the Rent due for the balance of the then existing Initial Term or Extension Term, as the case may be, at the current rate; provided, however, that no such termination fee shall be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Tenant acknowledges that Landlord operates a fire station upon the Property and is responsible for emergency fire, medical and other emergency responses. Accordingly, notwithstanding any other terms or provisions hereof, the installation, maintenance and ongoing operation of the Communication Facility shall not interfere with Landlord's emergency equipment or fire and life safety emergency operations on the Property. In the event Tenant's operations on the Property interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after Tenant's receipt of Landlord's written notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be ultimately resolved following notice and cure periods set forth in Section 15(a) below, then thereafter, either party will be entitled to terminate this Agreement upon written notice to the other.

(b) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Thereafter, Landlord will provide additional frequencies to be utilized from time to time in connection with Landlord's emergency service operations. Tenant warrants that its use of the Premises will not interfere with those existing or additional radio frequency uses on the Property so long as such existing and additional radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event Landlord's fire and emergency medical response activities cause Landlord to change radio frequencies, upon Tenant's receipt of Landlord's written notice of such change in radio frequencies, Tenant shall promptly take all reasonable steps necessary to ensure that Tenant's operations on the Property do not interfere with such frequencies. Alternatively, Tenant may elect to terminate this Agreement pursuant to Section 6 above.

(c) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(d) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. The effectiveness of Landlord's representations and warranties set forth in Sections 10(a) and 10(b) shall not be diminished by the contents of any documents or matters of record known or knowable by Tenant.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, to the best of Landlord's knowledge except as may be identified in **Exhibit 11**, attached to this Agreement: (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos containing materials and lead paint; and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of

liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have seven (7) day per week pedestrian and vehicular access between the hours of 7:00AM PST – 8:00PM PST to and over the Property, from an open and improved public road to the Premises (“**Access**”), for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Notwithstanding the foregoing, in the event of an emergency (which shall be deemed to include any outage or failure of the Communication Facility) Tenant shall have twenty-four (24) hour per day, seven (7) day per week Access to the Premises, provided that Tenant shall provide notice to Landlord as may be practicable in light of such emergency.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term and all damage directly occasioned by such removal shall be repaired by Tenant. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant’s operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby covenants and agrees to fully cooperate with any company providing utilities or similar services, including electrical power and telecommunications to ensure that such utilities or similar services support the continuous operation of Tenant's Communication Facility in the Premises.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) any Affiliate (as defined in Section 24(i) below) of Tenant, or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent, only to an Affiliate of Tenant. Tenant may not otherwise assign this Agreement or sublease the Premises without Landlord's consent, in Landlord's sole and absolute discretion.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CVU3092
 Search Ring Name: El Dorado Hills Fire Station Relo.
 Cell Site Name: El Dorado Hills Fire Station Relo. (CA)
 Fixed Asset No.: 12798122
 575 Morosgo Drive NE
 Suite 13F, West Tower
 Atlanta, GA 30324

With a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site #: CVU3092
Search Ring Name: El Dorado Hills Fire Station Relo.
Cell Site Name: El Dorado Hills Fire Station Relo. (CA)
Fixed Asset No.: 12798122208
S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: El Dorado Hills County Water District
1050 Wilson Blvd.
El Dorado Hills, CA 95762

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within ninety (90) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant, such consent not to be unreasonably withheld, conditioned or delayed.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: CVU3092
Search Ring Name: El Dorado Hills Fire Station Relo.
Cell Site Name: El Dorado Hills Fire Station Relo. (CA)
Fixed Asset No.: 12798122
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9 and California FTB Form 590
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment, as determined by radio propagation tests performed by Tenant. Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB Form 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 and California FTB Form 590, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address .

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** [Intentionally omitted.]

(o) **TERMINATION OF ORIGINAL LEASE.** As of the Effective Date, the Original Lease is hereby terminated and without the necessity of a further writing exchanged between Landlord and Tenant. Neither Landlord nor Tenant shall have any further rights or remedies under the Original Lease. All obligations of each party are deemed to have been fully performed and discharged, and each party hereby fully releases the other from all injury, loss, damage or liability (or any claims in respect of

the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) thereunder to the maximum extent permitted under applicable Laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

El Dorado Hills County Water District,
a county water district

By: _____
Print Name: _____
Its: _____
Date: _____, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2014

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 7

to the Structure Lease Agreement dated _____, 2014, by and between El Dorado Hills County Water District, a county water district, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land is situated in the County of El Dorado, State of California recorded January 5, 1981 in Document 1942-533.

The Premises are described and/or depicted as follows:

[100% Client Revised Zoning Drawings Dated April 3, 2013, Created by Streamline Engineering and Design, Inc., Consisting of Six (6) Pages to be Attached]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

DESCRIPTION OF COW PREMISES

Page 1 of 10

to the Structure Lease Agreement dated _____, 2014, by and between El Dorado Hills County Water District, a county water district, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land is situated in the County of El Dorado, State of California recorded January 5, 1981 in Document 1942-533.

The COW Premises are described and/or depicted as follows:

[100% Construction Drawings Dated August 12, 2013, Created by Streamline Engineering and Design, Inc., Consisting of Nine (9) Pages to be Attached]

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that, to the best of Landlord's knowledge after reasonable investigation, the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 7 day per week access to the leased area between the hours of 0700-2000, except for in the event of an emergency (which is deemed to include any outage or failure of the telecommunications equipment) whereby AT&T and its representatives will have 24 hour per day, 7 per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

**Recording Requested By
& When Recorded Return to:**

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 23F, West Tower
Atlanta, GA 30324

APN: 110-010-08-100

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

Cell Site Number: CVU3092
Search Ring Name: El Dorado Hills Fire Station Relo.
Cell Site Name: El Dorado Hills Fire Station Relo. (CA)
Fixed Asset Number: 12798122
State: California
County: El Dorado

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

El Dorado Hills County Water District,
a county water district

By: _____
Print Name: _____
Its: _____
Date: _____, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2014

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2014, by and between El Dorado Hills County Water District, a county water district, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land is situated in the County of El Dorado, State of California recorded January 5, 1981 in Document 1942-533.

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in El Dorado County to be Attached]

W-9 FORM

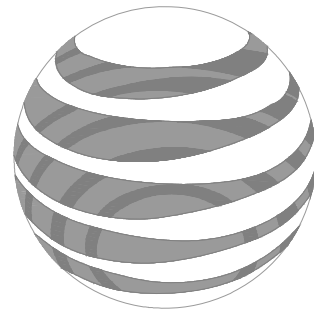
[IRS FORM W-9 (revised August 2013) FOLLOWS ON NEXT PAGE]

FTB FORM 590

[CALIFORNIA FTB FORM 590 FOLLOWS ON NEXT PAGE]

LINE TYPE LEGEND

—○—○—○—	CHAIN LINK FENCE
-----	HIDDEN LINE
-----	PROPERTY LINE
— COAX — COAX —	COAX RUN
— FIB/P —	FIBER/POWER RUN
— x — x — x — x —	BARBED WIRE
— P — P — P —	POWER CONDUIT
— T — T — T —	TELCO CONDUIT



at&t

EL DORADO HILLS FIRE STATION CV3092

**EL DORADO
HILLS
FIRE STATION**

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

Δ	DATE	DESCRIPTION	
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY:	S. EHNAT
CHECKED BY:	C. MATHESEN
APPROVED BY:	-
DATE:	04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghton Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN. NO PARTS OF THESE PLANS OR SPECIFICATIONS ARE TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2013 STREAMLINE ENGINEERING AND DESIGN. ALL RIGHTS RESERVED.

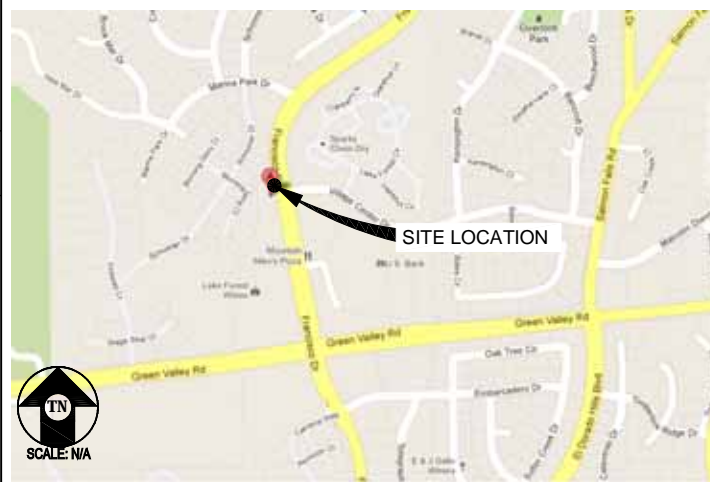
PROJECT DESCRIPTION

A MODIFICATION TO AN (E) UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF ADDING A (P) 21'-9"X10'-0" AT&T LEASE AREA W/ A POWER PLANT, A (P) BATTERY RACK, (3) (P) 6601 RBS UNITS, (5) (P) 19" RACKS, A (P) TELCO BOX, A (P) CIENA & UAM UNIT, A (P) ELECTRIC METER W/ 200A MAIN, A (P) SUB PANEL, (2) (P) HVAC UNITS, & (6) (P) Ø6" CONDUITS W/ (P) INNERDUCT FOR FIBER & DC POWER. ALSO ADDING (12) (P) AT&T ANTENNAS W/ (4) (P) FRP SCREENS PAINTED & TEXTURED TO MATCH (E) HOSE TOWER, (3) (P) SURGE SUPPRESSORS, (15) (P) RRS-11'S, & A (P) 24" CABLE TRAY.

PROJECT INFORMATION

SITE NAME:	EL DORADO HILLS FIRE STATION	SITE #:	CV3092
COUNTY:	EL DORADO	JURISDICTION:	CITY OF EL DORADO HILLS
APN:	110-010-08-100	POWER:	PG&E
SITE ADDRESS:	2180 FRANCISCO DRIVE EL DORADO HILLS, CA 95762	TELEPHONE:	AT&T
CURRENT ZONING:	-		
CONSTRUCTION TYPE:	V		
OCCUPANCY TYPE:	U, (UNMANNED COMMUNICATIONS FACILITY)		
PROPERTY OWNER:	EL DORADO WATER DISTRICT PO BOX 88 EL DORADO HILLS, CA 95762		
APPLICANT:	AT&T 4430 ROSEWOOD DR BLDG 3, 6TH FLOOR PLEASANTON, CA 94588		
LEASING CONTACT:	ATTN: BUZZ LYNN (916) 730-4420		
ZONING CONTACT:	ATTN: BUZZ LYNN (916) 730-4420		
CONSTRUCTION CONTACT:	ATTN: TODD MERRILL (530) 605-5765		
LATITUDE:	N 38° 42' 44.29" NAD 83 N 38.712303		
LONGITUDE:	W 121° 05' 11.08" NAD 83 W -121.086611		
AMSL:	±663.3'		

VICINITY MAP



DRIVING DIRECTIONS

FROM: 4430 ROSEWOOD DR BLDG 3, 6TH FLOOR, PLEASANTON, CA 94588
TO: 2180 FRANCISCO DRIVE EL DORADO HILLS, CA 95762

1. HEAD EAST ON ROSEWOOD DR 20 FT
2. MAKE A U-TURN 0.5 MI
3. TURN RIGHT ONTO OWENS DR 0.2 MI
4. TURN RIGHT ONTO HACIENDA DR 0.3 MI
5. MERGE ONTO I-580 W VIA THE RAMP TO OAKLAND 1.8 MI
6. TAKE EXIT 44B TOWARD SACRAMENTO 0.5 MI
7. MERGE ONTO I-680 N 26.1 MI
8. SLIGHT LEFT ONTO I-680 0.5 MI
9. MERGE ONTO I-680 N 13.9 MI
10. TAKE EXIT 71A TOWARD I-80 E/SACRAMENTO 0.5 MI
11. MERGE ONTO I-80 E 40.9 MI
12. CONTINUE ONTO I-80BUS E/US-50 E 5.3 MI
13. CONTINUE ONTO US-50 E 24.4 MI
14. TAKE EXIT 30B TOWARD EL DORADO HILLS BLVD 0.3 MI
15. MERGE ONTO LATROBE RD 482 FT
16. CONTINUE ONTO EL DORADO HILLS BLVD 3.6 MI
17. TURN LEFT ONTO FRANCISCO DR 0.7 MI
18. MAKE A U-TURN AT VILLAGE CENTER DR 52 FT

END AT: 2180 FRANCISCO DRIVE EL DORADO HILLS, CA 95762

ESTIMATED TIME: 1 HOUR 55 MINUTES ESTIMATED DISTANCE: 119 MILES

CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. 2010 CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 & 25)
2. 2010 CALIFORNIA BUILDING CODE
3. 2010 CALIFORNIA ELECTRICAL CODE
4. 2010 CALIFORNIA MECHANICAL CODE
5. 2010 CALIFORNIA PLUMBING CODE
6. 2010 CALIFORNIA FIRE CODE
7. LOCAL BUILDING CODES
8. CITY/COUNTY ORDINANCES
9. ANSI/EIA-TIA-222-G

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

DISABLED ACCESS REQUIREMENTS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. DISABLED ACCESS & REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA STATE BUILDING CODE TITLE 24 PART 2, SECTION 1134B.2.1, EXCEPTION 4

SHEET INDEX

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	-
A-1	SITE PLAN	-
A-2	EQUIPMENT PLAN & DETAILS	-
A-3	ANTENNA PLAN & DETAILS	-
A-4	ELEVATIONS	-
A-5	DETAILS	-

APPROVAL

RF
LEASING
ZONING
CONSTRUCTION
AT&T
ERICSSON

at&t

4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:

TITLE

SHEET NUMBER:

T-1

EL DORADO HILLS FIRE STATION

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

△	DATE	DESCRIPTION	
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: S. EHNAT

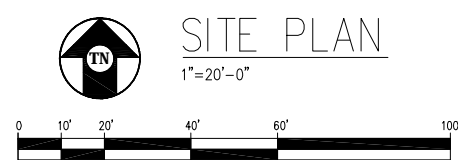
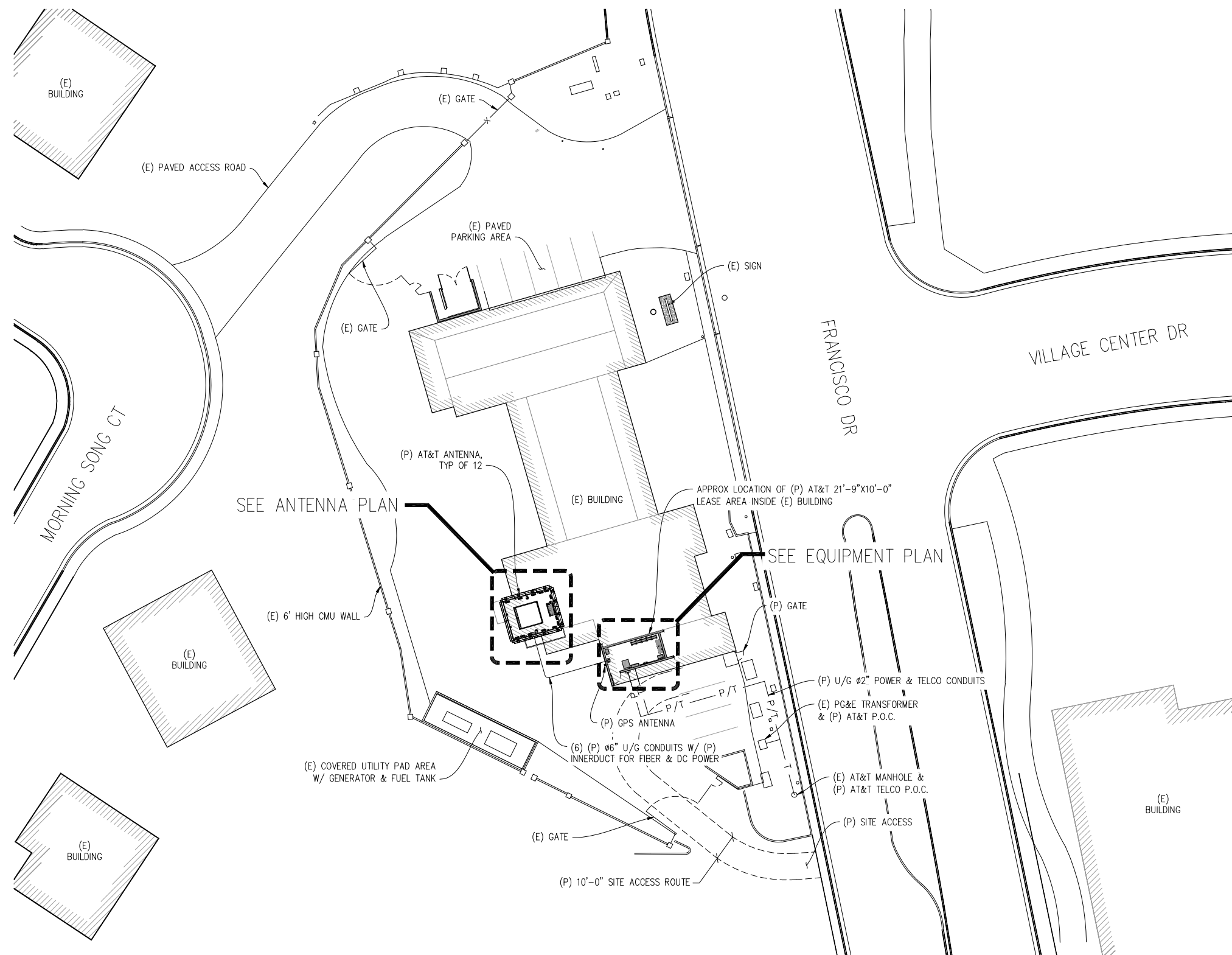
CHECKED BY: C. MATHESEN

APPROVED BY: -

DATE: 04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghtby Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, INC. WHETHER THE PRODUCTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE PLANS AND SPECIFICATIONS ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2013 BY STREAMLINE ENGINEERING AND DESIGN, INC. ALL RIGHTS RESERVED.



at&t

4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:
SITE PLAN

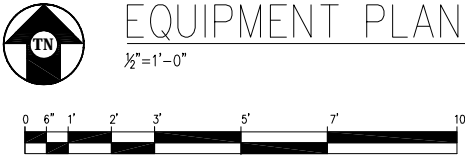
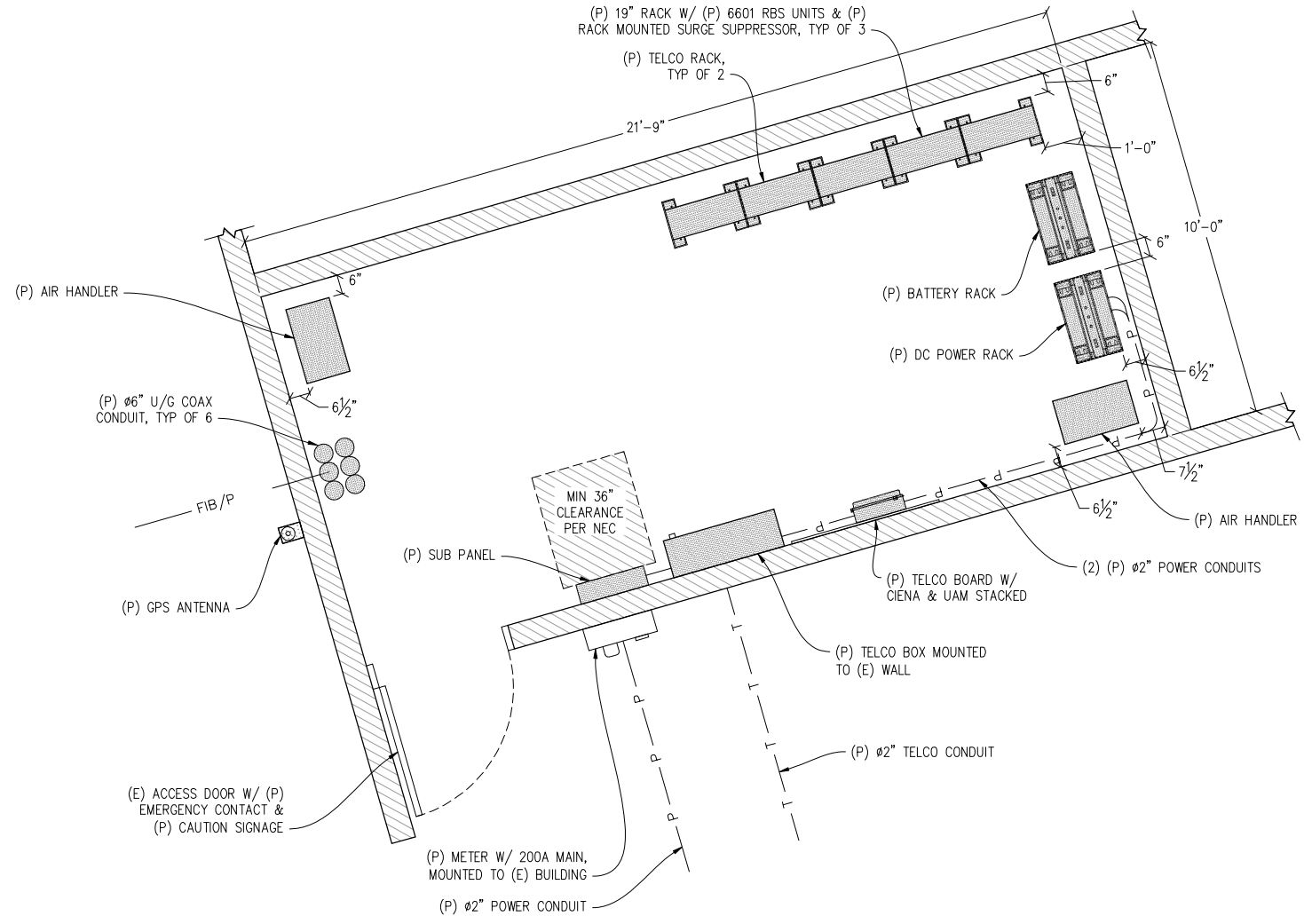
SHEET NUMBER:
A-1



1 TYPICAL CAUTION SIGN



2 TYPICAL CAUTION SIGN



NOTE: ALL (N) EQUIPMENT CABINETS & EQUIPMENT RACKS TO BE INSTALLED W/ ELECTRICAL ISOLATION PAD

EL DORADO HILLS FIRE STATION

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

Δ	DATE	DESCRIPTION	S.E.
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: S. EHNAT
CHECKED BY: C. MATHESEN
APPROVED BY: -
DATE: 04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghtby Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

THIS PLAN AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, INC. WHETHER THE PRODUCTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE INSTRUMENTS OF SERVICE SHALL BE KEPT IN THE OFFICE OF THE ENGINEER. COPYRIGHT © 2013 STREAMLINE ENGINEERING AND DESIGN, INC. ALL RIGHTS RESERVED.

at&t
4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:
EQUIPMENT PLAN & DETAILS

SHEET NUMBER:
A-2

EL DORADO HILLS FIRE STATION

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

Δ	DATE	DESCRIPTION	
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: S. EHNAT

CHECKED BY: C. MATHESEN

APPROVED BY: -

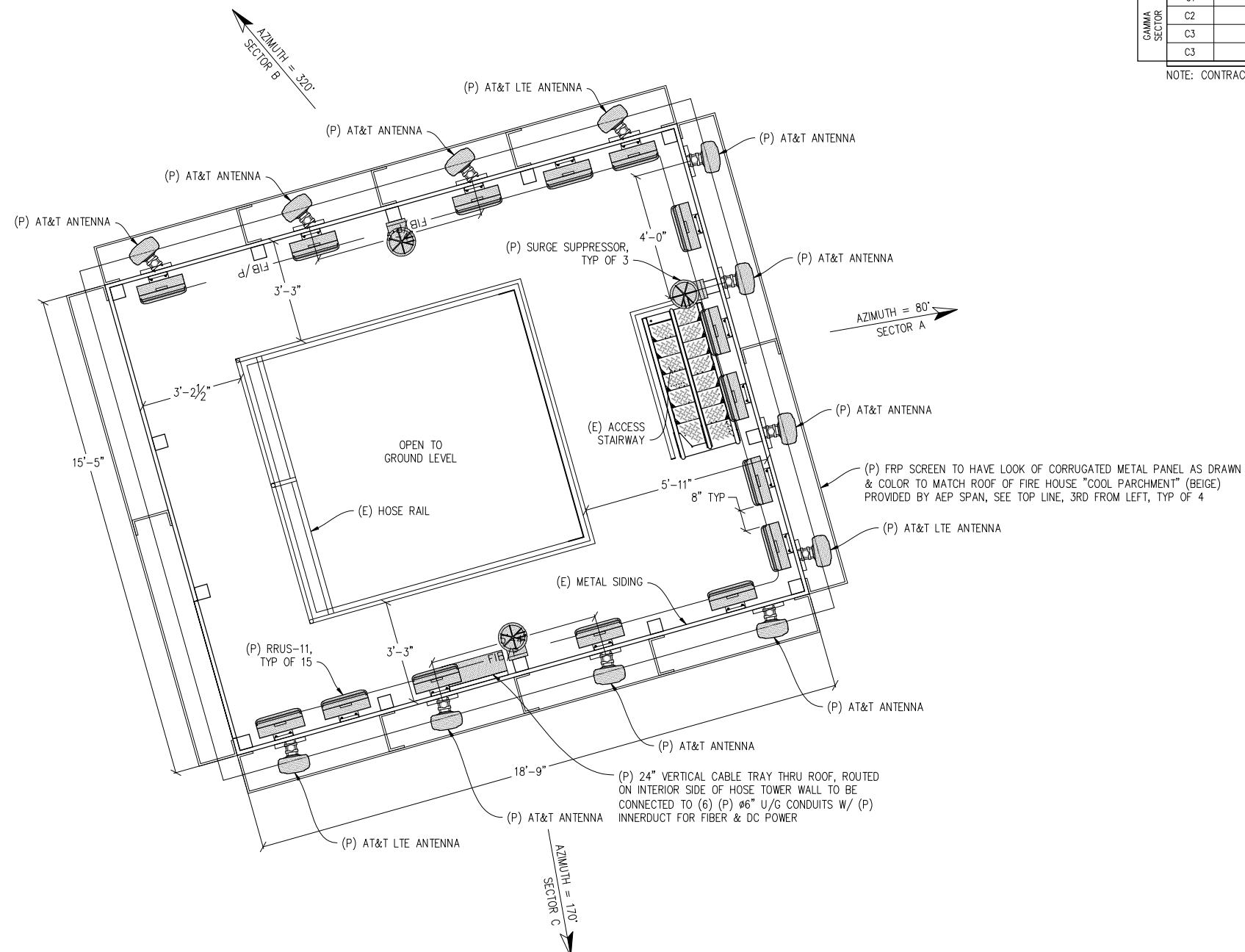
DATE: 04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghtby Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

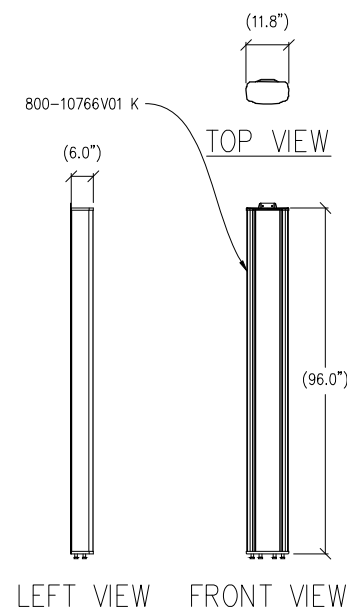
THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, INC. NO PART OF THESE PRODUCTS FOR WHICH THEY ARE MADE ARE TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2013 STREAMLINE ENGINEERING AND DESIGN, INC. ALL RIGHTS RESERVED.

ANTENNA & CABLE SCHEDULE										
ANTENNAS							CABLING			
ANTENNA POSITION	ANTENNA MODEL	RAD CENTER	AZIMUTH	MDT	EDT	RET	TMA OR DIPLEXER	NO. OF COAX CABLES	COAX DIA.	COAX LENGTH
ALPHA SECTOR	A1	800-10765V01K	47-0°	80°	0°	0° YES	N/A	FIBER	N/A	N/A
	A2	800-10765V01K	47-0°	80°	0°	0° YES	N/A	FIBER	N/A	N/A
	A3	800-10765V01K	47-0°	80°	0°	0° YES	N/A	FIBER	N/A	N/A
	A4	800-10765V01K	47-0°	80°	0°	0° YES	N/A	FIBER	N/A	N/A
BETA SECTOR	B1	800-10765V01K	47-0°	320°	0°	0° YES	N/A	FIBER	N/A	N/A
	B2	800-10765V01K	47-0°	320°	0°	0° YES	N/A	FIBER	N/A	N/A
	B3	800-10765V01K	47-0°	320°	0°	0° YES	N/A	FIBER	N/A	N/A
	B4	800-10765V01K	47-0°	320°	0°	0° YES	N/A	FIBER	N/A	N/A
GAMMA SECTOR	C1	800-10765V01K	47-0°	170°	0°	0° YES	N/A	FIBER	N/A	N/A
	C2	800-10765V01K	47-0°	170°	0°	0° YES	N/A	FIBER	N/A	N/A
	C3	800-10765V01K	47-0°	170°	0°	0° YES	N/A	FIBER	N/A	N/A
C3	800-10765V01K	47-0°	170°	0°	0° YES	N/A	FIBER	N/A	N/A	

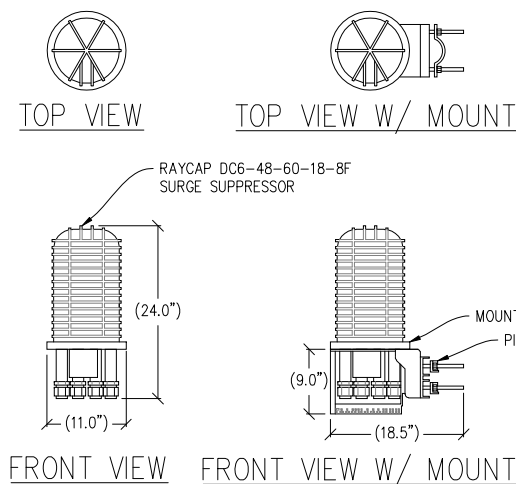
NOTE: CONTRACTOR TO VERIFY LATEST RF DESIGN



ANTENNA PLAN
1/2"=1'-0"

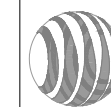


1 ANTENNA DETAIL
1/2"=1'-0"



2 SURGE SUPPRESSOR DETAIL
1"=1'-0"

at&t



4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:

ANTENNA PLAN & DETAILS

SHEET NUMBER:

A-3

EL DORADO HILLS FIRE STATION

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

Δ	DATE	DESCRIPTION	S.E.
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: S. EHNAT

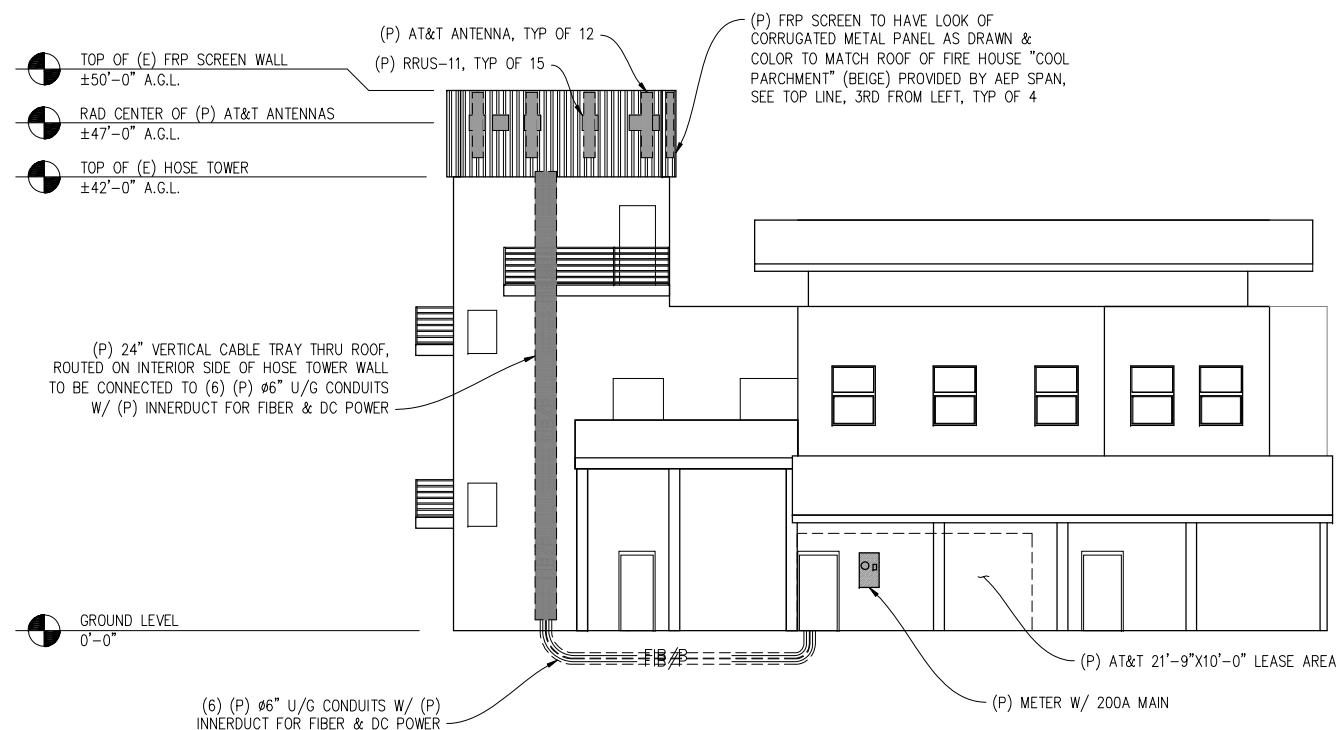
CHECKED BY: C. MATHESEN

APPROVED BY: -

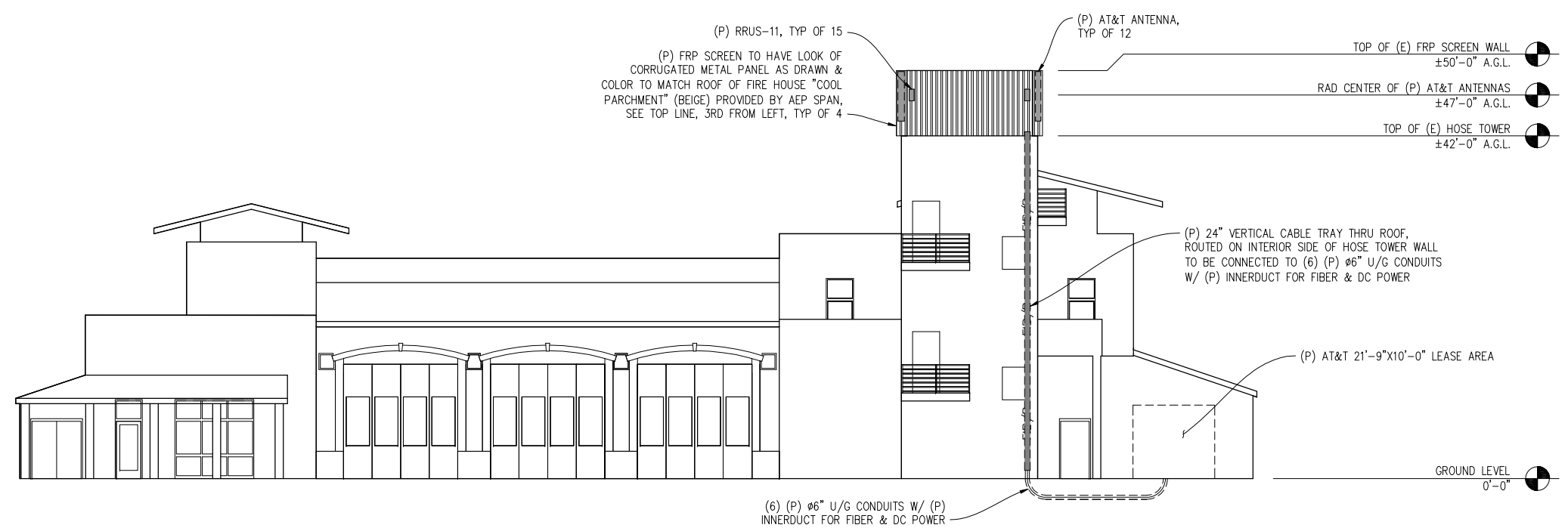
DATE: 04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghtby Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, INC. WHETHER THE PRODUCTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE PLANS AND SPECIFICATIONS ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2013 STREAMLINE ENGINEERING AND DESIGN, INC. ALL RIGHTS RESERVED.



SOUTH ELEVATION
1/8"=1'-0"



WEST ELEVATION
1/8"=1'-0"

at&t

4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-4

EL DORADO HILLS FIRE STATION

CV3092
2180 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

ISSUE STATUS

Δ	DATE	DESCRIPTION	S.E.
	02/26/13	ZD 90%	S.E.
	03/20/13	ZD 100%	R.N.
	04/03/13	CLIENT REV	R.N.
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: S. EHNAT

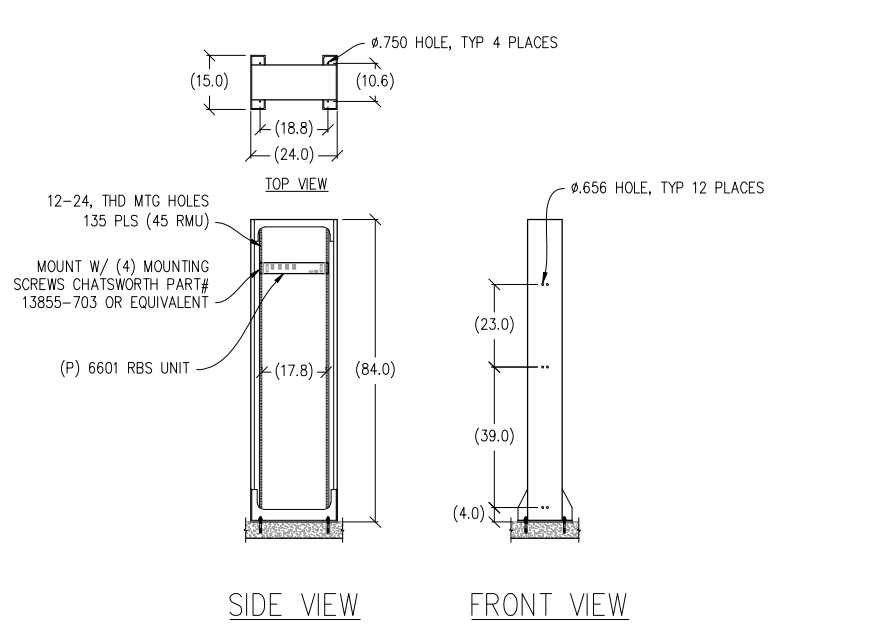
CHECKED BY: C. MATHESEN

APPROVED BY: -

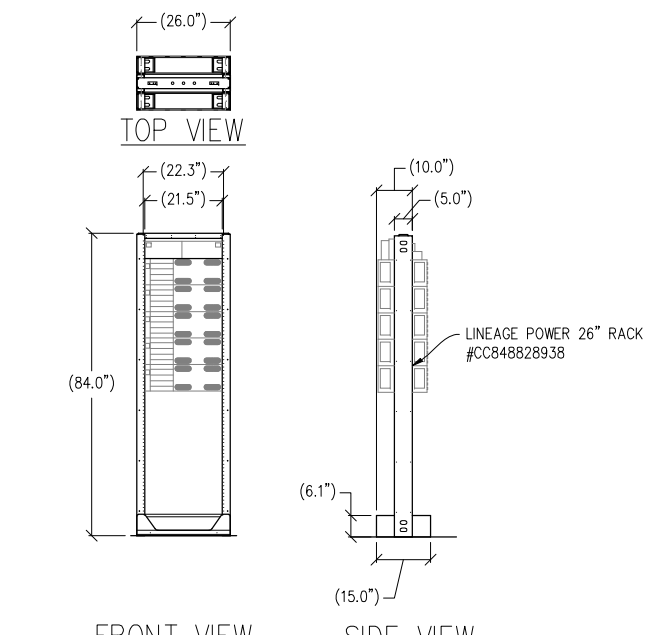
DATE: 04/03/13

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Larry Houghtby Phone: 916-275-4180
E-Mail: larry@streamlineeng.com Fax: 916-660-1941

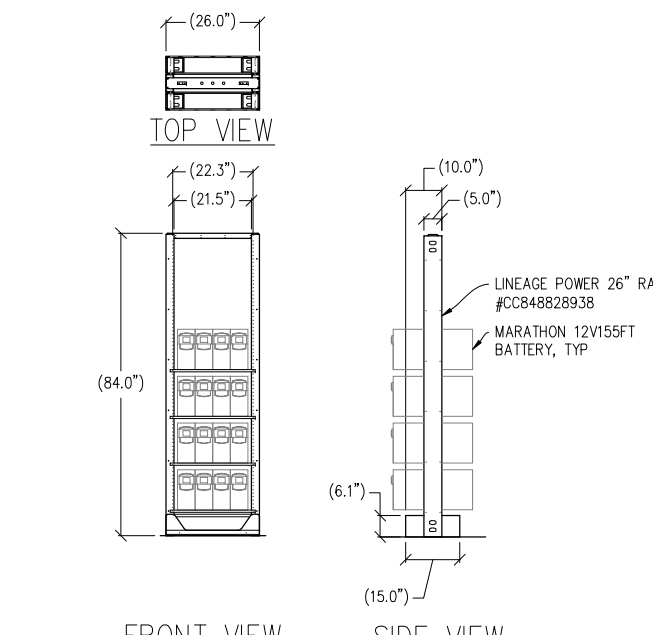
THIS PLAN AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, INC. WHETHER THE PRODUCTS FOR WHICH THEY ARE MADE ARE FACULTY OR NOT. THESE INSTRUMENTS OF SERVICE ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2013 STREAMLINE ENGINEERING AND DESIGN, INC. ALL RIGHTS RESERVED.



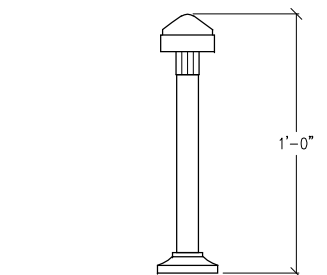
① 19" SEISMIC RACK W/ (P) 6601 DETAIL
1/2"=1'-0"



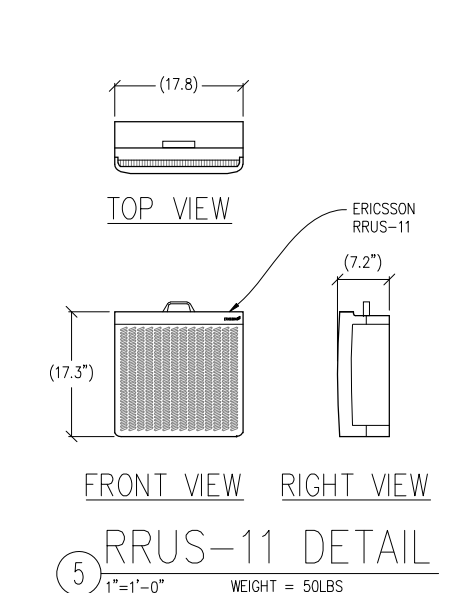
② DC POWER 26" RACK DETAIL
1/2"=1'-0"



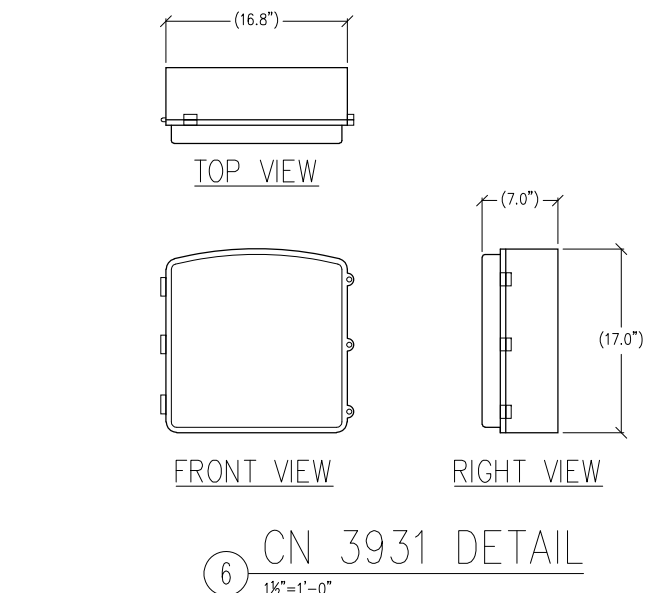
③ 26" BATTERY RACK DETAIL
1/2"=1'-0"



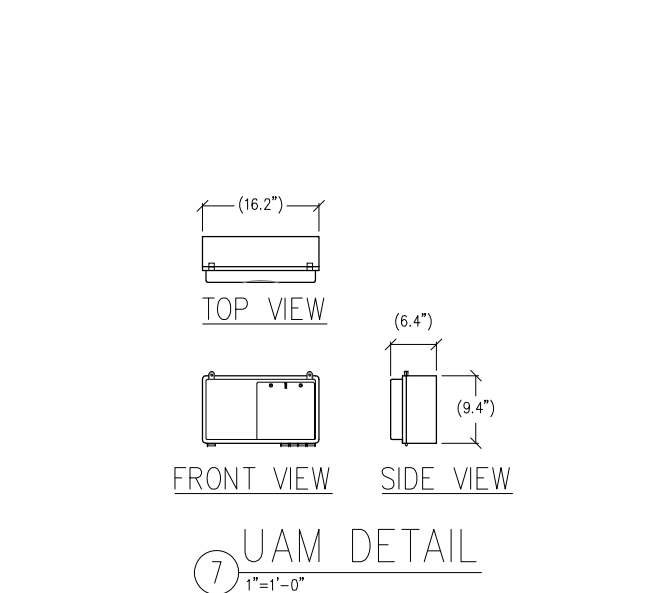
④ GPS DETAIL
3"=1'-0"



⑤ RRUS-11 DETAIL
1"=1'-0"



⑥ CN 3931 DETAIL
1/2"=1'-0"



⑦ UAM DETAIL
1"=1'-0"

at&t
4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94588

SHEET TITLE:
DETAILS
SHEET NUMBER:
A-5

RESOLUTION 2014 - _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EL DORADO HILLS COUNTY WATER DISTRICT
INITIATING PROCEEDINGS FOR AN EXPANSION OF THE EXISTING
SPHERE OF INFLUENCE AND THE ANNEXATION OF TERRITORY TO THE
EL DORADO HILLS COUNTY WATER DISTRICT**

RECITALS

WHEREAS, the Board of Directors of the EL DORADO HILLS COUNTY WATER DISTRICT (“EDHCWD”) does hereby resolve and order as follows:

A. Application and proposal is hereby made to the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION (“LAFCO”) for expansion of the EDHCWD Sphere of Influence and the annexation to EDHCWD of certain property comprised of the entirety of the existing Latrobe Fire Protection District (“LFPD”), as more fully described in **Exhibit “A.”**

B. It is desired that the proposed annexation provide for and be made subject to the following terms and conditions.

1. That the Board of Directors of the Latrobe Fire Protection District (“Latrobe BOD”) agrees to the annexation and the conditions set forth herein and submits to LAFCO a Resolution providing for the dissolution of the existing Latrobe Fire Protection District and annexation to the EDHCWD.

2. That this annexation shall occur, if at all, only after successful AB-8 negotiations have concluded resulting in a seventeen percent (17%) property tax increment accruing to the EDHCWD for properties within the entire annexed territory. All existing assessments / special taxes within the annexed territory shall continue post-annexation. The annexation shall be further conditioned upon confirmation by the El Dorado County Auditor-Controller and/or Treasurer/Tax Collector that the current ERAF exemption applicable to EDHCWD will be unaffected by this annexation and that the exemption shall apply prospectively to all areas annexed.

3. There shall be no change to the governing structure of the EDHCWD BOD. Three (3) seats will be subject to open district-wide election in November, 2014 and the remaining two (2) seats will be subject to open, district-wide election in November, 2016.

4. There shall be an advisory council established and comprised of Latrobe BOD members and Latrobe residents, to advise the EDHCWD regarding issues of importance to the Latrobe service area, commencing at annexation and continuing for so long as necessary, but not less than one (1) year from and after the annexation.

5. That adequate staffing and deployment commitments have been agreed upon and are set forth in the “Plan For Service” jointly developed by EDHCWD and LFPD, a copy of which is attached as **Exhibit “B”**.

6. To ensure an ongoing sense of community within the Latrobe service area, Latrobe area stations will be identified with branding which recognizes both the EDHCWD and the Latrobe community (e.g. El Dorado Hills Fire Department – Latrobe Station 91). Similar branding will be utilized on apparatus. Further details are set forth in the Plan For Service.

7. The existing lease agreements for Stations 91 and 92 shall be extended upon their existing terms for a period of not less than fifty (50) years from the date of annexation and Landlord consents to assignment of such leasehold interests shall be secured prior to annexation approval. All other property owned or controlled by LFPD shall be deeded (or otherwise transferred, as applicable) to EDHCWD upon annexation.

8. All retained personnel shall be subject to EDHCWD policies and procedures. All personnel issues shall be resolved by and between the parties prior to LAFCO approval. Additional detail is contained in the Plan For Service.

C. The reasons for this proposal are as follows:

This jointly proposed annexation, with agreed upon conditions, will stabilize and secure the financial condition of the Latrobe FPD, ensure appropriate levels of emergency fire and medical response to all areas of the resulting District, eliminate redundant management personnel, increase operations and efficiencies and maximize available resources.

D. The following are the affected agencies:

1. El Dorado Hills County Water District
2. Latrobe Fire Protection District
3. El Dorado County

E. Request is hereby respectfully made that proceedings be undertaken by the El Dorado County LAFCO for the annexation proposed herein, only in connection with a simultaneous proceeding for dissolution and annexation voluntarily proposed by the Latrobe Fire Protection District.

F. The Clerk of the Board is hereby instructed to file a copy of this Resolution with LAFCO.

Upon motion made by Director _____, seconded by Director _____, this Resolution is passed and adopted by the EDHCWD BOD this ____ day of January, 2014, by the following vote:

Ayes: _____
Noes: _____
Abstain: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON NEXT PAGE.]

By: _____
Its: President of the Board of Directors

CERTIFICATION

I hereby certify that the foregoing is a fully, true and correct copy of a resolution duly and regularly introduced, passed and adopted by the members of the Board of Directors of the _____ District in the County of El Dorado, on _____, 20____.

By: _____
Its: Secretary of the Board of Directors

DRAFT

EXHIBIT "A"

(to be attached)

DRAFT

EXHIBIT "B"
PLAN FOR SERVICE

(to be attached)

DRAFT

El Dorado Hills Fire Department / Latrobe Fire Protection District Annexation

Plan for Service

Exhibit A – January 21, 2014

Background

The El Dorado Hills County Water District known as the El Dorado Hills Fire Department (EDHFD) is governed by a five member Board of Directors elected at large from within the district boundaries. EDHFD currently staffs four full time stations. Minimum staffing consists of three (3) three-person engine companies, one (1) four-person truck company, and one (1) Shift Battalion Chief. EDHFD also staffs a two-person medic unit as part of the El Dorado County Emergency Services Authority (JPA) located at Station 85 giving us a total of 48 line staff. An organization chart and district map of station locations has been included as part of your packet.

Administratively, the El Dorado Hills Fire Department has three Chief Officers which include one Fire Chief, one Division Chief (Training/Prevention), and one Battalion Chief (Administrative Support/Specialist) all located at Station 85. Our current work schedule for the Chief Officers ensures that a Chief Officer is available for support in addition to the Shift Battalion Chief Monday through Friday from 08:00 to 18:00 hours. These Administrative Chief Officers are responsible for Training, Fire Prevention, and Administrative Support; they also provide back-up district coverage for large scale emergency scene management.

The El Dorado Hills Fire Department is also currently working under a work share agreement with Rescue Fire Protection District which gives us the support of an additional Chief Officer (Rescue Fire Chief) in trade for the El Dorado Hills Fire Department Battalion Chief coverage and Fire Prevention and Training Program coordination.

Administrative/Clerical Support is provided by one Operations Specialist, one Fire Prevention Specialist, one Fire Prevention Assistant, and three Administrative Assistants. Accounting and Financial Management is provided by one Chief Financial Officer.

Our excellent level of paid staffing is augmented by a robust Volunteer Firefighter and Apprentice program of 45 active personnel that are trained and capable of back-up staffing or augmented emergency response. This combination of paid and volunteer emergency response staffing allows us to provide unparalleled service to our community. Additionally our fiduciary practices of maintaining a one year operational reserve in the bank provides a stable financial platform for continued emergency services regardless of economic anomalies.

The El Dorado Hills Fire Department has a very diverse response district ranging from extremely rural non-hydrant areas to dense semi-urban areas with hydrants. The district also includes a river, a lake with marina, multiple wildland urban interface threats, a large Business Park with

multiple hazards, an EID Waste Water Treatment Plant, and a Town Center with multiple merchants including a movie theater and a hotel which bring significant transient challenges. All of this is connected with several major highways.

Over the years we have developed our performance standards, policies, procedures, personnel and equipment to meet these diverse challenges. It is anticipated that our wide breadth of Administrative, Line and Volunteer experience will allow us to blend the newly combined district into one cohesive Fire Department. It is also important to note that over the last few years, the Latrobe Fire Protection District and the El Dorado Hills Fire Department have worked well together on many aspects of Training, District Response and Fire Prevention. The relationship between our Districts and our extensive history together would make the integration of the two districts relatively seamless.

Once annexation is complete, current EDHFD performance standards, policies and procedures will be sufficient to operate safely and enable the combined department to provide an increased level of service to the Latrobe area residents.

Please see the following “Service Agreement” that has been reviewed and agreed to by both EDHFD and LFPD Boards.

Proposed Staffing & Current LFPD Personnel

1. Latrobe Area Staffing Upon Annexation (Hours/Personnel)

- a. The Latrobe Community would be staffed 08:00 to 18:00 seven days per week, with after hour response from Volunteers, Apprentices, and the closest staffed resource, most likely Station 87.
- b. A crew of three (3) people standard, two (2) person minimum, one (1) Supervisor/Captain, with up to two (2) Firefighters, one of which is Driver Operator Certified.
 - i. The Supervisor position would consist of one part time Supervisor/Captain (also known as the Latrobe Area Coordinator) 3 days per week (30 hours/week) and one Line Captain 4 days per week (40 hours/week).
 - ii. In the event that special circumstances prohibit a Driver Operator from staffing a Latrobe Area Station, the Supervisor/Captain would fill the role of Driver Operator.
- c. The Firefighter positions could be staffed with current Latrobe Paid Staff, Latrobe Volunteers, and qualified EDH Apprentices or Volunteers.
- d. It is the intent to staff with ALS personnel whenever possible. Latrobe Area Volunteers or Apprentices holding a Paramedic License would be encouraged to achieve accreditation within El Dorado County. EDHFD would support this effort.
- e. EDHFD personnel must have orientation and sign off to work in Latrobe.
- f. Latrobe Fire Protection District (LFPD) personnel must have an orientation and sign off to work in EDHFD.
 - i. Note: All personnel will be required to meet all rules, regulations, and job requirements of the job classification they wish to work under.
 - ii. Latrobe Part Time Supervisor/Captain - Latrobe Area Coordinator would not be qualified to work as a Captain in any of the current EDHFD fire stations until meeting all qualifications currently required for the rank of Captain under EDHFD requirements which include State Fire Officer Certification, and successfully passing a competitive testing process.
- g. Chief Officer Coverage would be 24/7/365 by the Shift Battalion Chief or the assigned Duty Chief responding typically from Station 85. Back-up Chief coverage also provided 24/7/365 from Chief Officer(s) located typically at Station 85 during

normal operating hours or residence after hours. All Chief Officers have a 20 minute maximum response time back to area (most Chief Officers live locally).

2. Current Latrobe Personnel – Paid Staff

- a. The existing LFPD Paid Staff will maintain their current pay and positions as part time employees to staff the Latrobe Area. This also applies to the part time Captain/Latrobe Area Coordinator position. Per our employment practices and policies, there would also be a path for these personnel to pursue a career position should they choose to. All personnel would be required to pass current EDHFD employment requirements.

3. Current Latrobe Fire Protection District Fire Chief

- a. It is anticipated that prior to, and immediately after annexation, there will be a significant amount of administrative work to be done. We would encourage the current LFPD Chief to assist the organization with the transition process. This position is currently non-paid and would continue to be non-paid throughout this transition.

4. Latrobe Part Time Secretary

- a. The combined district will utilize the part time Latrobe Secretary to deal with transitional issues involving finances, correspondence, records management, and other administrative issues. This person will work closely with the Fire Chief, the Battalion Chief(s), the Administrative Chief, and the Chief Financial Officer to coordinate a smooth transition of district financial and records issues. The continued need for this position will be evaluated on an ongoing basis and the position may be discontinued when appropriate. There also exists the potential for a career Administrative Assistant position as these positions become available within the new district. For any position, qualifications and a competitive hiring process must be met.

5. Current Latrobe Volunteers

- a. EDHFD utilizes Volunteers for response to incidents. It is anticipated that LFPD is similar in those needs with some additional rural requirements. EDHFD will work with the Latrobe Volunteer Personnel that wish to transition to the combined district in an attempt to accommodate needs.
- b. A waiver of the polygraph requirement will be granted for LFPD Long Term Volunteer Personnel wishing to transition to the new district. The standard background check would still be required.

6. Current Latrobe Volunteer Captain

- a. This position would be maintained for response capabilities and Volunteer leadership. This position will be reclassified to a Lieutenant since in the current EDHFD rank structure, a rank of Captain designates a paid Company Officer position and Lieutenant designates a Volunteer Company Officer position.

7. Hourly Paid Personnel Living Within District – Call Back

- a. Hourly paid, non-benefited personnel would not be able to volunteer for work that is related to the work they get paid for. In other words, they can assist with community events, attend meetings etc., but if they are performing safety work, they must be paid for their time. If called in for an emergency, they would be paid per the “Call Back Compensation Policy” at a two-hour minimum call back. If they work longer than two hours, they would be paid for the time they worked. These off-duty paid personnel would only be called if current staffing levels were incapable of mitigating the incident or if additional staffing were required.

8. Transition Process for all LFPD Personnel to EDHFD

- a. All employees that wish to transition to EDHFD will be required to meet the current employment requirement of EDHFD per the “Pre-Employment Testing and Medical Standards Policy” found in Personnel Policies Section I, Sub Section B, Number 5.
- b. The exception to this would be a waiver of the polygraph exam only for the “Long Term” Volunteers referred to in Paragraph 5-b above.
- c. The requirements for Volunteer Firefighter are as follows:
 - i. Must be 18 years old
 - ii. Possess a valid CA Driver’s License
 - iii. Possess a valid CPR Certificate
 - iv. Possess a current EMT-Basic Certification
 1. LFPD Personnel may be grandfathered in and given time and resources to obtain their EMT-B
 - v. Live within 20 minutes of their assigned station

9. Specialty Non-Safety Volunteers

- a. EDHFD allows for these types of positions and classifies them as a “Volunteer in Support”. A Volunteer in Support may perform specific jobs within the limits of their abilities; for example, driving equipment they are qualified on, performing non-fire suppression tasks for the community and Fire Department and assisting with multiple community events.

- b. Two non-safety response positions will be allowed that are currently utilized in the LFPD:
 - i. Water Tender Operator – Must have current Class B License and meet minimum training requirements for Water Tender operation.
 - ii. EMS Support – Must possess EMT-B and CPR-C and meet minimum EMS training standards.
 - 1. Due to the rural nature and lengthy response times, it is understood that there is a benefit to the Latrobe residents for the Latrobe EMS qualified Volunteers to be able to respond directly to calls for service. This would be accommodated under current Latrobe Policy for Code 3 Medical Aids.

10. LFPD Volunteer Length of Service Award

- a. LFPD Volunteers currently in good standing and enrolled in this program would be maintained in the program. This would not be offered to personnel that are not in the program currently or personnel entering the Volunteer program in the future unless the combined Firefighters Association votes to join all members into a Length of Service Award Program.

11. Advancement Opportunities for LFPD Personnel Transitioning to EDHFD

- a. For many years, the El Dorado Hills Fire Department has offered an excellent career path with multiple opportunities starting with Explorers and moving up the chain to Volunteers, Apprentices, and Med Techs. Those individuals that are affiliated with EDHFD in these positions are given preference points as career opportunities become available. EDHFD has hired a significant number of our personnel from our “grow your own” programs including the current Fire Chief. All personnel (Paid or Volunteer) must meet the job classification requirements and pass a testing process in order to take advantage of advancement opportunities.

12. Financial Compensation for Volunteers

- a. EDHFD reimburses for uniforms, required safety clothing, CDL Class B, and any other cost of maintenance for keeping a Volunteer up to standard. While there is currently a per-call stipend for a volunteer response, that money goes to the Firefighters Association for funding community events. It is anticipated that Latrobe Volunteers would be folded into this stipend program.

13. Future Staffing of Latrobe Area

It is the intent of the El Dorado Hills Fire Department (EDHFD) and the EDHFD Board of Directors to fully staff the Latrobe area with a three (3) person engine company (Captain, Engineer, Firefighter/Paramedic) 24/7/365 as soon as practical. Increased staffing levels and hours would be dictated by several established triggers including: area growth, call volume,

call type, response time, budget, and the AB-8 adjustment outlined in the resolution of annexation.

Response time triggers would be developed by completing a comprehensive Standards of Cover (SOC) and Community Risk Assessment (CRA) evaluation for the Latrobe area based upon Industry Standards in conjunction with input from the Center for Public Safety Excellence and International Best Practices.

Once this criterion is identified and agreed to, the EDHFD, EDH Professional Firefighters Local 3604, Latrobe Area Advisory Council and EDHFD Board of Directors would evaluate the recommended staffing triggers on an ongoing basis and make staffing changes accordingly. It would be the goal of EDHFD to meet all of the recommended SOC staff levels in Latrobe by 2019 but development of the area and other economic issues would be the deciding factors.

Transition Plan

1. “Paid” Latrobe Part Time Supervisor/Captain - Latrobe Area Coordinator

- a. The part time (3-day per week) Captain will work closely with EDHFD Staff to ensure Fire Department operations are meeting the Latrobe community expectations. This position would help coordinate and facilitate the smooth transition of all LFPD personnel into the new organization and ensure that EDHFD personnel are trained and familiarized with the additional challenges of the Latrobe community. To accomplish this, the part time Captain will work closely with the 40 hour Captain and Administration to ensure that the LFPD personnel are receiving the proper training and experience to allow them to be successful within the mission of the newly formed organization. This person will also work directly with Administration to ensure staffing and operational requirements are met within the Latrobe area. This position would be appointed by the current LFPD Board of Directors prior to annexation.
 - b. This person would also work closely with EDHFD staff to transition training, equipment maintenance, scheduling, records management and day-to-day operations to the appropriate division within the newly combined organization.
2. EDHFD will develop a “Transition Team” to assist with the details of combining the two organizations. The goal will be to make this as seamless as possible. The team will consist of members from both agencies.

Stations, Equipment & Personnel “Branding”

1. Stations and Equipment

- a. Fire apparatus will have the addition of a small sign stating “Service provided by the El Dorado Hills Fire Department” under the existing LFPD logo.
- b. Stations can be rebranded to identify both the new department and still represent the community. For example;
 1. El Dorado Hills Fire Department – Latrobe Station 91
- c. An EDHFD Representative will work with the “Latrobe Area Advisory Council” to determine the design and placement of branding.

2. Personnel

- a. Personnel will have (3) three months from official annexation date to acquire the approved El Dorado Hills Fire Department Uniform and patches. The expense for this will be incurred by the newly combined Fire Department.

3. Latrobe Firesafe Council

- a. The Latrobe Area currently has a Firesafe Council. After annexation this group will combine with the El Dorado Hills (Lakehills) Firesafe Council. This combined organization will be responsible for all the areas encompassed by the new boundaries. All current Volunteers and projects will continue to be supported.

Latrobe Community Representation after Annexation

1. Advisory Council

- a. The Latrobe area will maintain community representation in the form of an Advisory Council made up of Latrobe Community Members and/or current LFPD Board Members. This Advisory Council will remain in effect for a minimum of one (1) year after annexation, but can continue in an advisory role for as long as desired. This Council will take issues and suggestions to the Fire Department Board of Directors for action. This Advisory Council does not preclude any member of the public from bringing an issue before the Fire Department Board at any regularly scheduled Board Meeting. The Latrobe Area Advisory Council will work closely with the Fire Department Board of Directors in an advisory role to include, but not limited to, the following topics:
 1. Service Levels to the Latrobe Community
 2. Response Times

3. Equipment
4. Staffing & Personnel
5. Performance Criteria
6. Community Activities/Events
7. Policies (that pertain to the Latrobe Area)
8. Budget

Note: the next open election in November of 2014 will open three Board vacancies. All residents within the newly formed district will be eligible to run for the Fire Department Board seats.

- b. **Supporting Data & Documentation:** Currently the EDHFD Board of Directors receives quarterly reports for Fire Department performance in a number of quantitative measures. This information is made available to the public and would be available to the Latrobe Advisory Council or any other community member by either attending a Board meeting or checking the EDHFD website at www.edhfd.com.

Role of Current Latrobe Firefighters Association

1. Immediately After Transition

- a. It is anticipated that the Latrobe Firefighters Association would continue to support the Latrobe Community and Fire Department with events and activities as it has in the past. Any existing funds associated with the Latrobe Firefighters Association would continue to be utilized within the Latrobe area to support traditional community events.

2. Future

- a. El Dorado Hills also has a very active Firefighters Association which is currently responsible for a multitude of community events and support of the Fire Department. Over time, the goal would be for these two groups to combine and form a more powerful group supporting the new organization and new community boundaries as a whole.

El Dorado County Representation for the Latrobe Area

1. Upon annexation, the districts would become one. The Fire Chief, the Administrative Staff and the Fire District Board of Directors would represent the new district interests within the County as a whole. These would include, but are not limited to:
 - a. County Fire Chiefs Association

- b. County Training Officers Association
- c. County Fire Prevention Officers Association
- d. El Dorado County Board of Supervisors Meetings
- e. El Dorado County JPA Meetings (Ambulance Service)

Operations, Training, Fire Prevention

1. Operations, Training and Fire Prevention are the foundation of any Fire Department. EDHFD would utilize its extensive experience in each of these divisions to enhance the level of service currently being provided to the Latrobe Firefighters and residents. By unifying these efforts, the entire district of the new organization realizes a benefit through increased efficiencies, cost savings, and response capabilities. This equates to greater firefighter and community safety.

Facilities and Locations

1. Ryan Ranch Road - 3 Bay Station

- a. Currently used for apparatus storage, training, Volunteer response and community meetings.
- b. Pending the continuation of the current low cost lease agreements with the property owner, this use is anticipated to continue.

2. Latrobe & South Shingle Road – 3 Bay Station

- a. Currently used for apparatus storage and day staffing.
- b. Pending the continuation of the current low cost lease agreements with the property owner, this use would continue. Initially this station would also continue to be the “staffed” station referred to in the staffing plan.

3. Five Acre Lot Located at Hefrin and Dodson Roads

- a. Due to the 24/7/365 staffed Station 87 location in the EDHFD Business Park, this Hefrin/Dodson location may be more appropriate for a staffed station in Latrobe than the current location at Latrobe and South Shingle. This new location could improve response time to residents in the more populated center of Latrobe. If the Standards of Cover and Community Risk Assessment support this location, and as growth and budget increase, it would be our intent to improve that location for 24/7/365 operation. Initial staffing would follow the current plan of 7 days a week 08:00 to 18:00 hours with after hour staffing possibly being provided by Volunteer or Apprentice positions. As staffing requirements increased to full time, this could be

the location where that would occur. Station 91 would remain functional for Volunteer Response.

Vehicle and Equipment Maintenance

1. EDHFD currently employs a full time Operations Specialist that schedules maintenance, and tracks and maintains records of all “rolling stock”. The responsibility for LFPD assets would be transitioned over to this position within the new district. The Operations Specialist is also responsible for tracking and determining depreciation and replacement timing on apparatus.
2. It is anticipated that all equipment currently in use within LFPD would continue being used in the same manner.
3. As equipment breaks down or is out of service for maintenance, the EDHFD maintains a sufficient amount of “back-up” stock to support these occurrences.

Administrative Support

1. The new district would be responsible for all administrative support including, but not limited to, the following:
 - a. Finance – Including Billing, Budgeting, Forecasting
 - b. Fire Prevention – Including Plan Checks, Inspections, Permitting
 - c. Training – Fire, EMS, State Mandates
 - d. IT Support
 - e. Secretarial
 - f. Chief Officer Support and Coverage
 - g. Human Resources
 - h. Personnel and Records Management
 - i. Equipment Tracking and Maintenance

RESOLUTION 2014 - _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LATROBE FIRE PROTECTION DISTRICT
INITIATING PROCEEDINGS FOR THE DISSOLUTION
OF THE LATROBE FIRE PROTECTION DISTRICT AND ANNEXATION
TO THE EL DORADO HILLS COUNTY WATER DISTRICT OF
ALL TERRITORY CONTAINED THEREIN**

RECITALS

WHEREAS, the Board of Directors of the LATROBE FIRE PROTECTION DISTRICT (“LFPD”), does hereby resolve and order as follows:

A. Application and proposal is hereby made to the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION (“LAFCO”) for the dissolution of the LFPD and the simultaneous annexation to EL DORADO HILLS COUNTY WATER DISTRICT (“EDHCWD”) of property comprised of the entirety of the existing territory of the LFPD, as more fully described in **Exhibit “A”** attached hereto.

B. It is desired that the proposed annexation provide for and be made subject to the following terms and conditions.

1. That the Board of Directors of the EDHCWD (“EDHCWD BOD”) agrees to the annexation of territory and the conditions set forth herein, and, simultaneously submits to LAFCO a Resolution providing for such annexation.

2. That this annexation shall occur, if at all, only after successful AB-8 negotiations have concluded resulting in a seventeen percent (17%) property tax increment accruing to the EDHCWD for the entire annexed territory. This annexation shall be further conditioned upon confirmation by the County of El Dorado Tax Collector and/or Auditor-Controller that the current ERAF exemption applicable to EDHCWD shall be unaffected by this annexation and that the exemption shall apply prospectively to all areas annexed.

3. There shall be no change to the governing structure of the EDHCWD BOD. Three (3) seats will be subject to open district-wide election in November, 2014.

4. There shall be an advisory council established and comprised of Latrobe BOD members and Latrobe residents, to advise the EDHCWD regarding issues of importance to the Latrobe service area, commencing at annexation and continuing for as long as necessary, but not less than one (1) year from and after annexation.

5. That adequate staffing and deployment commitments have been agreed upon and are set forth in the proposed “Plan For Service” jointly developed by EDHCWD and LFPD, a copy of which is attached as **Exhibit** ____.

6. To ensure an ongoing sense of community within the Latrobe service area, Latrobe area stations will be identified with branding which recognizes both the EDHCWD and the Latrobe community (e.g. El Dorado Hills Fire Department – Latrobe Station 91). Similar branding will be utilized on apparatus. Further details are set forth in the Plan For Service.

7. The existing lease agreements for LFPD Stations 91 and 92 shall be extended upon their existing terms for a period of not less than fifty (50) years from the date of annexation. All other real property owned by LFPD shall be deeded to EDHCWD upon annexation.

8. All retained personnel shall be subject to EDHCWD policies and procedures. All personnel issues will be resolved by and between the parties prior to LAFCO approval. Additional detail is contained in the Plan For Service.

C. The reasons for this proposal are as follows:

This jointly proposed annexation, with agreed upon conditions, will stabilize and secure the financial condition of the LFPD, ensure appropriate levels of emergency fire and medical response to all areas of the resulting District, eliminate redundant management personnel, increase operations and efficiencies and maximize available resources.

D. The following are the affected agencies:

1. El Dorado Hills County Water District
2. Latrobe Fire Protection District
3. El Dorado County

E. Request is hereby respectfully made that proceedings be undertaken by the El Dorado County LAFCO for the dissolution and annexation proposed herein, only in connection with a simultaneous proceeding for annexation proposed by EDHCWD.

F. The clerk of the Board is hereby instructed to file a copy off this Resolution with LAFCO.

Upon motion made by Director _____, seconded by Director _____, this Resolution is passed and adopted by the LFPD BOD this ____ day of January, 2014, by the following vote:

Ayes: _____
Noes: _____
Abstain: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON NEXT PAGE.]

By: _____
Its: President of the Board of Directors

CERTIFICATION

I hereby certify that the foregoing is a fully, true and correct copy of a resolution duly and regularly introduced, passed and adopted by the members of the Board of Directors of the _____ District in the County of El Dorado, on _____, 20____.

By: _____
Its: Secretary of the Board of Directors

DRAFT

EXHIBIT "A"

(to be attached)

DRAFT

EXHIBIT "B"

PERSONNEL AND APPARATUS DEPLOYMENT PLAN

(to be attached)

DRAFT