

OTAY WATER DISTRICT
FINANCE, ADMINISTRATION AND COMMUNICATIONS
COMMITTEE MEETING
and
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA
BOARDROOM

WEDNESDAY
May 15, 2013
11:30 A.M.

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

AGENDA

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

DISCUSSION ITEMS

3. REPORT ON DIRECTORS' EXPENSES FOR THE 3RD QUARTER OF FISCAL YEAR 2013 (WALES) [5 minutes]
4. APPROVE A FIVE-YEAR UNIFORM AGREEMENT [THREE-YEARS, WITH TWO (2) ONE-YEAR OPTIONS] WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000 (DOBRAWA) [5 minutes]
5. DECLARE IDENTIFIED VEHICLES AND EQUIPMENT AS SURPLUS TO THE DISTRICT'S NEEDS (DOBRAWA) [5 minutes]
6. APPROVE A TWO-YEAR AGREEMENT WITH BROWNSTEIN HYATT FARBER & SCHRECK IN AN AMOUNT NOT-TO-EXCEED \$35,000 ANNUALLY (\$70,000 TOTAL ENDING JUNE 30, 2015) FOR STATE AND FEDERAL LEGISLATIVE ISSUES ADVOCACY (BUELNA) [5 minutes]

7. APPROVE AN AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE 1296-1, 2, AND 3 RESERVOIRS SITE (MARTIN) [5 minutes]
8. APPROVE A FIVE-YEAR AGREEMENT WITH INFOSEND TO PROVIDE BILL PRINT AND ELECTRONIC BILL PRESENTMENT SERVICES IN AN AMOUNT NOT-TO-EXCEED \$1,310,000 (\$262,000 ANNUALLY); AND WITH ELECTRONIC PAYMENT EXCHANGE TO PROVIDE PAYMENT TRANSACTION PROCESSING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$735,000 (\$147,000 ANNUALLY)
9. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Mitch Thompson, Chair
Jose Lopez

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

The Agenda, and any attachments containing written information, are available at the District's website at www.otaywater.gov. Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are also available through the District Secretary by contacting her at (619) 670-2280.

If you have any disability which would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on May 10, 2013 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on May 10, 2013.

_____/s/ Susan Cruz, District Secretary_____

AGENDA ITEM 3



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Wales Benham Senior Accountant		
APPROVED BY:	<input checked="" type="checkbox"/> Joseph R. Beachem, Chief Financial Officer <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2013		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To inform the Board of the Director's expenses for the 3rd quarter of Fiscal Year 2013.

ANALYSIS:

The Directors' expense information is being presented in order to comply with Otay's Board of Directors Policy 8, requiring staff to create a quarterly report showing expenses for the Directors. In addition, California Government Code Section 53065.5 requires special districts, at least annually, to disclose any reimbursement paid by a district within the immediately preceding fiscal year. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed, at least annually by

a date determined by that district, and shall be made available for public inspection. (See Attachment B for Summary and C-H for Details.)

FISCAL IMPACT:

None.

STRATEGIC GOAL:

Prudently manage District funds.

LEGAL IMPACT:

Compliance with state law.

Attachments: Attachment A Committee Action
 Attachment B Director's Expenses and per Diems
 Attachment C-H Director's Expenses Detail



ATTACHMENT A

SUBJECT/PROJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2013
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COMMITTEE ACTION:

This is an informational item only.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.

**BOARD OF DIRECTORS'
EXPENSES AND PER-DIEMS**

**FINANCE, ADMINISTRATION AND
COMMUNICATIONS COMMITTEE MEETING
May 15, 2013**

Policy 8 requires that staff present the Expenses and Per-Diems for the Board of Directors on a Quarterly basis:

- Fiscal Year 2013, 3rd Quarter.
- The expenses are shown in detail by Board member, month and expense type.
- This presentation is in alphabetical order.
- This information is to be presented to the Finance, Administration, and Communications Committee on May 15, 2013.

Board of Directors' Expenses and Per-Diems
Fiscal Year 2013 Quarter 3 (Jan 2013 - Mar 2013)

Director Croucher	\$200.00
Director Gonzalez	\$1,805.00
Director Lopez	\$1,450.34
Director Robak	\$1,186.77
Director Thompson	\$1,398.97
Total	\$6,041.08

Director Croucher

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	0.00	0.00	0.00
Director's Fees	0.00	200.00	0.00
Mileage Business	0.00	0.00	0.00
Conferences and Seminars	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Monthly Totals	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>
Quarterly Total			<u><u>\$200.00</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$1,460.00
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Meetings Attended	2	2	0
Meetings Paid	0	2	0

Director Gonzalez

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	50.00	0.00	0.00
Director's Fees	400.00	300.00	500.00
Mileage Business	0.00	0.00	0.00
Conferences and Seminars	555.00	0.00	0.00
Travel	0.00	0.00	0.00
Monthly Totals	<u>1,005.00</u>	<u>300.00</u>	<u>500.00</u>
Quarterly Total			<u><u>\$1,805.00</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$3,454.00
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Meetings Attended	4	3	8
Meetings Paid	4	3	5

Director Lopez

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	25.00	79.00	0.00
Director's Fees	700.00	500.00	0.00
Mileage Business	50.29	28.25	0.00
Mileage Commuting	22.60	45.20	0.00
Conferences, Seminars, and Travel	0.00	0.00	0.00
Monthly Totals	<u>797.89</u>	<u>652.45</u>	<u>0.00</u>
Quarterly Total			<u><u>\$1,450.34</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$5,224.35
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Meetings Attended	11	8	0
Meetings Paid	7	5	0

Director Robak

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	25.00	15.00	25.75
Director's Fees	200.00	300.00	100.00
Mileage Business	33.90	16.95	3.39
Mileage Commuting	2.26	2.26	2.26
Conferences, Seminars, and Travel	460.00	0.00	0.00
Monthly Totals	<u>721.16</u>	<u>334.21</u>	<u>131.40</u>
Quarterly Total			<u><u>\$1,186.77</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$2,287.22
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Meetings Attended	4	4	2
Meetings Paid	2	3	1

Director Thompson

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	0.00	64.00	16.00
Director's Fees	300.00	300.00	0.00
Mileage Business	6.90	29.38	0.00
Mileage Commuting	29.38	98.31	0.00
Conferences, Seminars, and Travel	460.00	0.00	0.00
Monthly Totals	<u>891.28</u>	<u>491.69</u>	<u>16.00</u>
Quarterly Total			<u><u>\$1,398.97</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Jan 2013)	\$3,610.88
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Meetings Attended	7	7	0
Meetings Paid	3	3	0

Board of Directors' Expenses and Per Diems
Fiscal Year 2013 to Date (Jul 2012 - Mar 2013)

Director Croucher

\$1,460.00

Director Gonzalez

\$3,454.00

Director Lopez

\$5,224.35

Director Robak

\$2,287.22

Director Thompson

\$3,610.88

Total

\$16,036.45

Board of Directors' Expenses and Per Diems
Fiscal Year 2013 **Projected** (July 2012- June 2013)

Director Croucher

\$1,950.00

Director Gonzalez

\$4,600.00

Director Lopez

\$6,970.00

Director Robak

\$3,050.00

Director Thompson

\$4,810.00

Total

\$21,380.00

Based on nine months of actuals

**OTAY WATER DISTRICT
ADMINISTRATIVE EXPENSES - BOARD
July 1, 2012 - March 31, 2013**

	<u>Jul-12</u>	<u>Aug-12</u>	<u>Sep-12</u>	<u>Oct-12</u>	<u>Nov-12</u>	<u>Dec-12</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Total</u>
	1	2	3	4	5	6	7	8	9	10	11	12	
GARY D. CROUCHER (DETAILED IN SECTION D):													
5214 Business Meetings	\$ -	\$ 25.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00
5281 Director's Fees	100.00	300.00	200.00	-	400.00	200.00	-	200.00	-	-	-	-	1,400.00
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5211 Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 100.00	\$ 325.00	\$ 235.00	\$ -	\$ 400.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 1,460.00

DAVID GONZALEZ (DETAILED IN SECTION E):													
5214 Business Meetings	\$ -	\$ -	\$ 10.00	\$ -	\$ 39.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.00
5281 Director's Fees	100.00	200.00	300.00	600.00	300.00	100.00	400.00	300.00	500.00	-	-	-	2,800.00
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5211 Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and Conferences	-	-	-	-	-	-	555.00	-	-	-	-	-	555.00
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 100.00	\$ 200.00	\$ 310.00	\$ 600.00	\$ 339.00	\$ 100.00	\$ 1,005.00	\$ 300.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 3,454.00

JOSE LOPEZ (DETAILED IN SECTION F):													
5214 Business Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ 79.00	\$ -	\$ -	\$ -	\$ -	\$ 104.00
5281 Director's Fees	300.00	400.00	600.00	700.00	500.00	500.00	700.00	500.00	-	-	-	-	4,200.00
5211 Mileage - Business	-	5.55	12.77	-	-	52.17	50.29	28.25	-	-	-	-	149.02
5211 Mileage - Commuting	22.20	22.20	33.30	22.20	44.40	22.20	22.60	45.20	-	-	-	-	234.30
5213 Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	537.03	-	-	-	-	-	-	-	-	537.03
Total	\$ 322.20	\$ 427.75	\$ 646.07	\$ 1,259.23	\$ 544.40	\$ 574.37	\$ 797.89	\$ 652.45	\$ -	\$ -	\$ -	\$ -	\$ 5,224.35

MARK ROBAK (DETAILED IN SECTION G):													
5214 Business Meetings	\$ -	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ 30.00	\$ 25.00	\$ 15.00	\$ 25.75	\$ -	\$ -	\$ -	\$ 135.75
5281 Director's Fees	100.00	100.00	200.00	100.00	200.00	200.00	200.00	300.00	100.00	-	-	-	1,500.00
5211 Mileage - Business	3.33	3.33	6.66	3.33	6.66	65.74	33.90	16.95	3.39	-	-	-	143.29
5211 Mileage - Commuting	2.22	2.22	4.44	2.22	4.44	-	2.26	2.26	2.26	-	-	-	22.32
5213 Seminars and Conferences	-	-	-	-	-	25.86	460.00	-	-	-	-	-	485.86
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 105.55	\$ 105.55	\$ 231.10	\$ 105.55	\$ 231.10	\$ 321.60	\$ 721.16	\$ 334.21	\$ 131.40	\$ -	\$ -	\$ -	\$ 2,287.22

MITCHELL THOMPSON (DETAILED IN SECTION H):													
5214 Business Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64.00	\$ 16.00	\$ -	\$ -	\$ -	\$ 80.00
5281 Director's Fees	400.00	300.00	200.00	400.00	100.00	500.00	300.00	300.00	-	-	-	-	2,500.00
5211 Mileage - Business	108.78	-	-	13.32	-	39.96	6.90	29.38	-	-	-	-	198.34
5211 Mileage - Commuting	28.86	34.41	28.86	28.86	14.43	14.43	29.38	98.31	-	-	-	-	277.54
5213 Seminars and Conferences	-	-	-	-	-	-	555.00	-	-	-	-	-	555.00
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 537.64	\$ 334.41	\$ 228.86	\$ 442.18	\$ 114.43	\$ 554.39	\$ 891.28	\$ 491.69	\$ 16.00	\$ -	\$ -	\$ -	\$ 3,610.88

TOTALS:													
5214 Business Meetings	\$ -	\$ 25.00	\$ 65.00	\$ -	\$ 59.00	\$ 30.00	\$ 100.00	\$ 158.00	\$ 41.75	\$ -	\$ -	\$ -	\$ 478.75
5281 Director's Fees	1,000.00	1,300.00	1,500.00	1,800.00	1,500.00	1,500.00	1,600.00	1,600.00	600.00	-	-	-	12,400.00
5211 Mileage - Business	112.11	8.88	19.43	16.65	6.66	157.87	91.09	74.58	3.39	-	-	-	490.65
5211 Mileage - Commuting	53.28	58.83	66.60	53.28	63.27	36.63	54.24	145.77	2.26	-	-	-	534.16
5213 Seminars and Conferences	-	-	-	-	-	25.86	1,570.00	-	-	-	-	-	1,595.86
5212 Travel	-	-	-	537.03	-	-	-	-	-	-	-	-	537.03
Total	\$ 1,165.39	\$ 1,392.71	\$ 1,651.03	\$ 2,406.96	\$ 1,628.93	\$ 1,750.36	\$ 3,415.33	\$ 1,978.35	\$ 647.40	\$ -	\$ -	\$ -	\$ 16,036.45

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME:

CROUCHER, GARY

ATTACHMENT D

Account Name	Date	Descriptions	SECTION D Amount
Director's Fee	7/17/2012	ENGINEERING & OPERATIONS COMMITTEE	\$ 100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	8/21/2012	COUNCIL OF WATER UTILITIES MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/19/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/13/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	11/26/2012	EMPLOYEE NEGOTIATIONS	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/10/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	12/19/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/21/2013	ENGINEERING & OPERATIONS COMMITTEE	<u>100.00</u>
Director's Fee Total			<u>1,400.00</u>
Business meetings	8/29/2012	COUNCIL OF WATER UTILITIES MEETING	25.00
	9/30/2012	SAN DIEGO EAST COUNTY	<u>35.00</u>
Business meetings Total			<u>60.00</u>
Grand Total			<u><u>\$1,460.00</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: GONZALEZ, DAVID

ATTACHMENT E

Account Name	Date	Descriptions	SECTION E Amount
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	\$ 100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/19/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	10/1/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/23/2012	WEBINAR - UNDERSTANDING BOARD MEMBER AND DISTRICT LIABILITIES	100.00
	10/24/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	10/25/2012	UNDERSTANDING THE BROWN ACT: CODE COMPONENTS AND UPDATE	100.00
	10/31/2012	MEETING WITH STAFF: BRIEFING ON METRO COMMISSION	100.00
	11/1/2012	METRO COMMISSION MEETING	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/10/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	100.00
	1/16/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	1/31/2013	MEXICAN AMERICAN BUSINESS PROFESSIONAL ASSOCIATION	100.00
	2/1/2013	MENDEZ STRATEGY GROUP MONTHLY MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/13/2013	STATE OF THE COUNTY ADDRESS	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	3/18/2013	RATE STUDY WORKSHOP/SPECIAL BOARD MEETING	100.00
	3/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	3/22/2013	ROSARITO DESALINATION PLANT TOUR	100.00
	3/29/2013	JOINT AGENCY BOARD OF DIRECTORS MEETING	<u>100.00</u>
Director's Fee Total			<u>2,800.00</u>
Business meetings	9/12/2012	OTAY MESA CHAMBER OF COMMERCE	10.00
	11/15/2012	CSDA QUARTERLY MEETING	39.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	1/31/2013	PUBLIC OFFICIAL RECOGNITION EVENT	<u>25.00</u>
Business meetings Total			<u>99.00</u>
Conferences and Seminars	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	<u>555.00</u>
Grand Total			<u><u>\$3,454.00</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

Account Name	Date	Descriptions	SECTION F Amount
Mileage - Business	8/31/2012	MEETING - AUGUST 10 & 31, 2012	\$ 5.55
	9/30/2012	MEETING - SEPTEMBER 12, 2012	12.77
	12/31/2012	MEETING - DECEMBER 6, 7 & 12, 2012	52.17
	1/31/2013	MEETING - JANUARY 4, 8, 14, 17, 18, 22 & 31, 2013	50.29
	2/28/2013	MEETING - FEBRUARY 15 & 21, 2013	28.25
Mileage - Business Total			<u>149.02</u>
Mileage - Commuting	7/31/2012	MEETING - JULY 11 & 19, 2012	22.20
	8/31/2012	MEETING - AUGUST 1 & 7, 2012	22.20
	9/30/2012	MEETING - SEPTEMBER 5, 11, & 17, 2012	33.30
	10/31/2012	MEETING - OCTOBER 9 & 23, 2012	22.20
	11/30/2012	MEETING - NOVEMBER 7, 13, 26 & 28, 2012	44.40
	12/31/2012	MEETING - DECEMBER 4 & 19, 2012	22.20
	1/31/2013	MEETING - JANUARY 8 & 22, 2013	22.60
	2/28/2013	MEETING - FEBRUARY 6, 20, 21 & 25, 2013	45.20
Mileage - Commuting Total			<u>234.30</u>
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	7/19/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	7/25/2012	AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/7/2012	REGIONAL GMS & BOARD PRESIDENTS MEETING	100.00
	8/10/2012	GENERAL MANAGER - COMMITTEE AGENDAS MEETING	100.00
	8/31/2012	AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	BOARD WORKSHOP/SPECIAL MEETING	100.00
	9/12/2012	WATER CONSERVATION GARDEN	100.00
	9/14/2012	COMMITTEE AGENDA BRIEFING	100.00
	9/17/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	9/20/2012	MEETING WITH SUPERVISOR COX - INTERCONNECT PIPELINE	100.00
	10/1/2012	BOARD AGENDA BRIEFING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/11/2012	TIJUANA INNOVADORA 2012 CONFERENCE	100.00
	10/19/2012	COMMITTEE AGENDA BRIEFING	100.00
	10/23/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/29/2012	BOARD AGENDA BRIEFING	100.00
	10/30/2012	MEXICO CITY - GOVERNMENT OFFICIALS	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/13/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	11/20/2012	MINUTES 319 SIGNING CEREMONY	100.00
	11/26/2012	AD HOC EMPLOYEE NEGOTIATIONS	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING - POSEIDON	100.00
	12/4/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/6/2012	ACWA FALL CONFERENCE	100.00
	12/7/2012	ACWA FALL CONFERENCE	100.00
	12/12/2012	WATER CONSERVATION GARDEN BOARD OF DIRECTORS MEETING	100.00
	12/19/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	1/4/2013	GENERAL MANAGER - COMMITTEE AGENDAS MEETING	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/14/2013	COMMITTEE AGENDA BRIEFING	100.00
	1/17/2013	CITY OF CHULA VISTA'S GREEN BUSINESS AWARDS	100.00
	1/18/2013	MEETING - STATE SENATOR JOEL ANDERSON	100.00
	1/22/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	1/31/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/15/2013	COMMITTEE AGENDA BRIEFING	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

Account Name	Date	Descriptions	SECTION F Amount
Director's Fee	2/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	2/25/2013	DESALINATION PROJECT COMMITTEE MEETING	100.00
Director's Fee Total			<u>4,200.00</u>
Business meetings	1/31/2013	PUBLIC OFFICIAL RECOGNITION EVENT	25.00
	2/13/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	2/15/2013	CSDA QUARTERLY MEETING	39.00
	2/28/2013	OTAY MESA CHAMBER OF COMMERCE	15.00
Business meetings Total			<u>104.00</u>
Travel	10/23/2012	AIRLINE TICKET - TO MEXICO FOR CONGRESSTIONAL MEETING	537.03
Grand Total			<u><u>\$ 5,224.35</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: ROBAK, MARK

ATTACHMENT G

Account Name	Date	Descriptions	SECTION G Amount
Mileage - Business	7/11/2012	MEETING - JULY 11, 2012	\$ 3.33
	8/1/2012	MEETING - AUG. 1, 2012	3.33
	9/30/2012	MEETING - SEPTEMBER 5 & 11, 2012	6.66
	10/9/2012	MEETING - OCTOBER 9, 2012	3.33
	11/7/2012	MEETING - NOVEMBER 7 & 28, 2012	6.66
	12/4/2012	MEETING - DECEMBER 4 & 5, 2012	37.74
	12/5/2012	PARKING - ACWA CONFERENCE	28.00
	1/15/2013	MEETING - JANUARY 8 & 15, 2013	33.90
	2/21/2013	MEETING - FEBRUARY 6 & 21, 2013	16.95
	3/6/2013	MEETING - MARCH 6, 2013	3.39
Mileage - Business Total			<u>143.29</u>
Mileage - Commuting	7/11/2012	MEETING - JULY 11, 2012	2.22
	8/1/2012	MEETING - AUG. 1, 2012	2.22
	9/30/2012	MEETING - SEPTEMBER 5 & 11, 2012	4.44
	10/9/2012	MEETING - OCTOBER 9, 2012	2.22
	11/7/2012	MEETING - NOVEMBER 7 & 28, 2012	4.44
	1/8/2013	MEETING - JANUARY 8, 2013	2.26
	2/6/2013	MEETING - FEBRUARY 6, 2013	2.26
	3/6/2013	MEETING - MARCH 6, 2013	2.26
Mileage - Commuting Total			<u>22.32</u>
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/4/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/5/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/13/2013	DISCUSSION OF CONCERNS AND OBJECTIVES	100.00
	2/21/2013	CSDA MEETING	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
Director's Fee Total			<u>1,500.00</u>
Business meetings	9/7/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	11/1/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	12/3/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	12/12/2012	SDEC CHAMBER OF COMMERCE EVENT	10.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	2/28/2013	OTAY MESA CHAMBER OF COMMERCE	15.00
	3/20/2013	LUNCH MEETING WITH MARK WATTON, TO DISCUSS DISTRICTS ISSUES & PROJECTS	25.75
Business meetings Total			<u>135.75</u>
Conferences and Seminars	12/19/2012	ATTENDED ACWA's CONFERENCE	25.86
	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	460.00
Grand Total			<u>\$ 2,287.22</u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

**DIRECTOR'S NAME: THOMPSON,
MITCHELL**

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Mileage - Business	7/31/2012	MEETING - JULY 26 & 27, 2012	108.78
	10/31/2012	MEETING - OCTOBER 8 & 25, 2012	13.32
	12/31/2012	MEETING - DECEMBER 6, 7, 10 & 17, 2012	39.96
	1/11/2013	PARKING - JANUARY 11, 2013	1.25
	1/31/2013	MEETING - JANUARY 11, 2013	5.65
	2/25/2013	MEETING - FEBRUARY 20 & 25, 2013	<u>29.38</u>
Mileage - Business Total			<u>198.34</u>
Mileage - Commuting	7/31/2012	MEETING - JULY 17 & 19, 2012	28.86
	8/31/2012	MEETING - AUG. 1, 2, & 13, 2012	34.41
	9/30/2012	MEETING - SEPTEMBER 11 & 17, 2012	28.86
	10/31/2012	MEETING - OCTOBER 9 & 23, 2012	28.86
	11/30/2012	MEETING - OCTOBER 8 & 25, 2012	14.43
	12/4/2012	MEETING - DECEMBER 4, 2012	14.43
	1/31/2013	MEETING - JANUARY 8 & 22, 2013	29.38
	2/25/2013	MEETING - FEBRUARY 13,15, 19, 20, & 25, 2013	<u>98.31</u>
Mileage - Commuting Total			<u>277.54</u>
Director's Fee	7/17/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	7/19/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	7/26/2012	TRAINING FOR NEW BOARD MEMBERS -CSDA LEADERSHIP ACADEMY	100.00
	7/27/2012	TRAINING FOR NEW BOARD MEMBERS -CSDA LEADERSHIP ACADEMY	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/2/2012	STAFF BRIEFING - DESALINATION PROJECT	100.00
	8/13/2012	REDEVELOPMENT OVERSIGHT BUILDING MEETING	100.00
	9/11/2012	REGULAR SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/17/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/8/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/23/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/25/2012	SOUTH COUNTY EDC ELECTED OFFICIALS RECEPTION	100.00
	11/30/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/4/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/6/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/7/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/10/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	12/17/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/11/2013	COMMUNITY MEETING WITH REPRESENTATIVE OF OWD	100.00
	1/22/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/19/2013	COUNCIL OF SAN DIEGO COUNTY WATER AGENCIES	100.00
	2/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/25/2013	DESALINATION PROJECT COMMITTEE MEETING	<u>100.00</u>
Director's Fee Total			<u>2,500.00</u>
Business meetings	2/13/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	2/15/2013	CSDA QUARTERLY MEETING	39.00
	3/20/2013	LUNCH MEETING - MENDEZ STRATEGY GROUP MONTHLY MEETING	<u>16.00</u>
Business meetings Total			<u>80.00</u>
Conferences and Seminars	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	<u>555.00</u>
Grand Total			<u><u>\$3,610.88</u></u>



AB 000 - 1B 3000 - 528101 200.00
^
2101

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Gary Croucher

Period Covered:

Employee Number: 7011

From: 2-1-13 To: 2-28-13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1	2-6	Board	Regular Board Meeting		
✓ 2	2-21	Committee	Engineering & Operations Committee		
3					
4					
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17					
18					

Per Diem

0.*
2.*
100.00=
200.00* ✓
0.*

Total Meeting Per Diem: \$ 200 -
(\$100 per meeting)

Total Mileage Claimed: 0 miles

Gary Croucher
(Director's Signature)

2
3-11-13

13 MAR 11 PM 12:56

GM Receipt: uWato

Date: 3/7/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

AB 000.1 B1000.2101.528101 300.00



**OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM**

Pay To: David Gonzalez

Period Covered:

Employee Number: 1796

From: 1/1/13 To: 1/31/13

02 per Pres copy

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	1/8/13	OWD	Board Meeting		
✓ 2.	1/16/13	OWD	Engineering Operations & Water Resources Committee		
✓ 3.	1/31/13	MABPA	Mexican American Business Professional Association		
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6.					
7.					
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10.				3.*	
11.				100.00=	
12.				300.00*	
13.					
14.				0.*	
15.					
16.					
17.					

Per Diem

Total Meeting Per Diem: \$300.00
(\$100 per meeting)

Total Mileage Claimed: 0 miles


 (Director's Signature)

GM Receipt: 

Date: 3/11/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

*✓
3-11-13
by 3/1/13*



AB000 - B4000 - 2101 - 521101
AB000 - B4000 - 2101 - 521102

700.00
22.60

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 01/01/13 To: 01/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	01/04	OWD	AGENDA BRIEFING -GEN MGR & COUNSEL		6
✓ 2.	01/08	OWD	REGULAR BOARD MEETING	20	
3.	01/10	METRO	Metro Commission & Wastewater JPA (No Charge)		
4.	01/11	CV	Albondigas Mtg-City Mgr J Salazar (No Charge)		12
✓ 5.	01/14	OWD	Committee Agenda Briefing -Gen Mgr		2
✓ 6.	01/17	CV	City of Chula Vista's Green Business Awards		13
✓ 7.	01/18	El Cajon	State Senator Joel Anderson		32
✓ 8.	01/22	OWD	Finance, Admin & Communications Committee	20	
9.	01/24	SWC	SWC-San Ysidro- Pete Flores/US Customs (no charge)		22
✓ 10.	01/31	OWD	Board Agenda Briefing - Gen Mgr and Counsel		2
11.	01/31	MAPA	MAPA Elected Officials Dinner (No Charge)		
12.					
13.				0*	40*
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15.				100*00=	0*5650
16.				700*00*	22*6*
17.					
18.					

Per diem
Mileage

Total Meeting Per Diem: \$700
(\$100 per meeting)

Total Mileage Claimed: 129 miles

(Director's Signature)

GM Receipt:

Date: 3/18/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

13 APR 23 AM 10:48

W/D
4-23-13
4/23/13



AB000 1B4000.2101.52101 500.00
 AB000 1B400.2101.521102 45.20

OTAY WATER DISTRICT
 BOARD OF DIRECTORS
 PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 02/01/13 To: 02/28/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	02/06	OWD	Regular Board Meeting	20	
2.	02/13	USS Midway	Sup. Cox' State of the County Address (No Charge)		
✓ 3.	02/15	OWD	Committee Agenda Briefing - Gen Mgr.		6
4.	02/15	CV	CV Chamber's Annual Installation Dinner (No Charge)		
✓ 5.	02/20	OWD	Finance, Admin & Communications Committee	20	
✓ 6.	02/21	OWD	Engineering, Ops & Water Resources Committee	20	
7.	02/21/	CSDA	Qtrly Mtg - UT Watchdog J McDonald (No Charge)		44
✓ 8.	02/25	OWD	Desalination Committee	20	
9.					
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16.					
17.					
18.					

0.* 5.* x 100.00 = 500.* 0.* 20.+ 20.+ 20.+ 20.+ 80.* 80.* x 0.5650 = 45.2*

Per Diem

Mileage

Total Meeting Per Diem: \$500
 (\$100 per meeting)

Total Mileage Claimed: 140 miles

Jose L. Lopez
 (Director's Signature)

W/D 4-23-12 h 4/23/13

13 APR 23 AM 10:19

GM Receipt: *[Signature]*

Date: 3/18/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____



OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mark Robak

Period Covered:

Employee Number: 7014

From: 1-1-13 To: 3-15-13

3217 Fair Oaks Lane, Spring Valley, CA 91978

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
ad ✓ 1	1-8	Monthly Otay Board Meeting	General District Business	4	6
ad ✓ 2	1-15	Council of Water Utilities	Discussion of potable reuse	0	54
3	1-24	Otay Mesa Chamber of Commerce Breakfast	Discussion of border crossing, other issues - NO CHARGE	0	0
4	1-24	East County Chamber Mixer	Monthly meeting - NO CHARGE	0	0
ad ✓ 5	2-6	Monthly Otay Board Meeting	General District Business	4	6
ad ✓ 6	2-13	Lunch with General Manager	Discussion of concerns and objectives	0	0
7	2-13	Annual State of the County Address	Address by Board Chair - NO CHARGE	0	0
ad ✓ 8	2-21	CSDA Dinner	Talk by U-T Watchdog reporter - Jeff McDonald	0	24
9	3-1	Chula Vista Chamber of Commerce Breakfast	Discussion of proposed new Chula Vista University - NO CHARGE	0	0
ad ✓ 10	3-6	Monthly Otay Board Meeting	General District Business	4	6

Total Meeting Per Diem: \$600
(\$100 per meeting)

12 98.96

Total Mileage Claimed: 102 miles

Mark Robak

(Director's Signature)

Receipt
GM Approval: *[Signature]*

Date: 3/18/13

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

'13 MAR 19 PM 1:10



AB000-1B2000-2101-528101 200.00
AB000-1B2000-2101-521102 29.38

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 1/1/2013 To: 1/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE	
				HOME to OWD OWD to HOME	OTHER LOCATIONS
✓ 1	1/22/13	FA & C Committee Mtg	Agenda	26	
✓ 2	1/8/13	Board Mtg	Agenda	26	
✓ 3	1/11/13	Albondigas Lunch	Community meeting - rep OWD		10 ✓
4					
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					26 * +
					52 * *

Per diem

Mileage

Total \$200 ✓

(\$100 per

Total Mileage Claimed: 62 miles

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100 * *
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200 * 00 * ✓
0 * *
26 * +
26 * +
52 * *
52 * *
0 * 5650 = ✓
29 * 38 *

(Director's Signature)

GM Receipt:

Date: 2/20/13

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

INSTRUCTIONS ON REVERSE



AB000. 1B2000. 2101. 528101 300.00
AB000. 1B2000. 2101. 521102 29.38

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 2/1/2013 To: 2/28/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	2/13/13	State of County Address	Represent OWD		28
2	2/15/13	CV Chamber Dinner	Represent OWD		18
3	2/19/13	Council of SD County Water Agencies*	US-Mexico Water Issues		74
4	2/20/13	FA&C Committee*	Agenda	26	
5	2/25/13	Desal Committee*	Agenda	26	
6	2/25/13	Redev Oversight Committee*	Agenda		10
7	2/13/13	Mtg - Barbara Steinberg	Official Director Photo for OWD		44

0.* 3.*x 100.00= 300.00*
0.* 0.* 26.+ 26.+ 52.* 52.x 0.5650= 29.38*

Per Mem *Mileage*

Total \$300.*
(\$100 per
Total Mileage Claimed: 226

Mitchell Thompson
(Director's Signature)

GM Receipt: *[Signature]*

Date: 2/26/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

13 MAR 8 PM 12:15

INSTRUCTIONS ON REVERSE



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	Various DIV.NO. ALL
SUBMITTED BY:	Stephen Dobrawa, Purchasing and Facilities Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rom Sarno, Chief of Administrative Services <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	AUTHORIZATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into a five-year uniform agreement (three-years, with two (2) one-year options) with Mission Linen Supply, Inc. for uniform, laundry, floor mat, and towel services in an amount not-to-exceed \$165,000.

COMMITTEE ACTION:

Please see "Attachment A".

PURPOSE:

To obtain Board authorization to enter into a five-year uniform service agreement with Mission Linen Supply, Inc, to provide employee uniform, laundry, floor mat, and towel services in an amount not-to-exceed \$165,000.

ANALYSIS:

The District's current five-year uniform service agreement with Prudential Overall Supply will expire on July 1, 2013. Under this agreement, the District leases uniform shirts, pants, and shorts and obtains laundry services for those employees required to wear a District uniform. Additionally, under this agreement floor mat and shop/shower towel service is provided. The annual cost for all services is \$49,500, or \$247,500 over the agreement's five-year term.

On April 18, 2013, five vendors submitted bids for these services as follows:

	Mission Linen	Unifirst	Cintas	Aramark	Prudential
Year 1	31,794.10	35,434.22	46,044.86	47,646.04	52,647.40
Year 2	32,592.61	35,852.56	46,044.86	49,002.20	54,305.02
Year 3	33,424.77	36,278.46	46,044.86	50,385.40	55,490.97
Option Year 1	33,424.77	36,708.52	46,044.86	51,747.80	58,096.64
Option Year 2	33,424.77	37,147.44	46,044.86	53,139.32	59,203.82
Total	\$164,661.02	\$181,422.19	\$230,224.28	\$251,920.76	\$279,503.85

The lowest bidder, Mission Linen Supply, Inc., has provided uniform services to the District in the past and the District is confident that they understand and can meet the District's current requirements.

The proposed agreement represents an approximate five-year cost reduction of 33% or \$82,500.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The proposed FY 2014 Operating Budget for uniforms and uniform services is \$53,500. A review of planned expenditures for this budget indicates that there will be sufficient funds available to cover the Year-1 cost of \$31,794.10.

STRATEGIC GOAL:

The proposed agreement supports the District's Financial Goal to "Provide enhanced value by directing and managing the financial issues that are critical to the District".

LEGAL IMPACT:

None.

Attachments: Attachment A - Committee Action Report



ATTACHMENT A

SUBJECT/PROJECT:	AUTHORIZATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee met on May 15, 2013 to review this item. The Committee supports presentation to the full Board for their consideration.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full Board.

AGENDA ITEM 5



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	Various DIV.NO. ALL
SUBMITTED BY:	Stephen Dobra, Purchasing Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rom Sarno, Chief of Administrative Services <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	DECLARATION OF SURPLUS VEHICLES AND EQUIPMENT		

GENERAL MANAGER'S RECOMMENDATION:

That the Board declare the identified vehicles and equipment as surplus to the District's needs.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To present a list of vehicles and equipment and obtain Board declaration that the items identified on the list are surplus to the District's needs.

ANALYSIS:

Listed below are various vehicles and equipment that have been determined by the user departments to be of no use, obsolete (spare parts and service not available), beyond useful life and, or, not

cost effective to repair or operate and therefore, surplus to the District's needs.

Vehicles Identified as Surplus

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Reason for Declaration</u>
1	1	Unit 94, 1996 Ford Superduty Utility Truck, FA#8094, VIN 1FDLF7G3TEB38026, 86,018 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.
2	1	Unit 126, 2001 Ford F-250 Utility Truck, FA#8126, VIN 1FTNF20L51EB16504, 98,112 miles.	No longer cost effective to maintain and operate. Vehicle is no longer required.
3	1	Unit 103, 1998 Chevrolet C-3500 Dump Truck, FA#8103, VIN 1Gkbc34f4wf045646, 90,903 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.
4	1	Unit 56, 1995 Ford LT9000 Dump Truck, FA#8056, VIN# 1FDYU90L4RVA25176, 160,194 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.

Equipment Identified as Surplus

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Reason for Declaration</u>
5	1	FA#3154, 1985 Light Tower/Trailer, VIN86079896	No longer meets operational specifications or requirements. Replaced.
6	1	FA#2750, 1995 Power-Vac Vacuum/Trailer, License #949609	No longer cost effective to maintain and operate and is no longer required.
7	1	FA#920, 1984 Eager Beaver Trailer, VIN 112TXT207EA200014	No longer meets operational specifications or requirements. No longer cost effective to maintain and operate and is no longer required.

8	1	FA#1921, 1984 Eager Beaver Trailer, VIN 112TDV304LA034535	No longer meets operational specifications or requirements. No longer cost effective to maintain and operate and is no longer required.
5	1	Forklift, Champ, FA# 435	No longer required.

Before vehicles and equipment (where the individual acquisition cost exceeded \$5000) can be disposed of, the Board must first declare the items as surplus (*ref: Purchasing Manual, Section 12*).

The District's Purchasing Manual identifies the process for disposing of material, equipment, and supplies that have been declared surplus. Typically, items declared surplus are disposed of by sale through public auction.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The salvage value and associated gain or loss on items is not determined until their disposal. Therefore, the fiscal impact of the recommended action is not known at this time.

STRATEGIC GOAL:

This action supports the District's goal to ensure financial health through efficient operations.

LEGAL IMPACT:

None.

Attachments: Attachment A - Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee met on May 15, 2013 to review this item. The Committee supports presentation to the full Board for their consideration.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.

AGENDA ITEM 6



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Armando Buelna Communications Officer	PROJECT:	Various DIV.NO. ALL
APPROVED BY:	<input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Authorize Agreement with Brownstein Hyatt Farber Schreck (BHYP) for State and Federal Legislative Issues Advocacy		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors authorize the General Manager to execute a two-year Agreement with Brownstein Hyatt Farber Schreck (BHFS) in an amount not-to exceed \$35,000 annually (\$70,000 total ending June 30, 2015) for state and federal legislative issues advocacy.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To obtain Board authorization for the General Manager to enter into a Consulting Services Agreement with Brownstein Hyatt Farber Schreck for an amount not-to-exceed \$35,000 annually commencing July 1, 2013 for two years (\$70,000 total ending June 30, 2015) for professional and consulting services for District related state and federal legislative issues advocacy.

ANALYSIS:

Procedures governing the selection of general consultants in the performance of District work are outlined in the District's Purchasing Procedures Manual.

The District has a time and service consulting agreement with BHFS for legislative advocacy services. This action will replace the consultant's Legislative Issues and Service Agreement that expires on June 30, 2013 and authorizes the General Manager to execute a two-year Agreement with BHFS in an amount not-to exceed \$35,000 annually (\$70,000 total) through June 30, 2015 for state and federal legislative issues advocacy. This action would provide for a continuation of services with BHFS acting as government relations advocate and counsel in Sacramento and Washington DC.

Based on past work, experience, knowledge, contacts and access to key legislators both in Sacramento and Washington DC, the District feels BHFS is uniquely qualified to best meet the District's needs for state and federal legislative issues advocacy.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

Legislative advocacy is included in the General Manager's Outside Services budget. The total Fiscal Year 2013 budget for Legislative Advocacy is \$35,000. Total expenditures, plus outstanding commitments for general legislative advocacy to date are \$21,435. Based on a financial review of the General Manager's budget, the Communication Officer has determined that the budget is sufficient to support the general legislative advocacy services through the end of the Fiscal Year.

A funding request for the Agreement has been included in the Fiscal Year (FY) 2014 budget and will be included in the FY 2015 budget request. Funds will be expended in FY 2014 and FY 2015.

STRATEGIC GOAL:
This action supports the District's goal for providing the best quality water service to the customers of the Otay Water District.

LEGAL IMPACT:
None.

Attachments: Attachment A - Committee Action
 Attachment B - Contract



ATTACHMENT A

SUBJECT/PROJECT:	Authorize Agreement with Brownstein Hyatt Farber Schreck (BHYF) for State and Federal Legislative Issues Advocacy
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COMMITTEE ACTION:

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



May 8, 2013

Robert J. Saperstein
Attorney at Law
805.882.1417 tel
805.965.4333 fax
RSaperstein@bhfs.com

Mark Watton
General Manager
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, CA 91978-2096

RE: Fee Agreement for Representation
Client-Matter No. 041018.11

Dear Mr. Watton:

You have asked us, and we have agreed to continue to act as government relations counsel for Otay Water District ("District"). The purpose of this letter is to confirm the terms and conditions of Brownstein Hyatt Farber Schreck's ("BHFS") representation.

The scope of BHFS representation shall be as described on Exhibit A ("Services"). Chris Frahm will be the principal representative for the provision of services in California with support from Rosanna Carvacho, Greg Wesley and any other lobbyists as assigned in our Sacramento office. In the performance of Services, BHFS shall report to and receive instructions from you as General Manager on behalf of the District, or, as otherwise directed by you.

The term of this Agreement shall commence on July 1, 2013 and shall end on June 30, 2015, with the understanding that the agreement shall be subject to review from time to time to determine if the monthly retainer for state advocacy services should be adjusted upward, downward or the agreement terminated. BHFS shall be paid in accordance with the terms described on Exhibit B. We will bill you for services rendered and disbursements and charges on a monthly basis in accordance with our Standard Terms and Conditions and billing rates, a copy of which is attached. You agree to pay these statements within 30 (thirty) days of your receipt of the billing statement.

BHFS provides a wide array of legal and advocacy services to many clients around the world. These services include legislative and administrative representation on policy matters which you believe may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

You also agree that the work product of our attorneys, public policy professionals, and staff, including notes, research, and documents which we prepare, is the property of the District. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon

21 East Carrillo Street
Santa Barbara, CA 93101-2706
main 805.963.7000

completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files.

We are very pleased and privileged to continue to work with you and the District. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,



Robert J. Saperstein
California Managing Shareholder
BROWNSTEIN HYATT FARBER SCHRECK, LLP

Enclosures: Exhibit A: Scope of Work
Exhibit B: Rate Schedule
Standard Terms and Conditions

ACCEPTED AND AGREED TO:

OTAY WATER DISTRICT

By: _____
Mark Watton
General Manager

Date: _____

By: _____
Richard Romero
General Counsel

Date: _____

ACCEPTED AND AGREED TO:

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
Robert J. Saperstein
Managing Shareholder, California

Date: _____

Exhibit A
Scope of Work

1. Track all pending and introduced legislation including bill amendments and report to the General Manager on legislation of interest to the District.
2. Monitor and attend Senate and Assembly Water Committee agendas and hearings as requested by the General Manager.
3. Monitor ACWA and other water agencies and other special district lobbying group activities and report to the General Manager on matters of interest to the District.
4. Schedule meetings and communications with legislators and the Administration as requested by the client.
5. Prepare and distribute support and opposition letters to proposed legislation.
6. Draft and distribute advocacy positions as requested.
7. Ongoing consulting with Ms. Frahm regarding pending and introduced legislation and bill amendments, hearings and agendas, and other matters of interest to the District in Sacramento.
8. Report, from time to time, as requested, on the progress of legislative activities.

Exhibit B
Rate Schedule

1. BHFS shall be compensated for actual services performed in accordance with this Agreement.
2. All state advocacy services shall be billed at the firm's standard hourly rates in an amount not to exceed \$35,000 annually for all state advocacy services under this Agreement.

BHFS will be reimbursed for all reasonable out of pocket expenses incurred in performance of Services under this Agreement. BHFS shall request written pre-approval of any single expense in excess of \$250 or any monthly sum of expenses in excess of \$500. BHFS shall submit to the District detailed receipts and a detailed invoice for all out-of-pocket expenses. Any entertainment or meal expenses must be pre-approved by the District. Failure to obtain pre-approval may result in denial of reimbursement.

041018\0009\10316016.1

BROWNSTEIN HYATT FARBER SCHRECK, LLP

STANDARD TERMS AND CONDITIONS

Scope of Representation: The scope of our representation is set forth in the attached Letter. Our representation of you on any particular matter will end when we have completed our essential work on that matter.

Duties of the Parties: We agree to provide all legal services reasonably required to represent you, consistent with our ethical obligations. It is our intent to provide you with thorough, prompt and cost-efficient legal services, keep you informed of significant developments in the matter, and respond to your inquiries. You agree to fully cooperate with us, be open and truthful and provide us with all information pertaining to the matter, keep us informed of developments, to pay our bills in a timely manner, and keep us advised of your address, telephone number and whereabouts. You also agree to appear at any proceeding we deem necessary and to cooperate fully with us on all matters related to the investigation, preparation and presentation of your matter.

Fees: We review all billing statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. The current range of hourly rates for our professional services is:

Partners:	From \$350 to \$970 per hour
Of Counsels:	From \$300 to \$930 per hour
Associates:	From \$210 to \$400 per hour
Land Use Planners:	From \$150 to \$250 per hour
Paralegals:	From \$150 to \$230 per hour
Legal Assistants:	From \$100 to \$150 per hour

We adjust our rate structure at the beginning of each calendar year. You agree to pay all fees billed at the then-current rate.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize specialized contract attorneys and legal assistants as necessary. You agree to pay the reasonable hourly rate for these legal services.

In-House Costs and External Expenses: In addition to charging fees for legal work, we will charge for certain out-of-pocket costs incurred by our firm in representing clients. Charges for long distance telephone calls, facsimile charges, in-office copying, ordinary postage and deliveries made by in-house staff are covered by an administrative fee. This administrative fee is in lieu of itemizing those costs. Other fees, such as computer-assisted legal research and third party vendor fees including document copying, transcript production, overnight delivery service charges, travel, meals and hotel accommodations will be itemized and billed separately at cost.

Other in-house costs and expenses include, but are not limited to, secretarial overtime, extraordinary administrative, technical or accounting support; computer legal research; messenger and other delivery fees; mileage, and the cost of licensing and other installation of special computer programming to manage your case. These are directly billed to you at our cost.

External expenses are also charged at cost. These include, but are not limited to, the following: Notary fees; consultant costs, investigative costs, professional mediator, arbitrator and/or special master fees; travel costs, including parking,

transportation, meals and hotels. External expenses will either be passed through to you for direct payment to the vendor or included on your statement. We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter and will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators. We will not incur any major external expenses on your behalf without your prior approval.

Billing Period and Payments: We will bill you for services rendered and disbursements and charges on a monthly, or such other periodic, basis as we may determine. If you require additional statements, you agree to request them at intervals of no less than 30 days and we agree to respond within 10 days.

You agree to inform us of any dispute you may have with respect to a statement within 10 days of the statement date. If you do not object, the statement will be deemed correct. If you do object, we will consider our right to the fees and costs set forth on that statement as "disputed." Absent a dispute, you agree to pay all statements upon receipt, and no later than the last day of the month in which you receive the statement. Even if you dispute a portion of a statement, you agree to pay the undisputed portion not later than the last day of the month in which you receive the statement. If payment is not timely received, we may assess a monthly delinquency charge of 1.25% (15% per year) of the amount not paid until paid in full. Payments will be applied to the longest outstanding charges in the following order: first, costs, then delinquency charges, and then fees.

Retainers: If required, you agree to pay an advance fee retainer upon execution of this agreement and agree that we may, at our discretion, withdraw the undisputed amount of any statement, whether fees or costs, from any retainer you have on deposit. You agree to replenish the retainer monthly to maintain a credit toward fees. That means that, even though you have a retainer on account, you still must pay your statements as they become due. If we expect significant additional expenses, you agree to provide a further retainer within 15 days of our request.

Your retainer will be held on your behalf in our trust account without interest to you, because California law requires all interest earned on such funds to be forwarded to the California State Bar for its Legal Service Trust Fund Program. If you prefer, you may request that we hold your funds in a non-interest bearing account, or in an interest bearing account for your benefit. If you make such a request, you agree to pay administrative costs of a one-time \$75 set-up charge and a \$25 per month service charge. At the conclusion of our representation, we will return any unearned retainer to you.

As an additional retainer and as security for the payment of our fees, costs and expenses, you agree that we have a first priority lien on all claims and causes of action that are the subject of our representation under this Agreement and on all proceeds or property obtained or recovered, whether by agreement, settlement, mediation, arbitration award, court judgment, cost or fee award or otherwise resulting from our representation.

No Guarantee: Our comments about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard.

Discharge: Our goal is to maintain at all times a constructive and positive relationship with you, to the conclusion of this matter and in future matters. However, you have the right to discharge us as your lawyers at any time, and we have the right to withdraw from your representation at any time, consistent with our ethical obligations. If you discharge us or we elect to withdraw, you agree to immediately secure new counsel. If we are your attorneys of record in any proceeding, you agree to cooperate fully in substituting such new counsel as your attorneys of record. At the time of discharge or withdrawal, you agree to immediately pay us for all services rendered to you and for all costs and expense paid or incurred by us on your behalf.

Files: At the conclusion of our services, your files will be transferred to you upon request. You agree to pay the cost of accessing, copying and delivering the file to you. If you do not request the return of your files within five (5) years from either the completion of our essential work on the matter or the termination of our relationship by discharge or withdrawal, we have the right, but not the obligation, to destroy any files created and maintained by us with respect to the matter.

Disputes: Any controversy or claim arising out of or relating to fees and/or costs incurred under this Agreement shall be resolved pursuant to Business and Professions Code section 6200 *et seq.* All other disputes arising out of or relating to this Agreement or the professional services rendered under this Agreement, shall be determined in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. Each side shall bear its own costs and attorney fees in said arbitration.

Miscellaneous: Unless you instruct us to the contrary in writing, we will utilize facsimile, e-mail, cellular phone, PDA and similar communication methods, and we disclaim any liability for unauthorized third-party interception of communications. You agree that we may use your name and information generally available to the public in our marketing efforts.

Interpretation and Effective Date: This agreement is our entire and only agreement and is governed by California law. If any provision is found unenforceable, the remainder of the agreement will remain in effect. This agreement will not take effect until you sign and return the enclosed copy of the letter with these terms and conditions attached and until the agreement has been countersigned by the firm's Managing Partner. This agreement will then be retroactive to the date services were first provided. If this agreement does not take effect, you will still be required to pay us the reasonable value of any services we have performed for you.

AGENDA ITEM 7



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT/ SUBPROJECT:	AS001- DIV.NO. 5 CS0005
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute an agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (New Cingular) for the installation of a communications facility at the 1296-1, 2, & 3 Reservoir Sites (see Exhibit A for Project Location).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To obtain Board approval authorizing the General Manager to execute an agreement (see Attachment B) with New Cingular that allows the installation of a communications facility at the 1296-1, 2, & 3 Reservoir Sites. The agreement will grant New Cingular the right to use approximately 400 square feet of leased area.

ANALYSIS:

New Cingular will be the third cellular provider locating its facilities on the 1296-1, 2, & 3 Reservoir Sites. Currently, T-Mobile and Sprint PCS are the other two cellular providers at this location. New Cingular is proposing to construct, operate, and maintain an unmanned wireless communications facility consisting of twelve (12) panel antennas which will be façade mounted to the side of two (2) existing 33-foot high water tanks. Four (4) ground-mounted base transceiver station (BTS) radio equipment cabinets shall be enclosed in a 24-feet-10.5-inches(L) x 6-feet-2.5-inches(W) x 8-feet(H) dark-tan concrete block enclosure to screen the equipment. The overall lease area shall be comprised of approximately 400 square feet. The facility shall have its own SDG&E electrical service/meter and connection to landline telephone service.

As included in the proposed agreement, the tenant will have the option to extend the term for three additional five-year periods. Two additional five-year extensions may be granted at the District's discretion. At the beginning of each extension term, the District may choose to adjust the annual rent, effective the first year of each extension term by four percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

The agreement also includes an initial \$2,500 payment toward the District's non-refundable administrative fee of \$6,500 paid to reimburse the District for staff time to supervise and assist in conducting an investigation of the proposed premises, site selection, planning, and design, including legal expenses; this fee is separate from the rent. The remaining balance of \$4,000 will be due and payable upon execution of this agreement by both parties to reimburse the District for administrative expenses and costs related to District's supervision and assistance with construction phases of the Project.

The District will receive copies of construction drawings, all permits, and approvals by local regulatory agencies prior to granting permission to start construction. Staff agrees with the design concept for the proposed facility construction.

FISCAL IMPACT: Joseph Beachem, Chief Financial Officer

The District will receive \$3,175 per month in rent effective upon execution of the lease agreement for a period of five years, subject to an annual inflation adjustment of four percent.

LEGAL IMPACT:

The agreement has been reviewed and approved by District General Counsel for content and form.

STRATEGIC GOAL:

The District ensures its continued financial health through long-term financial planning, formalized financial policies, enhanced budget controls, fair pricing, debt planning, and improved financial reporting.

DJM/RP:jf

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1296-1&2\staff report\BD 06-05-2013\BD 06_05_2013_Staff Report_New Cingular @ 1296 3 res.doc

Attachments: Attachment A - Committee Action
Attachment B - Agreement
Exhibit A - Location Map



ATTACHMENT A

SUBJECT/PROJECT: AS001-CS0005	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites
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COMMITTEE ACTION:

The Finance, Administration, and Communications Committee (Committee) reviewed this item at a meeting held on May 15, 2013. The Committee supported Staff's recommendation.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



ATTACHMENT B

SUBJECT/PROJECT: AS001-CS0005	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites
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See attached lease agreement.

TELECOMMUNICATION FACILITY AGREEMENT
 BETWEEN NEW CINGULAR WIRELESS PCS, LLC
 AND OTAY WATER DISTRICT TO LOCATE A
 COMMUNICATIONS FACILITY AT OTAY'S 1296 - 1,
 2 & 3 RESERVOIR SITE
 (13635 Bear Mountain Way)

This Telecommunication Facility Agreement (the "Agreement") is entered into and effective on the date specified in the signature page (the "Commencement Date"), by and between the Otay Water District, a municipal water district organized and operated pursuant to the Water Code Section 71000, et seq. ("Otay"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"). Special terms and conditions are set forth on Exhibit A.

R E C I T A L S

- A. Otay owns a site on which it has constructed water facilities known as the "1296 - 1, 2 & 3," as depicted on Attachment A to Exhibit B (the "Reservoir Site").
- B. Tenant has requested Otay to allow it to locate a communications facility and transmitting and receiving antennas at the Reservoir Site pursuant to the terms and conditions set forth herein.
- C. Otay is willing to allow Tenant to locate the Facilities (defined below) at the Reservoir Site pursuant to the terms and conditions set forth herein.

A G R E E M E N T

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Otay and Tenant agree as follows:

1. Premises. Otay owns the real property described in Attachment B to Exhibit B (the "Property"). Otay agrees to lease to Tenant, for the installation of antennas and related telecommunications equipment, approximately 400 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises").
2. Grant of Non-Exclusive Trench and Utility Easement(s). Upon written request from Tenant, Otay agrees to grant a non-exclusive easement, as legally described and depicted in Exhibit C to this Agreement (the "Easement"), for certain agreed-upon portions of the Property for the purpose of trenching and for the installation and maintenance of the Otay approved utilities needed by Tenant for the Facilities. It is expressly agreed that any such Easement shall only be valid if signed by the parties and, if so, it shall run concurrently with this Agreement and shall terminate automatically if this Agreement is terminated or ceases to exist for any reason. Tenant agrees, holding Otay harmless for any cost or expense, to return any such Easement and any portions of the Property disturbed in connection with the Facilities or any Tenant activity to their original condition, or any other condition acceptable to Otay, as evidenced in advance of the work in a writing signed by Otay representatives.

Tenant acknowledges that the Property is used in connection with Otay's storage and delivery of water and other services to the public, and agrees that such uses by Otay are superior in all respects to all uses by Tenant. Upon receipt of twelve (12) months written notice from Otay (or less if six-months' notice cannot be reasonably given), Tenant shall at its sole expense relocate its Easement to another mutually agreeable location within the Property. Otay and

Tenant shall reasonably cooperate in such relocation, however if no such suitable location can be agreed-upon, either party may terminate this Agreement without further liability to the other party.

Non-exclusive means, in connection with the Easement described and defined in this Section 2, that Otay or any person or entity authorized by Otay may utilize the easement area for any purpose which does not interfere with Tenant's use, including a purpose similar to Tenant's. Otay shall provide Tenant with advance notice of any intention to use, or authorize a third party to use, the easement area.

3. Use of the Premises. The Premises may be used by Tenant only for the purpose of installing, constructing, housing, operating, maintaining and repairing its own, Otay-approved telecommunication equipment, including appurtenant antennas and electronic equipment, as further described and conditioned in this Agreement (collectively, the "Facilities"), for the lawful provision of communication services. Tenant may not sublease, sublicense or permit another entity any use of space at the Premises or the Facilities, except as provided in Section 12, below.

4. Access. Subject to compliance with the conditions set forth below, Otay agrees to provide access over pre-identified portions of the Property to the Premises to Tenant, Tenant's employees, agents, contractors and subcontractors (collectively, "Tenant Parties"), 24 hours a day, seven days a week, at no additional charge to Tenant. Neither Tenant nor Tenant Parties shall wander off into other portions of the Property or attempt to use or access any Otay facility. If access to the Premises is available without or with minimum intrusion into any portion of the Property, such access shall be the preferred route and Otay may require the Tenant, at the Tenant's cost, to fence the Facilities so as to separate them from the rest of the Property and all other improvements.

a. Ingress and Egress. Otay hereby grants to Tenant and Tenant Parties such rights of ingress and egress over the Property as may be necessary and consistent with the authorized use of the Premises as outlined by Otay Operations; provided, however, that such access shall at all times be in compliance with and subject to Otay's rules, policies and regulations and shall not, at any time, interfere with Otay operations or cause or threaten to cause any contamination of Otay facilities or the Property.

b. Parking by Tenant. Subject to the foregoing, Otay agrees to permit Tenant and Tenant Parties to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. No vehicle or trailer of any type shall be left unattended at any time or parked overnight, by Tenant or Tenant Parties, on any portion of the Property, including the Premises. Upon Otay's request, Tenant shall immediately cause to be relocated any vehicle, trailer, or any other blockage of any type (other than Otay-approved Facilities), belonging to Tenant or any Tenant Party.

c. Maintenance of Access. Otay shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Property, in a manner reasonably sufficient to allow access. Otay may assess a charge on Tenant to reimburse Otay for the full cost of any damage or excessive wear caused by Tenant and Tenant Parties.

d. Additional Access. Tenant is responsible for, at no cost to Otay, obtaining and maintaining all permits, licenses or easements from the owners of any affected real property (whether adjacent to the Property or not), as may be necessary for Tenant to have any and all access to and from the Property required in connection with this Agreement and the Facilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

5. Term. The term of this Agreement shall be five (5) years (the "Initial Term"), commencing on the Commencement Date. Tenant shall have the right to extend the term of the Agreement for three (3) additional terms of five (5) years each (each, an "Extension Term") by giving Otay written notice of its intention to do so at least 120 days prior to the date that the then current term would otherwise end. Failure to give such notice entitles Otay to, at its option, terminate this Agreement at the end of the then current Initial Term or Extension Term. In addition, so long as Tenant is in full compliance with the terms and conditions of this Agreement, Tenant may request up to two (2) additional extensions of five (5) years each, which Otay may grant or deny at its sole discretion (each, an "Additional Term" and together with the Initial Term and Extension Term, or individually, as the context requires, the "Term"); such request(s) shall be in writing and received by Otay no less than 120 days prior to the expiration of the then current Extension Term or Additional Term, as applicable.

6. Payment of Costs; Deposit and Administrative Fees. Tenant agrees to pay all actual costs and expenses incurred by Otay directly in connection with the Facilities and this Agreement, including negotiation and processing hereof, plan checking and inspection of Tenant facilities, costs of inspection, repairs or replacement of any Otay facilities affected or damaged, and all other actual costs or expenses of Otay attributable to the matters herein contemplated, plus a reasonable amount for Otay's overhead costs in connection therewith.

a. Deposit. Tenant has made a deposit, concurrent with its application, and has agreed to make any additional deposits required in connection with Otay's review of the application, negotiation of this Agreement, including legal review, site visits, review of drawings and other costs relating such matters incurred by Otay up to the time this Agreement is executed. Tenant forfeits any claim to such deposits except to the extent Otay determines after this Agreement is executed that amounts in excess of the Otay's costs and expenses have been paid. Any such excess amounts may, at the sole discretion of Otay, be credited toward administrative fees or any other costs then due by Tenant, if any. If no amounts are due, excess deposits will be reimbursed to Tenant.

b. Administrative Fees. An initial administrative fee of Four Thousand Five Hundred Dollars (\$4,500) shall be paid to Otay on or prior to the date of execution of this Agreement to defray costs relating to review and processing of Tenant's conditional use permits, inspection of the Facilities during construction and other related costs. In addition, administrative fees may be charged at Otay's discretion during the Term to recover costs and expenses actually incurred by Otay, including attorneys and consultant's fees, if any, in connection with any Tenant activity that requires Otay staff to spend time in supervision, inspection, investigation or other review; such costs include but are not limited to any amendments to this Agreement, any default or any failure of Tenant to secure or renew any permit, approval, license or easement and any investigation Otay deems reasonably required in connection with the Premises or the Facilities, including without limitation any investigation of a potential contamination of any portion of the Property due to any Tenant activity or improvement.

c. Security Deposit. Within thirty (30) days following the Commencement Date of this Agreement, Tenant shall pay to Otay a sum equal to two months' Rent as a deposit ("Security Deposit") to secure the Tenant's performance of the covenants contained herein. Tenant shall maintain the Security Deposit balance equal to the amount established herein over the life of this Agreement. If Otay applies any portion of the Security Deposit, Tenant shall within 30 days after receipt of written notice by Tenant from Otay, deposit an amount sufficient to restore the Security Deposit to its original amount. No part of the Security Deposit is to be

considered as an advance payment of Rent, including last months' Rent, nor is it to be used or refunded prior to the leased Premises being permanently and totally vacated by the Tenant. After the Tenant has vacated the Premises, Otay shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the Security Deposit retained by Otay. Otay may withhold that portion of Tenant's Security Deposit necessary (a) to remedy any default by Tenant in the payment of Rent or any other provision of this Agreement, (b) to repair damages to the premises or any expense, loss, or damage that Otay may suffer due directly to any default by Tenant, (c) to restore the premises to meet Otay's reasonable standards, (d) any amount that Otay may actually incur or become obligated to spend in exercising Otay's rights under this Agreement or recoverable under law. The unused portion of the Security Deposit shall be returned to the Tenant without interest no later than 60 days after expiration or earlier termination of this Agreement.

Tenant waives the provisions of California Civil Code §1950.7, and all other provisions of law now in force or that become in force after the Commencement Date, that provide that Otay may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of accrued Rent, to repair damage caused by Tenant, or to clean the Premises. Otay and Tenant agree that Otay may, in addition, claim those sums reasonably necessary to compensate Otay for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, Independent contractors, or invited guests, including future Rent payments.

d. None of the deposits or other payment of costs or administrative fees constitutes or shall be considered Rent (defined below).

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of Three Thousand One Hundred Seventy-Five (\$3,175) per month ("Rent") payable on the first day of each month in advance. If the Commencement Date is prior to the fifteenth day of the month of commencement, the full month's Rent will be due on the Commencement Date. If the Commencement Date is on or after the fifteenth day of the month of commencement, payment of Rent will begin the first day of the following month.

Tenant may make Rent payments up to 5 days past due date without penalty, unless continual late payments for two (2) consecutive months occur. A fee shall be imposed after the 5th day and shall be 20% of the amount currently due. Failure to pay Rent within thirty (30) calendar days following Tenant's receipt of Otay's written notice that Rent is past due shall be an Event of Default as provided by Section 17. Notwithstanding the foregoing, Tenant's failure to pay Rent on the due date for more than three (3) times over any consecutive twelve (12) month period during the Term shall only require Landlord to provide a written notice to cure the Rent default within five (5) business days of Tenant's receipt of Otay's written notice. At Otay's sole discretion, immediately following an uncured Event of Default, Otay may elect to terminate the Agreement and seek any remedy available by this Agreement or at law. If Tenant tenders a check, which is dishonored by a banking institution, than the Tenant shall tender cash or cashier's check only for all future payments, which shall continue until such time as written consent is obtained from Otay. In addition, Tenant shall be liable in the sum of \$25 for each dishonored check that is returned to Otay.

a. Rent Increases. The Rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum. However, at the beginning of each Extension Term or Additional Term, if any, Otay may, at its sole and absolute discretion, choose to adjust the annual rent, effective on the first year of said Extension Term or Additional

Term, by an amount equal to the greater of: (i) four percent (4%); or (ii) the amount necessary to ensure that the rent equals the amount it would have been if each annual increase during the previous Term had been calculated based on the average percentage increases in the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) (the "CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area for the immediately preceding 5 year period. If the publication of the Consumer Price Index is discontinued, or if the Consumer Price Index is altered in some material manner, including changing the name of the index, the geographic area covered, the consumers or workers so included, or the base year, the Parties must use their reasonable best efforts to agree on a substitute index or procedure that reasonably reflects and monitors consumer prices in the greater San Diego metropolitan area. After such an adjustment, the rent shall increase at a rate of four percent (4%) per annum for the rest of the applicable Extension Term or Additional Term, if any. Otay shall also have the discretion to adjust the base rent to then current market rent in the Additional Term if said market rent is greater than the CPI increase provided for in the above formula. The "then current market rent" shall be defined as the most recent rent transaction entered into by Otay with other similar wireless communications tenants for the same or similar purposes and for similar sized premises.

8. Environmental. Otay represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials other than those materials normally used by Otay for its usual purposes and that there is no known hazardous waste on the Premises. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. sealed batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents); provided that Tenant shall use best efforts to ensure that NONE of any such contaminants come into contact with ANY soil on the Premises or the Property or with any portion or any Otay facilities. Tenant shall handle, store and dispose of all hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations ("Laws"). "Hazardous materials" means any substance, chemical, pollutant or waste that is identified, at the time the contamination or spill occurs, as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes, but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof). Tenant shall indemnify, defend and hold Otay, its directors, officers, employees, agents, consultants, successors attorneys and assigns (each an "Otay Party" and collectively, "Otay Parties") harmless for any damages, claims, liabilities, suits, actions or proceedings of any kind arising in connection with Tenant's use or storage of hazardous materials. Notwithstanding the preceding sentence, in the event that a Transfer (as defined in Section 23(a) below) by Tenant of this Agreement is made to any party that is not an Affiliate of Tenant, then Otay shall have the right to reasonably approve the counsel providing the defense pursuant to this Section 8, it being the understanding of Otay and Tenant that no approval of counsel is required by Otay only for so long as Tenant (New Cingular Wireless PCS, LLC) or any Affiliate of Tenant holds the rights in and to this Agreement.

a. Remediation. If Tenant, Tenant activities or Tenant Facilities in any way cause contamination of any portion of the Property or any Otay equipment or facility, Tenant shall immediately notify Otay and, without cost or expense to Otay, Tenant shall completely remediate and shall cause the legal removal and disposal all contaminants and any contaminated soil and materials within 24 hours of Tenant's receipt of written notice from Otay. If

remediation cannot be completed within such time, it must be commenced and diligently pursued to Otay's satisfaction to avoid a default hereunder. Notwithstanding the preceding two sentences in the event of a bona fide emergency resulting from contamination caused by Tenant, its activities or Tenant Facilities, and Otay determines for the protection of the health and safety of the general public that immediate remediation is required for such contamination, Otay shall have the right, but not the obligation, to undertake the remediation of such contamination to the extent necessary to alleviate the bona fide emergency, and Tenant shall reimburse Otay for all costs and expenses actually incurred by Otay within thirty (30) days of Tenant's receipt of written invoice accompanied by reasonable substantiation of the costs so incurred. Tenant shall also, holding Otay harmless for any cost or expense, immediately cause the repair of any and all damage arising from the contamination or the remediation. Any and all contractors or workers associated with the removal of the hazardous materials and clean-up of contaminated soils or facilities must be certified the Contractors State License Board ("HAZ" Certification) pursuant to Business and Professions Code 7058.7 et seq. and proof of the required certification, insurance, and a business license is demanded and required. All remediation activities must be performed with Otay's representative(s) present.

b. Indemnity for Contamination. Tenant shall hold Otay and Otay Parties harmless from any and all costs, expenses, losses, claims, fines, penalties, forfeitures, liabilities, expenses and damages, whether constitutional, statutory, in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage), incurred, arising from or any way related to any such contamination or remediation, including without limitation all costs and expenses relating to the clean-up or replacement, by or at Otay's direction by persons or entities acceptable to Otay, of any contaminated soil, water and/or facilities and including without limitation defending Otay and Otay Parties (with legal counsel, investigators and subject matter experts acceptable to Otay) in any administrative or criminal proceeding, claim, action or litigation arising from or related to such contamination, payment of any and all fines imposed on Otay or Otay Parties, and payment of any awards or settlements. Tenant agrees to reimburse Otay for its cost relating to such remediation pursuant to Section 6.b of this Agreement.

c. Tenant's obligation to remediate and indemnify Otay for any such contamination and remediation shall survive the termination of this Agreement for any cause.

9. Installation and Maintenance of Facilities. Tenant is authorized to install, maintain and operate on the Premises only the Facilities described and depicted on Attachment A to Exhibit D; provided that all permits and zoning approvals shall have first been obtained by Tenant and shall at all times while the Facilities operate remain in full force and effect.

a. Installation of the Facilities. Tenant's design and installation of all portions of the Facilities shall be done, at no cost to Otay, according to plans approved by Otay, provided that such approval shall not be unreasonably withheld. Tenant shall not locate or attach any antennas or other equipment to any of Otay's facilities without the prior written approval of Otay of the method of attachment at Otay's sole discretion. If such Facilities are to be attached or mounted to a water tank, Tenant shall use an installation method such as a magnetic mount or other, non-destructive alternative. The Tenant shall be responsible for painting its antennas and/or equipment to match Otay's facility. Otay will provide Tenant with specifications regarding paint type, color and application method to accomplish this requirement. Painting/coating submittals shall be provided to Otay by the Tenant prior to receiving permission to begin painting. Otay may specify a camouflage design if not inconsistent with requirements of

the city or county within which the Facilities are located. These camouflage designs may include but are not limited to faux palm trees, pine trees, cypress trees, broadleaf trees, and flag poles, unipoles, and other camouflaged antenna and antenna supports.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" (also called "as-built") drawings of the Facilities showing and identifying all the equipment and improvements installed on the Premises. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, including without limitation all personal property and antennas located on the Premises and any such property of Tenant located in the Easement. No property of Tenant other than such identified property shall be located on the Premises or the Property at any time. Upon acceptance by Otay of Tenant's record drawings, in form and content satisfactory to Otay, such drawings shall replace and supersede any similar drawings contained in any exhibit attached hereto.

c. *Alterations.* Tenant shall not alter or change its Facilities in a material manner without the prior approval of Otay, such approval not to be unreasonably withheld. "Material" refers to any physical change that could affect the building structure, antenna support, interconnecting facilities or its appearance or any change that requires access to the Premises for installation of new equipment, removal of old equipment, trenching or digging or that could disrupt Otay's workplace or communications in any way or any change that requires a renewed or amended easement, permit or approval. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner and fully compliant with all government permit and code requirements. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Agreement, but must at such time restore the ground and surface underlying the removed facilities to its pre-installation condition, wear and tear excepted, and to the reasonable satisfaction of Otay.

d. *Improvements to Facilities / Additional Space.* If, at any time during the Term, Tenant requests permission from Otay to add improvements requiring construction to its then existing Facilities, the then current Administrative Fees shall be paid to Otay before any such changes are negotiated. In addition, if the requested Tenant improvements include additional area, a new agreement or, at Otay's discretion, an amendment for the additional lease space must be executed prior to start of construction and Tenant shall comply with Otay's requirements then in effect, including payment of additional rent, if any, for the additional area.

e. *Permits and Compliance with Applicable Laws.* During the Term, and prior to commencing any construction or installation of any improvements or equipment, as applicable, Tenant shall obtain all necessary approvals, permits and access easements or licenses, all of which shall be maintained in full force and effect at all times in accordance with all applicable laws, rules and regulations.

i. Prior to commencing construction, Tenant shall deliver to Otay copies of all executed licenses, approvals and permits required by local, state or federal agency in connection with the Facilities, which permits shall be attached hereto as Attachment B to Exhibit D.

ii. From time to time, as required by law or regulation in connection with the normal operation of the Facilities or as needed due to improvements or alterations to the same, Tenant shall provide Otay with updated permits, licenses and/or approvals, including without limitation written evidence, satisfactory to

Otay, of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with the FCC's electromagnetic radiation rules, set forth at 47 C.F.R. § 1.1307 et seq. and FCC Office of Engineering and Technology Bulletin 65, each as hereafter amended.

iii. Otay agrees, at no expense to Otay, to reasonably cooperate with Tenant in making application for and obtaining all governmental licenses, permits and approvals that may be required for Tenant's intended use of the Premises.

f. *Utilities.* Tenant shall be authorized to install utilities for the Premises and the Facilities at Tenant's expense and to improve the present utilities on or near the Premises (including, but not limited to the installation of an emergency back-up power) subject to Otay's approval of the location, route, design and capacity, which approval shall not be unreasonably withheld. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's facilities. If inadequate electrical power is available to provide for the Facilities, or additional electrical power is required to be installed on the Premises by Otay in its sole discretion, such installation shall be at Tenant's sole expense. The location, route, design and capacity of the additional power facility shall be approved by Otay, which shall not be unreasonably withheld.

g. *Repair of Otay's Improvements/Systems.* Any damage done to the Property or to any Otay improvement, facility or system in connection with the construction, installation, maintenance, repair, improvement, replacement or operation of the Facilities shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction by Otay staff or contractors approved by Otay. Tenant shall not locate or attach any antennas or other equipment to any of Otay's facilities without the prior written approval of Otay. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Otay's facilities, improvements and systems affected in any way by Tenant's Facilities or its use of the Property or the Premises.

h. *Maintenance and Repair.* At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenant's use of its facilities shall not at any time or in any way adversely impact, impede or interfere with Otay's access to, use or operation of, its improvements, equipment or systems.

i. *Liens.* Tenant shall not encumber or allow the Premises or the Property to be encumbered in any manner other than as expressly authorized herein.

j. *Security.* Tenant recognizes and agrees that the Premises and the Reservoir Site are a sensitive area and that Otay's operations and services are highly sensitive and regulated. Tenant shall provide for the proper supervision of all Tenant Parties assigned or allowed by Tenant to enter and do work at the Premises. Tenant also agrees, holding Otay harmless for any cost or expense, to comply with any and all security measures instituted by Otay from time to time.

10. Maintenance, Repair or Replacement of Otay's Improvements. At any time while this Agreement remains in effect, Otay may, at its option and upon One Hundred Twenty (120) days following Tenant's receipt of written notice from Otay, remove or cause Tenant to remove all or any portion of its Facilities at Tenant's expense, in order for Otay to paint, repair, or make replacements to any or all its improvements on the Premises (the "Maintenance or Replacement Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance or Replacement Work, including

without limitation timely, and at Tenant's cost, removing and re-installing any portion of the Facilities, as requested by Otay.

a. *Temporary Facilities.* During the Maintenance or Replacement Work, Tenant may, holding Otay harmless from any cost or expense, install temporary antennas on the Premises subject to Otay's approval of the location and type of replacement facilities, such approval shall not be unreasonably withheld or delayed. Once the Maintenance or Replacement Work is completed by Otay, Tenant agrees to promptly dismantle any temporary facilities and to relocate the facilities to their original location or to any other location approved by Otay. All work related to the removal of any portion of the Facilities, installation of temporary facilities, dismantling, relocation to their original location and any related work, shall be done at Tenant's sole cost and expense and in good and workmanlike manner.

b. *Repair of damage.* Tenant shall repair any damage caused by Tenant in connection with the installation, maintenance, operation or removal of any temporary facilities or the Facilities, and Tenant shall restore any distributed portions of the Property to their condition immediately prior to the installation of the temporary facilities.

c. *Otay's option to remove temporary facilities.* If any temporary facilities are not removed within thirty (30) days from the date the Maintenance or Replacement Work is completed, Otay shall have the right, but not the duty, to remove the temporary facilities at Tenant's cost and expense.

d. *Painting of the Facilities.* If the Maintenance or Replacement Work includes the painting, or any work affecting the surface of Otay's improvements, the Tenant shall be responsible for repainting or performing other surface treatment of its antennas and equipment to match Otay's. Otay will provide specifications to the Tenant regarding the treatment, paint type, color and application method to accomplish this requirement. The Tenant shall be required to obtain approval of specifications from Otay prior to commencing work on this requirement. Subject to Otay's prior written consent, Tenant may substitute an alternate treatment, paint type and application method if it reasonably determines that Otay's selection will adversely affect or otherwise degrade Tenant's wireless signal from the Reservoir Site.

11. Co-Location by Otay. Tenant agrees that Otay may enter into leases or other types of agreements with other communication carriers, wireless communications carriers and other utilities for use of any portion of the "Reservoir Site" as long as said leases do not result in unreasonable interference with Tenant's use of or access to the Premises. Tenant shall reasonably cooperate with Otay's efforts in this regard including, at Otay's request, the relocation of, or changes to, the Facilities; provided that any alterations or relocation needed to accommodate the new carrier or utility shall be performed at the expense of Otay or the new carrier or utility.

12. Co-Location by Tenant - Subleasing/Encumbrance. Tenant shall not sub-lease or sub-license or otherwise encumber the Premises or any portion of the Facilities without Otay's prior written consent, which may be granted or denied at Otay's sole discretion. Any sub-lease or other encumbrance shall require an amendment to this Agreement and shall specify the terms and conditions, including making provision for rent and increases thereto for the sub-lease or other encumbrance.

13. Condition of the Property at Expiration or Termination. Upon the expiration or termination of this Agreement as herein provided, Tenant shall, holding Otay harmless for any cost or expense, surrender the Premises, and any Easements granted by Otay in connection with

this Agreement, to Otay in good and broom-clean condition, with all portions of the Facilities, including but not limited to equipment, supplies, buried conduits, and structures removed along with subterranean foundations to a depth of three feet below grade; or as otherwise agreed to by Otay in writing. All telecommunication traffic and all use of the Facilities and the Premises shall cease immediately upon the effective date of the written notice of termination or upon the expiration of the applicable term, whichever is earlier.

14. Interference. Tenant shall not use, nor shall Tenant permit any Tenant Party or sub-lessee to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for its intended purpose including communications facilities relating to Otay's operation, now existing or hereafter installed. This limitation on Tenant's use does not apply to interference with communication facilities of a tenant of Otay whose use did not "pre-exist" this Agreement; except as to communications facilities agreed to by Tenant in connection with the co-location of any subsequent tenant's facilities. If Tenant's operation in any way interferes with Otay's communications facilities, Tenant will have five (5) business days from Tenant's receipt of written notice from Otay to correct the problem, except as to interference with Otay's telemetry radio equipment which must be corrected within one (1) business day after Tenant's receipt of written notice from Otay. Tenant acknowledges that interference that continues beyond the number of days specified in this Section may cause irreparable injury to Otay and, therefore, Otay has the right, without further liability, to declare an Event of Default under Section 17 or to seek injunctive or other equitable relief in the event that the alleged interference is with Otay's telemetry radio equipment. Additionally, if the alleged interference is with Otay's telemetry radio equipment and is not rectified to Otay's reasonable satisfaction within one (1) business day following Tenant's written notice of alleged interference, then thereafter, upon Otay's direction, Tenant shall immediately turn off the equipment (except for intermittent testing) which is alleged to be causing the interference so as not to impact Otay's operations until the alleged interference is cured to the reasonable satisfaction of Otay.

15. Taxes. During the term of this Agreement, Tenant shall pay before delinquency all taxes, assessments, license fees, and any other charge of any type whatsoever that are levied, assessed, charged, or imposed on or against Tenant's personal property installed or located in or on the leased premises and that become payable during the term of this Agreement.

16. Termination.

(a) This Agreement may be terminated by Tenant without further liability if:

(i) Tenant delivers to Otay 30-day written notice at any time prior to commencing any work at the Premises in connection with the installation of any Facilities, for any reason or no reason;

(ii) Tenant gives Otay sixty (60) days written notice of Tenant's determination that a governmental or non-governmental license, permit, consent, approval, easement or waiver necessary to enable Tenant to construct, install or operate the Facilities cannot be obtained or renewed at reasonable expense or in reasonable time period for wireless sites at water reservoirs in metropolitan areas within San Diego County. If this written notice is given, Tenant must immediately cease any and all transmissions through and from the Premises and shall promptly remove, within a period of time not to exceed ten (10) business days, any and all Tenant's personal property and improvements from the Property. This Agreement and any related easements shall automatically expire upon the earlier of removal of the Tenant's improvements or the 60th day from the written notice; excepting only Tenant's indemnities and liabilities

hereunder, including the obligation to pay Rent for any holdover period. Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the written notice herein contemplated.

(iii) Tenant determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only upon payment by Tenant, as a termination fee, of the lesser of twelve monthly installments of rent or the balance of the rent due for the then current Initial Term, Extension Term or Additional Term, as applicable; and Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the written notice herein contemplated;

(iv) Otay commits a default under this Agreement and fails to cure pursuant to Section 17, below;

(v) The Property or the Premises are totally or partially destroyed by fire or other casualty (not caused by Tenant) so as to hinder Tenant's normal operations and Otay does not provide to Tenant within thirty (30) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises; or

(vi) If Tenant and Otay cannot reasonably agree on the location of a replacement Easement pursuant to Section 2 herein.

(b) This Agreement may be terminated by Otay without further liability if:

(i) Tenant commits a default under this Agreement and fails to cure such default pursuant to Section 17, below;

(ii) Otay determines that continuing the Agreement or continuing to allow the Tenant to construct, install, maintain or operate the Facilities in any way violates a law, rule or regulation; or

(iii) If Tenant and Otay cannot reasonably agree on the location of a replacement Easement pursuant to Section 2 herein.

17. Default.

a. *Event of Default.* The parties covenant and agree that a default or breach of this Agreement (an "Event of Default") shall occur and be deemed to exist if, after receipt of written notice and opportunity to cure as provided below:

(i) Tenant shall default in the payment of Rent, or any other amounts due Otay hereunder, and said default shall continue for thirty (10) days after Tenant's receipt of written notice from Otay that such Rent or other amount is past due, provided, however, if Tenant has been places in default in the payment of Rent more than three (3) times in any consecutive twelve (12) month period during the Term, then Tenant shall have only five (5) business days from Otay's receipt of written notice to cure the default in the payment of Rent; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Agreement to be performed or observed if such failure persists for a period of thirty (30) days after the non-defaulting party provides written notice of the default to the defaulting party.

b. *Rights upon Default.* Upon the occurrence of an Event of Default, in addition to any other rights or remedies available to the non-defaulting party under any law, the non-defaulting party shall have the right to terminate the Agreement.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Agreement, and the defaulting party has had the opportunity to cure as provided herein. The defaulting party shall cure the alleged default within the manner provided herein; provided however, that if the nature of an alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Agreement if it diligently commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting party (Tenant or Otay, as the case may be).

18. Destruction of Premises or Property. If the Premises or the Property is destroyed or damaged in a manner that prevents their use for economic, environmental or technological reasons, Tenant may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Otay no more than thirty (30) days following the date of destruction damage, provided Otay does not provide to Tenant, within such thirty (30) days period, a suitable temporary relocation site for the Facilities pending repair and restoration of the Premises and the Property, as determined in Tenant's sole discretion. If the Property or Otay's improvements thereon are destroyed, Otay may terminate this Agreement by providing Tenant up to sixty (60) days written notice, as reasonably prudent under the circumstances.

19. Condemnation. If the condemning authority takes all the Property or a portion which in Tenant's opinion is sufficient to render the Premises unsuitable for Tenant's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Otay shall receive the full amount of such award except as provided herein. Tenant hereby expressly waives any right or claim to any portion of a condemnation award, except for relocation benefits and goodwill. All other damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Otay.

20. Insurance. Tenant shall maintain the following insurance:

a. Commercial general liability with limits of \$5,000,000 per occurrence and in the aggregate which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in the amount of no less than \$5,000,000;

b. Automobile liability with the combined single limit of \$1,000,000 per accident;

c. Worker's compensation, as required by law;

d. Employer's liability with limits of \$1,000,000 per occurrence.

Tenant shall include Otay as an additional insured as its interest may appear on each of the aforementioned liability insurance policies. Additional insured status shall: (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Otay, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of

the gross negligence of Otay, its employees, agents or independent contractors (iii) not exceed Tenant's indemnification obligation under this Agreement, if any. The policies shall state that they are primary and that any policies Otay maintains shall be non-contributory. Tenant shall provide Otay with written certificates of insurance evidencing such coverage. Said policies shall be with insurance companies with an A.M. Best rating of A- (minus), VII or better. Each policy limit herein shall be increased by Tenant, upon request by Otay, but not more frequently than one time in any consecutive sixty (60) month period to the amount Otay increases its policy limits for other contracts for similar properties in similar areas. Tenant shall provide Otay at least thirty (30) days advanced written notice of any cancellation or non renewal of any required coverage that is not replaced.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties.

Only Tenant, or any Affiliate of Tenant, may, in its sole discretion, self insure any of the required insurance under Section 20 (a) – (d) under the same terms as required by this Agreement.

In the event that Tenant, or any Affiliate of Tenant, elects to self-insure its obligation to include Otay as an additional insured, the following provisions apply: Otay shall (i) 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) not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

21. Indemnity. Tenant specifically agrees that it shall hold harmless, defend, indemnify and otherwise protect Otay and each Otay Party, from and against all claims, suits or actions of any kind and description relating to (a) Tenant's obligations under this Agreement and any amendment hereto or (b) Tenant or Tenant Parties use of, and access to, the Premises, the Facilities or the Property. These obligations extend to and include without limitation any and all costs and expenses (including attorneys fees and court costs) incurred by Otay or the Otay Parties in connection with (i) damage to property (including the Premises, the Property or any personal property of Otay or any third party), (ii) any action or proceeding (including an enforcement action or criminal proceeding) related in any way to any permit (governmental or otherwise), approval or easement obtained by or required of Tenant in connection with this Agreement or the Facilities; and (iii) personal injury or death, except to the extent that such claims, suits or actions directly arise from the gross negligence or willful misconduct of Otay or an Otay Party. This indemnification clause in no way limits any other specific indemnities given by Tenant under other provisions of this Agreement. Notwithstanding the preceding sentence, in the event that a Transfer (as defined in Section 23(a) below) by Tenant of this Agreement is made to any party that is not an Affiliate of Tenant, then Otay shall have the right to reasonably approve the legal counsel providing the defense pursuant to this Section 21, it being the understanding of Otay and Tenant that no approval of legal counsel is required by Otay only for so long as Tenant (New Cingular Wireless PCS, LLC) or any Affiliate of Tenant holds the rights in and to this Agreement.

Nothing contained herein shall prohibit Otay, in its sole discretion, from participating in the defense of any demand, claim, action, proceeding, or litigation. In no event shall Otay's participation in the defense of any demand claim, action, proceeding, or litigation affect the obligations imposed upon Tenant herein.

This and all other Tenant indemnities shall survive the termination of this Agreement and shall remain in effect for as long as the underlying claim or action remains viable.

22. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior request by Otay, deliver to Otay a statement in writing certifying that (a) this Agreement is unmodified and in full force, or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications; (b) the dates to which rent and other charges have been paid; (c) as far as the person making the certificate knows, Otay is or is not in default under any provisions of the Agreement; and (d) such other matters as Otay may reasonably request.

23. Assignment/Sublease.

(a) Tenant shall not sell, assign, or otherwise transfer (each a "Transfer") this Agreement in whole or in part without Otay's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the consent of Otay shall not be required in the event of any Transfer to (i) any Affiliate of Tenant; and/or (ii) 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. In the event of a Transfer pursuant to Section 23(a)(i) or Section 23(a)(ii) above, Tenant shall notify Otay of the Transfer and following Otay's receipt of such notification, Otay may request a copy of the assignment or other document evidencing the Transfer of Tenant's rights in this Agreement to its Affiliate or other permitted transferee as the case may be. Tenant shall provide such assignment or other document evidencing the Transfer (subject to redaction of confidential or proprietary information) within thirty (30) days following Tenant's receipt of Otay's written request for same.

(b) Tenant shall not sublease or license (each a "Sublease") the Premises in whole or in part without Otay's consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the consent of Otay shall not be required solely in the event of any Sublease to any Affiliate of Tenant.

(c) For any Transfer requiring Otay's consent pursuant to Subsection 23(a) above, Tenant shall demonstrate to the reasonable satisfaction of Otay that the proposed assignee's legal, financial, and technical qualifications to assume all of the Tenant's duties and obligations herein, Consent to one assignment shall not be deemed consent to any subsequent assignment.

(d) Any attempted Transfer not permitted under Subsection 23(a) without Otay's prior consent, shall be voidable by Otay at Otay's option and, also at Otay's option, shall constitute an Event of Default under Section 17 of this Agreement.

(e) Any Transfer of this Agreement requiring the consent of Otay pursuant to Section 23(a) above shall require an executed "Assignment of Lease". A sample form of the "Assignment of Lease" is attached to this Agreement as Exhibit F which may be amended or modified in Otay's sole discretion.

(f) Any Sublease of the Premises requiring the consent of Otay pursuant to Section 23(b) above shall be pursuant to a sublease form reasonably satisfactory to Otay, and shall expressly provide that all rights of the subtenant are subject and subordinate to this Agreement.

(g) Any attempted Sublease not permitted under Subsection 23(b) without Otay's prior consent, shall be voidable ay Otay's option and, also at Otay's option, shall constitute an Event of Default under Section 17 of this Agreement.

(h) For purposes of this Agreement, the term "Affiliate" shall be defined to mean 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.

24. Memorandum of Agreement. If requested by Tenant, Otay agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement substantially in the form of Exhibit E.

25. Bankruptcy. Otay and the Tenant hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

26. Choice of Law and Venue; Resolution of Disputes.

a. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.

b. Any disputes not subject to resolution via arbitration, shall be referred to a court of competent jurisdiction in San Diego County, California. It is the intent of the parties, however, that all controversies or claims arising out of or relating to this Agreement shall be resolved by submission to final and binding arbitration, in accordance with then current rules, at the offices of the American Arbitration Association ("AAA") located in San Diego, California.

27. Attorney's Fees. In the event that either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court or arbitration costs, reasonable attorneys' fees to be fixed by the court or arbitration official.

28. No Liability of Public Officials. No elected official, officer, employee, agent, or volunteer of Otay shall be personally liable for any default or liability whatsoever under this Agreement.

29. Public Document. Tenant acknowledges that this Agreement and all documents relating hereto are "public records" (as defined in Section 6252(e) of the California Government Code), except for any documents relating to Tenant's financial condition or otherwise exempt from such status pursuant to law, and that public records, with limited exemptions, are subject to public disclosure pursuant to the provisions of California Government Code, commencing with Section 6250.

30. Entire Agreement. This Agreement contains all agreements, promises and understandings between Otay and Tenant and no verbal or oral agreements, promises or understandings shall or will be binding upon either Otay or Tenant and any addition, variation or

modification to this Agreement shall be in effect unless made in writing and signed by the parties hereto.

31. Incorporation of Exhibits and Recitals. All exhibits and attachments attached to this Agreement and all Recitals above are incorporated and made a part hereof as if fully set forth herein.

32. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination or expiration of this Lease Agreement will so survive.

33. Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

34. Waiver. Waiver of any provision or term of this Agreement, or of any breach or default hereunder, shall not constitute a waiver of any other term, condition, breach or default, or of a subsequent applicability of a term or condition, or a waiver of a subsequent breach or default, nor shall it constitute an amendment to the term, condition or provision that is waived.

35. Notice. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be sent to the addresses set forth below:

OTAY: Otay Water District
 Attn: General Manager
 2554 Sweetwater Springs Boulevard
 Spring Valley, CA 91978-2096
 Fax: (619) 660-0829

TENANT: New Cingular Wireless PCS, LLC
 Attn : Network Real Estate Administration
 Re: Cell Site #: SS0627
 Cell Site Name: Jamul (CA)
 Fixed Asset No: 10068658
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With a copy sent concurrently to Tenant's legal department, as follows:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attn : AT&T Legal Department
Re: Cell Site #: SS0627
Cell Site Name: Jamul (CA)
Fixed Asset No: 10068658
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department

Re: Cell Site #: SS0627

Cell Site Name: Jamul (CA)

Fixed Asset No: 10068658

16331 NE 72nd Way

Redmond, WA 98052-7827

Otay or Tenant may from time to time designate any other addressees and addresses and fax telephone numbers for notices or deliveries by written notice to the other party.

36. Corporate Authority. The persons executing this Agreement on behalf of the Tenant warrant that (i) Tenant is duly organized and legally existing, (ii) he/she/they are duly authorized to execute and deliver this Agreement on behalf of Tenant, (iii) by so executing this Agreement, Tenant is formally bound to the provisions hereof, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which Tenant is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 201___. This date is referred to as the Commencement Date in the Agreement.

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: JAMES JANSMA
Its: DIRECTOR CFE
Date: 5/6/13

OTAY WATER DISTRICT

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form

Otay's General Counsel

[Notary Acknowledgments Appear On Following Page]

OTAY ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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)

ACKNOWLEDGMENT

State of California
County of San Diego)

On 5/6/13 before me, Michelle Thurman, Notary Public
(insert name and title of the officer)

personally appeared James Jansma,
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 Michelle F (Seal)



EXHIBIT A
SPECIAL TERMS AND CONDITIONS ADDED TO
AGREEMENT BETWEEN NEW CINGULAR WIRELESS
PCS, LLC, A DELAWARE LIMITED LIABILITY
COMPANY AND OTAY WATER DISTRICT TO LOCATE
COMMUNICATION FACILITIES AT OTAY'S 1296 - 1, 2 &
3 RESERVOIR SITE, DATED _____, _____ (THE
"AGREEMENT")

If any terms or conditions set forth herein contradict terms or conditions of the Agreement to which this Exhibit is attached, as described above, the terms and conditions of this Exhibit shall control.

SPECIAL TERMS AND CONDITIONS

1. **Landscaping and Maintenance.** The installation, permitting, maintenance and upkeep, and all expenses or other obligations related thereto, in connection with any and all landscaping and irrigation systems mandated by the permitting agencies shall be the sole responsibility of the Tenant. Otay Water District makes no commitment for delivery of water to the Premises or Facilities, except if Tenant obtains a water meter for the Premises and pays for water use.

2. **Rent.** At Tenant's election, subject to prior written notice as set forth in the Agreement, Tenant may pay rent annually, in advance during each of the five-years of the Initial Term or during each of the five years in any Extension Term. Once the Initial Term or Extension Term, as applicable, has commenced, Tenant may not alter its election to pay monthly or annually.

3. **Tenant's Financing.** Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without prior notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that no such assignment shall become binding on Otay until written notification is given by Tenant to Otay as provided in the Agreement. A "financing entity" as used herein, does not include any entity which primary business is not that of banking, finance, lending or investing funds and does also does not include any entity whose primary business is the provision of telecommunications; or telecommunications site ownership; or telecommunications site management.

- a. **Waiver of Otay's Lien.** With respect to any such financing entity, Otay waives any lien rights it may have concerning the Facilities, which is deemed Tenant's personal property and not fixtures attached to the Property and Tenant or, if appropriate, the financing entity has the right to remove the same at any time without Otay's consent; provided that Tenant's obligation to pay rent shall not terminate unless, upon removal of the Facilities, Otay elects to terminate the

Agreement in which case, Tenant shall pay Otay the termination fee specified in Section 16(iii) of the Agreement. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied at Otay's discretion for any reason or no reason.

- b. **Collateral.** Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Otay (i) consents to the installation of the Collateral in compliance with all requirements of the Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings; except as set forth in paragraph (a) above.
- c. **Disposition of Collateral.** Notwithstanding paragraphs a. and b., above, if Tenant fails to remove the Collateral, or any component thereof, within five (5) days of the termination of this Agreement, said failure shall constitute abandonment. If thereafter, Tenant or any holder of Collateral, lender or assignee, whether or not notification was provided to Otay, fails to claim and remove the same, within thirty (30) calendar days of the date of termination of this Agreement, Otay is hereby specifically authorized to remove and dispose of the Collateral, or any component thereof, so abandoned at Tenant's sole cost and expense and without incurring any liability to Tenant, or any lender or any other party with any interest in all or any part of the Collateral or the Agreement. Tenant shall pay Otay, upon demand, the termination fee specified in Section 16(iii) of the Agreement.
- d. **No privity or obligation.** Otay does not have privity with any financing entity and specifically disclaims any obligation to any such entity, including any obligation to provide copies of any notices of default or right to cure under the Agreement.

EXHIBIT B

**TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 RESERVOIR SITE, DATED _____,
_____ (THE "AGREEMENT")**

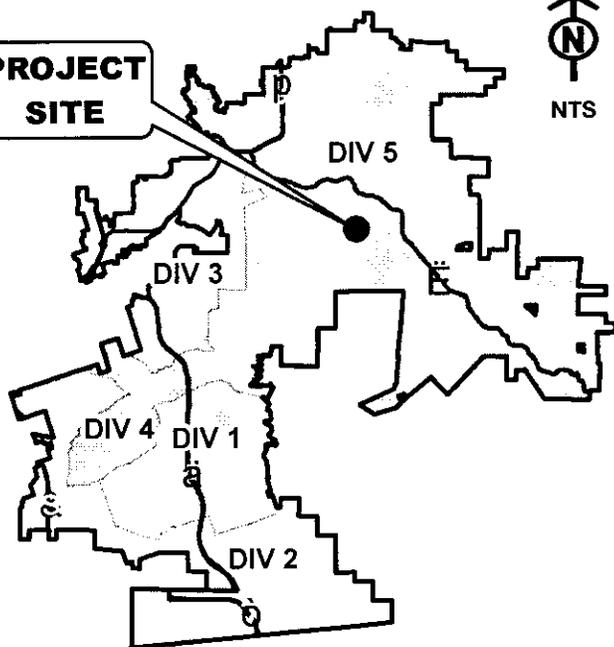
List of Attachments to Exhibit B:

ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES

ATTACHMENT B. LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

PROJECT SITE



VICINITY MAP



P:\WORKING\CELLULAR LEASE FILE\Iva\Cingular Communications Site at 1296 Reservoirs



OTAY WATER DISTRICT
CINGULAR WIRELESS PCS, LLC COMMUNICATIONS SITE
1296-1, 1296-2 AND 1296-3 RESERVOIR SITE

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel 1:

That portion of Parcel 3 of Parcel Map No. 11418, in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, June 25, 1981 as File No. 81-199905 of Official Records, more particularly described as follows:

Commencing at the Southwest corner of Parcel Map No. 11418, filed in the Office of the County Recorder of San Diego County on April 7, 1977, said point also being the Southwest corner of Parcel 4 of said Parcel Map No. 11418;
Thence North $88^{\circ} 45' 23''$ East along the Southerly line of said Parcel 4, a distance of 411.02 feet;
Thence North $01^{\circ} 28' 00''$ West along the Westerly line of Parcel 3, a distance of 161.32 feet;
Thence South $88^{\circ} 32' 00''$ West, 55.00 feet to the beginning of a curve, concave Northerly and having a radius of 70 feet;
Thence Westerly along the arc of said curve through a central angle of $36^{\circ} 14' 19''$, a distance of 44.27 feet to the True Point of Beginning;
Thence leaving said curve North $22^{\circ} 21' 14''$ East, 30.00 feet;
Thence North $67^{\circ} 38' 46''$ West, 20.00 feet;
Thence South $22^{\circ} 21' 14''$ West 23.27 feet to a point on a curve, concave Southerly and having a radius of 85.00 feet;
Thence Easterly along said curve through a central angle $5^{\circ} 38' 01''$, a distance of 8.36 feet; to the beginning of previously described curve, concave Northerly and having a radius of 70.00 feet;
Thence Easterly along the arc of said curve through a central angle of $10^{\circ} 27' 08''$ a distance of 12.77 feet to the True Point of Beginning.

Parcel 2:

All that portion of the Northwest Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof, described as follows:

Commencing at the West Quarter corner of said Section 9;
Thence Easterly along the East West centerline of said Section 9 North $88^{\circ} 42'$ East, 2021.20 feet;
Thence North $01^{\circ} 09' 30''$ East, 1379.06 feet;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence South $88^{\circ} 51' 00''$ West, 77.24 feet to the beginning of a tangent 200.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 38.65 feet through an angle of $11^{\circ} 04' 24''$;
Thence tangent to said curve North $80^{\circ} 04' 36''$ West, 333.51 feet to the beginning of a tangent 250.00 foot radius curve, concave Southerly;
Thence Westerly along said curve 167.00 feet through a central angle of $38^{\circ} 16' 24''$;
Thence tangent to said curve South $61^{\circ} 39'$ West, 52.08 feet to the beginning of a tangent 125.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 134.72 feet through an angle of $61^{\circ} 45'$;
Thence tangent to said curve North $56^{\circ} 36'$ West, 121.22 feet to the beginning of a tangent 125.00 foot radius curve, concave Southerly;
Thence Westerly along said curve 137.74 feet through an angle of $63^{\circ} 08'$;
Thence tangent to said curve South $60^{\circ} 16'$ West, 30.91 feet to the beginning of a tangent 200.00 foot radius curve, concave Southeasterly;
Thence Southwesterly along said curve 39.85 feet through an angle of $11^{\circ} 25'$;
Thence tangent to said curve South $48^{\circ} 51'$ West, 45.25 feet to the beginning of a tangent 125.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 212.57 feet through an angle of $97^{\circ} 26'$ to the beginning of a reverse 130.14 foot radius curve concave Southwesterly;
Thence Northwesterly along said curve 131.17 feet through an angle of $57^{\circ} 45'$;
Thence tangent to said curve South $88^{\circ} 32'$ West, 41.72 feet to the True Point of Beginning;
Thence North $01^{\circ} 28'$ West, 53.68 feet;
Thence South $88^{\circ} 32'$ West, 275.00 feet;
Thence South $01^{\circ} 28'$ East, 200.00 feet;
Thence North $88^{\circ} 32'$ East, 275.00 feet;
Thence North $01^{\circ} 28'$ West, 146.32 feet to the True Point of Beginning.

Together with all that portion of Parcel 4 of Parcel Map No. 11418, in the County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County, June 25, 1981, described as follows:

Beginning at the Northwest corner of Parcel 4 of Parcel Map No. 11418 according to Map thereof filed in the Office of the County Recorder of San Diego County;
Thence North $88^{\circ} 43' 41''$ East, along the North line of said Parcel 4, 448.52 feet;
Thence leaving said North line South $1^{\circ} 16' 19''$ West, 216.55 feet to the Northerly line of the land described to Otay Municipal Water District in Deed recorded July 5, 1962 as File/Page No. 113885 of Official Records;
Thence along the North line of said Otay's land South $88^{\circ} 32' 00''$ West, 23.28 feet to the Northwest corner thereof
Thence along the West line and its Southerly prolongation thereof South $1^{\circ} 28' 00''$ East, 204.13 feet to the Southerly line of said Parcel 4 and the True Point of Beginning;
Thence retracing North $1^{\circ} 28' 00''$ West, 174.13 feet to a point on a 29.08 foot radius curve, concave Southerly a radial bears South $1^{\circ} 28' 00''$ East from said point;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence Westerly and Southwesterly along the arc of said curve, through a central angle of 75° 00' 00" a distance of 38.07 feet;
Thence tangent to said curve South 13° 32' 00" West, 63.04 feet to the beginning of a tangent 60.00 foot radius curve, concave Easterly;
Thence Southwesterly, Southerly and Southeasterly along the arc of said curve, through a central angle of 46° 38' 11" a distance of 48.84 feet to the beginning of a reverse curve, concave Southwesterly having a radius 84.38 feet;
Thence Southeasterly and Southerly along the arc of said curve, through a central angle of 31° 51' 34" a distance of 46.92 feet to the Southerly line of said Parcel 4;
Thence along said Southerly line North 88° 45' 23" East, 25.00 feet to the True Point of Beginning.

Excepting from the first above described land, that portion described as follows:

Beginning at the Northwest corner of the Otay Water District Land as described in Deed recorded July 5, 1962 as File/Page No. 113885 of Official Records;
Thence North 88° 32' 00" East along the Northerly line of said District Land a distance of 275.00 feet to the Northeast corner of said District Land;
Thence South 1° 28' 00" East along the Easterly line of said District Land a distance of 78.68 feet;
Thence departing from said Easterly line South 88° 32' 00" West a distance of 55.00 feet to a point on a 110.00 foot radius curve, concave Northeasterly;
Thence Northwesterly along the arc of said curve, through a central angle of 46° 41' 27" a distance of 89.64 feet to a point on a 45.00 foot radius reversing curve, concave Southwesterly;
Thence Northwesterly along said curve through a central angle of 46° 41' 27" a distance of 36.67 feet;
Thence tangent to said curve South 88° 32' 00" West a distance of 107.21 feet to a point on the Westerly line of said District Land;
Thence North 1° 28' 00" West along said Westerly line a distance of 30.00 feet to the point of beginning.

Parcel 3:

Parcel A:

Parcel 2 of Parcel Map No. 12607, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 10, 1983 as File No. 83-077103 of Official Records.

Parcel B:

An easement and right of way for road and utility purposes over, under, along and across the Southerly 20.00 feet of Parcel 2 and the Northerly 20.00 feet of Parcel 3 of Parcel Map No. 5672, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 10, 1977.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel C:

An easement for road purposes over the Easterly 40 feet of that portion of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of the Southerly 440 feet of said West Half of the Southeast Quarter of the Northwest Quarter;

Thence along the Easterly line of said West Half North 0°06'00" East 605 feet to the true point of beginning;

Thence continuing North 0°06'00" East to the Northeast corner of said West Half;

Thence along the Northerly line of said West Half South 88°45'22" West to the Westerly line of the Easterly 633.52 feet of said West Half;

Thence along said Westerly line, South 0°06'00" West to a line that bears South 88°42'00" West from the true point of beginning;

Thence North 88°42'00" East to the true point of beginning.

Parcel D:

An easement for road purposes over the Easterly 40 feet of the Southerly 355.00 feet and an easement for road and utility purposes over the Northerly 20 feet of the Easterly 633.52 feet of the Southerly 355.00 feet of that portion of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, lying Northerly of a line described as follows:

Commencing at the Northeast corner of the Southerly 440.00 feet of said West Half of the Southeast Quarter;

Thence along the Easterly line of said West Half North 00°06'00" East, 250.00 feet;

Thence parallel with the Southerly line of said Northwest Quarter of Section 9, South 88°42'00" West to the Westerly line of the Southeast Quarter of the Northwest Quarter of Section 9.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel E:

An easement for road and utility purposes over the Easterly 20 feet measured between parallel lines, of the following described property; that portion of the South Half of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of the Southerly 440.00 feet of the West Half of the Southeast Quarter of said Northwest Quarter;

Thence along the Easterly line of said West Half North 00°06'00" East 250.00 feet to the most Easterly corner of the land conveyed to Henry C. French, et ux, by deed recorded June 27, 1968 as Document No. 108539 of Official Records;

Thence South 88°42' West along the Southerly line of said land, 1073 feet, more or less, to the Northeast corner of the land conveyed to Henry C. French, et ux, by Deed recorded May 13, 1970 as Document No. 82351 of Official Records;

Thence Southerly along the Easterly line of said land to a point on the Northerly line of the Southerly 440 feet of the Northwest Quarter of said Section 9, being also a point on the Southerly line of the land conveyed to Donald G. Xaufman, et ux, by Deed recorded March 20, 1964 as Document No. 51107 of Official Records;

Thence Easterly along said Southerly line, being also the Northerly line of the said Southerly 440 feet to the point of beginning.

Parcel F:

An easement for road and utility purposes over the Easterly 40 feet of the Southerly 240 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Parcel G:

An easement for road and utility purposes over the Easterly 40 feet of the North 176.00 feet of the South 440.00 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel H:

An easement and right of way for road purposes over, along and across those certain strips of land delineated and designated on Parcel 2 and Parcel 4 of Parcel Map No. 5784, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, April 7, 1977 as File No. 77-128290 of Official Records, as "Proposed 40 foot Private Road Easement" and "Proposed Private Road Easement."

Parcel I:

An easement and right of way for road and public utility purposes over, under, along and across a strip of land 40 feet in width, lying within the Northerly Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof and said Parcel 4 of Parcel Map No. 5784; said 40.00 foot wide strip of land lying 15.00 feet Northerly, Northeasterly, Northwesterly and Westerly and lying 25.00 feet Southerly, Southwesterly, Southeasterly and Easterly of the following described line:

Beginning at the Northwest corner of said Parcel 4:

Thence North $88^{\circ}43'41''$ East, along the North line of said Parcel 4, 448.52 feet;

Thence leaving said North line South $1^{\circ}16'19''$ East, 216.55 feet to the Northerly line of land described to Otay Municipal Water District in Deed recorded July 5, 1962 as File No. 113885 of Official Records;

Thence along the North line of said Otay's land North $88^{\circ}32'00''$ East, 251.72 feet to the Northeast corner thereof;

Thence South $1^{\circ}28'00''$ East along the East line of said Otay's land, 53.68 feet to the true point of beginning of herein described line;

Thence south $88^{\circ}32'00''$ West, 55.00 feet to the beginning of a 85.00 foot radius curve, concave Northerly;

Thence Westerly and Northwesterly along the arc of said curve through a central angle of $46^{\circ}41'27''$ a distance of 69.27 feet to the beginning of a reverse curve through a central angle of $46^{\circ}41'27''$ a distance of 69.27 feet to the beginning of a reverse curve having a radius of 70.00 feet concave Southeasterly;

Thence Northwesterly and Westerly along the arc of said curve through a central angle of $46^{\circ}41'27''$ a distance of 57.04 feet;

Thence tangent to said curve South $88^{\circ}32'00''$ West, 107.21 feet to the beginning of a tangent 54.08 foot radius curve, concave Southerly;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence Westerly and Southwesterly along the arc of said curve through a central angle of 75°00'00" a distance of 70.79 feet;

Thence tangent to said curve South 13°32'00" West, 63.04 feet to the beginning of a tangent 85.00 foot radius curve, concave; Easterly thence Southwesterly, Southerly and Southeasterly along the arc of said curve through a central angle of 46°38'11" a distance of 69.19 feet to the beginning of a reverse curve having a radius of 59.38 feet concave Southwesterly;

Thence Southeasterly and Southerly along the arc of said curve through a central angle of 31°51'34" a distance of 33.02 feet to the Southerly line of said Parcel 4 and the end of herein described line.

The sidelines of said 40.00 foot wide strip are to be prolonged or shortened in the east on the Easterly line of said Otay's land and in the South on the Southerly line of said Parcel 4 of Parcel Map No. 5784.

Parcel J:

An easement for road and utility purposes over the Easterly 40 feet of the North 24 feet of the South 264 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat therein.

Assessor's Parcel Number: **597-220-44 & 56; 597-221-43**

EXHIBIT B

**ATTACHMENT C
LEGAL DESCRIPTION OF THE PREMISES**

EXHIBIT "A"

PARCEL 1 - PROPOSED UTILITY EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 3.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF BEAR MOUNTAIN WAY, PRIVATE ROAD, AS SHOWN ON PARCEL MAP NO. 11418, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S88°32'00"W, 41.72'" ON SAID PARCEL MAP, SAID BEAR MOUNTAIN WAY BEING 15.00 FEET NORTHERLY AND 25.00 FEET SOUTHERLY OF SAID CENTERLINE; THENCE SOUTH 81°55'46" WEST, 121.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 76°54'22" EAST, 12.15 FEET; THENCE SOUTH 82°52'02" EAST, 20.84 FEET; THENCE SOUTH 70°59'28" EAST, 28.24 FEET; THENCE SOUTH 42°15'27" EAST, 16.30 FEET; THENCE SOUTH 09°06'03" EAST, 17.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE NORTHWESTERLY IN A RIGHT ANGLE, AND SOUTHERLY IN A LINE BEARING NORTH 87°32'27" EAST.

CONTAINS 284 SQ. FT., 0.007 ACRES

PARCEL 2 - PROPOSED LEASE AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A", PREVIOUSLY DESCRIBED HEREON; THENCE NORTH 87°32'27" EAST, 4.84 FEET; THENCE SOUTH 02°27'33" EAST, 27.00 FEET; THENCE SOUTH 87°32'27" WEST, 10.00 FEET; THENCE NORTH 02°27'33" WEST, 2.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING NORTH 02°27'33" WEST, 10.72 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 02°27'33" WEST, 11.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE CONTINUING NORTH 02°27'33" WEST, 2.00 FEET; THENCE NORTH 87°32'27" EAST, 5.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 270 SQ. FT., 0.006 ACRES

SHOWN ON EXHIBITS "B" AND "C", ATTACHED HERETO AND HEREBY MADE A PART.



THIS DOCUMENT, CONSISTING OF 8 SHEETS, WAS MADE BY ME OR UNDER MY DIRECTION.

SIGNED 
BERT HAZE, PLS 7211

4/25/13
DATE

1	REVISED PER ARCH	04/25/13	JA
1	ISSUED FOR REVIEW	04/15/11	JA
REV. #	DESCRIPTION	DATE	BY

LEGAL DESCRIPTION EXHIBIT SS-627-01 JAMUL WATER TANK 13635 BEAR MOUNTAIN WAY JAMUL, CA 91935	PREPARED FOR:  at&t	PREPARED BY: BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92628 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 1 OF 8 SHEETS DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH L.N. 731.045
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EXHIBIT "A"

PARCEL 3 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, AND A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11418, AND A PORTION OF PARCEL 2 OF PARCEL MAP NO 12607, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "B", PREVIOUSLY DESCRIBED HEREON; THENCE SOUTH 12°09'43" WEST, 1.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 57.80 FEET, THROUGH A CENTRAL ANGLE OF 63°40'54"; THENCE TANGENT TO SAID CURVE, SOUTH 75°50'37" WEST, 2.12 FEET; THENCE SOUTH 72°29'18" WEST, 12.31 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 6.27 FEET, THROUGH A CENTRAL ANGLE OF 89°50'39"; THENCE TANGENT TO SAID CURVE, SOUTH 17°21'21" EAST, 19.96 FEET; THENCE SOUTH 07°41'16" EAST, 26.15 FEET; THENCE SOUTH 57°56'48" WEST, 12.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 23.54 FEET, THROUGH A CENTRAL ANGLE OF 33°42'53"; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 7.33 FEET, THROUGH A CENTRAL ANGLE OF 84°01'43" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 48.89 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 62.49 FEET, THROUGH A CENTRAL ANGLE OF 73°14'08"; THENCE NORTH 67°50'57" WEST, 1.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE NORTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED HEREON, AND SOUTHWESTERLY IN A CURVE HAVING A RADIUS OF 53.43 FEET, A RADIAL BEARING FROM SAID POINT BEARS NORTH 12°05'32" WEST.

CONTAINS 461 SQ. FT., 0.11 ACRES

PARCEL 4 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "C", PREVIOUSLY DESCRIBED HEREON; THENCE NORTH 88°07'30" WEST, 2.75 FEET; THENCE NORTH 04°37'08" WEST, 6.40 FEET; THENCE SOUTH 80°52'41" WEST, 8.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE WESTERLY IN A NON-TANGENT CURVE HAVING A RADIUS OF 37.68 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 79°58'58" WEST, AND TO TERMINATE SOUTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED.

CONTAINS 31 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBITS "C", "D" AND "E", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	2 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "A"

PARCEL 5 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "D", PREVIOUSLY DESCRIBED HEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.48 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 73°38'01" WEST; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, 80.59 FEET, THROUGH A CENTRAL ANGLE OF 101°31'43"; THENCE SOUTH 23°04'38" EAST, 6.01 FEET TO A POINT HERERINAFTER REFERRED TO AS POINT "G".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE WESTERLY IN A NON-TANGENT CURVE HAVING A RADIUS OF 37.68 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 23°04'38" EAST, AND TO TERMINATE SOUTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED.

CONTAINS 174 SQ. FT., 0.004 ACRES

PARCEL 6 – PROPOSED SECTOR C ANTENNA AREA

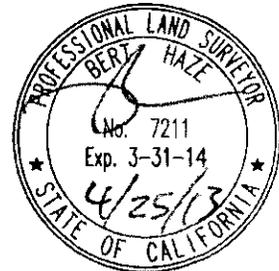
A PORTION OF PARCEL 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, OF PARCEL MAP NO 12607, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 2.00 FEET WIDE, LYING 0.50 FEET NORTHERLY AND 1.50 FEET SOUTHERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "E", PREVIOUSLY DESCRIBED HEREON; BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, HAVING A MEASURED RADIUS OF 53.43 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS NORTH 12°05'32" WEST; THENCE WESTERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE HAVING A RADIUS OF 53.43 FEET, 6.89 FEET, THROUGH A CENTRAL ANGLE OF 7°22'37" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING, NORTHEASTERLY ALONG SAID 53.43 FOOT RADIUS CURVE, 14.94 FEET, THROUGH A CENTRAL ANGLE OF 16°01'27".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALY TO SAID 53.43 FOOT RADIUS CURVE.

CONTAINS 30 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBITS "C", "D" AND "E", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT SS-627-01 JAMUL WATER TANK 13635 BEAR MOUNTAIN WAY JAMUL, CA 91935	PREPARED FOR: 	PREPARED BY: BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 3 OF 8 SHEETS DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045
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EXHIBIT "A"

PARCEL 7 – PROPOSED SECTOR B ANTENNA AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.50 FEET WIDE, LYING 0.50 FEET WESTERLY AND 2.00 FEET EASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "F", PREVIOUSLY DESCRIBED HEREON, BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, CONCAVE WESTERLY, HAVING A MEASURED RADIUS OF 37.68 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS SOUTH 79°58'58" WEST; THENCE SOUTHERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 37.68 FEET, 7.00 FEET, THROUGH A CENTRAL ANGLE OF 10°38'39" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING NORTHERLY ALONG SAID CURVE, 14.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'18".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALLY TO SAID 37.68 FOOT RADIUS CURVE.

CONTAINS 36 SQ. FT., 0.001 ACRES

PARCEL 8 – PROPOSED SECTOR A ANTENNA AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.50 FEET WIDE, LYING 0.50 FEET SOUTHEASTERLY AND 2.00 FEET NORTHWESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "G", PREVIOUSLY DESCRIBED HEREON, BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, CONCAVE SOUTHEASTERLY, HAVING A MEASURED RADIUS OF 37.68 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS SOUTH 23°04'38" EAST; THENCE SOUTHWESTERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.68 FEET, 9.00 FEET, THROUGH A CENTRAL ANGLE OF 13°41'19" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING NORTHEASTERLY ALONG SAID CURVE, 14.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'18".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALLY TO SAID 37.68 FOOT RADIUS CURVE.

CONTAINS 36 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBIT "D", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK	 at&t	BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	4 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "B"

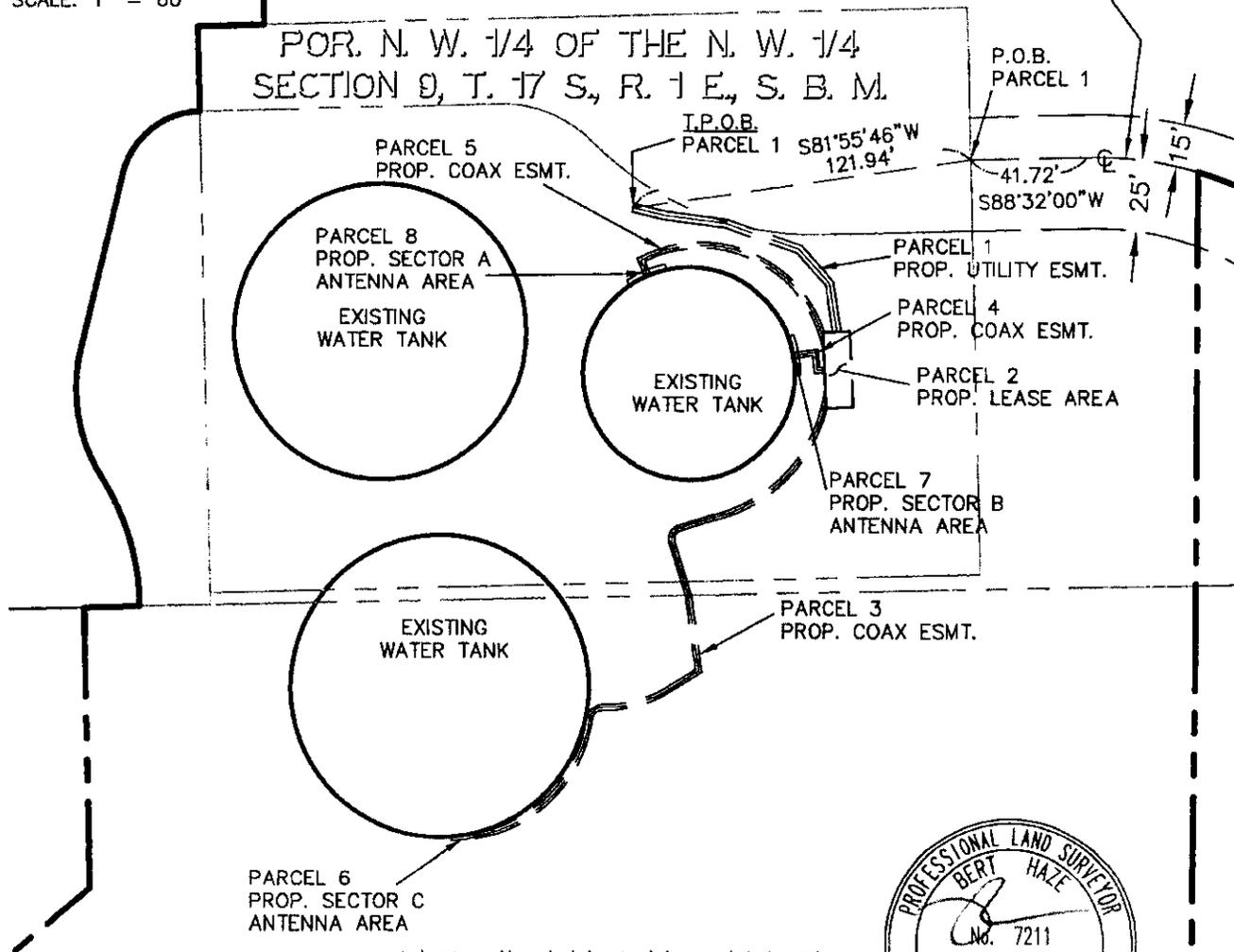
PARCEL MAP NO. 11418

PARCEL 3

SCALE: 1" = 60'

(PRIVATE ROAD)
BEAR MOUNTAIN WAY

POR. N. W. 1/4 OF THE N. W. 1/4
SECTION 9, T. 17 S., R. 1 E., S. B. M.



PARCEL MAP NO. 12607
PARCEL 2



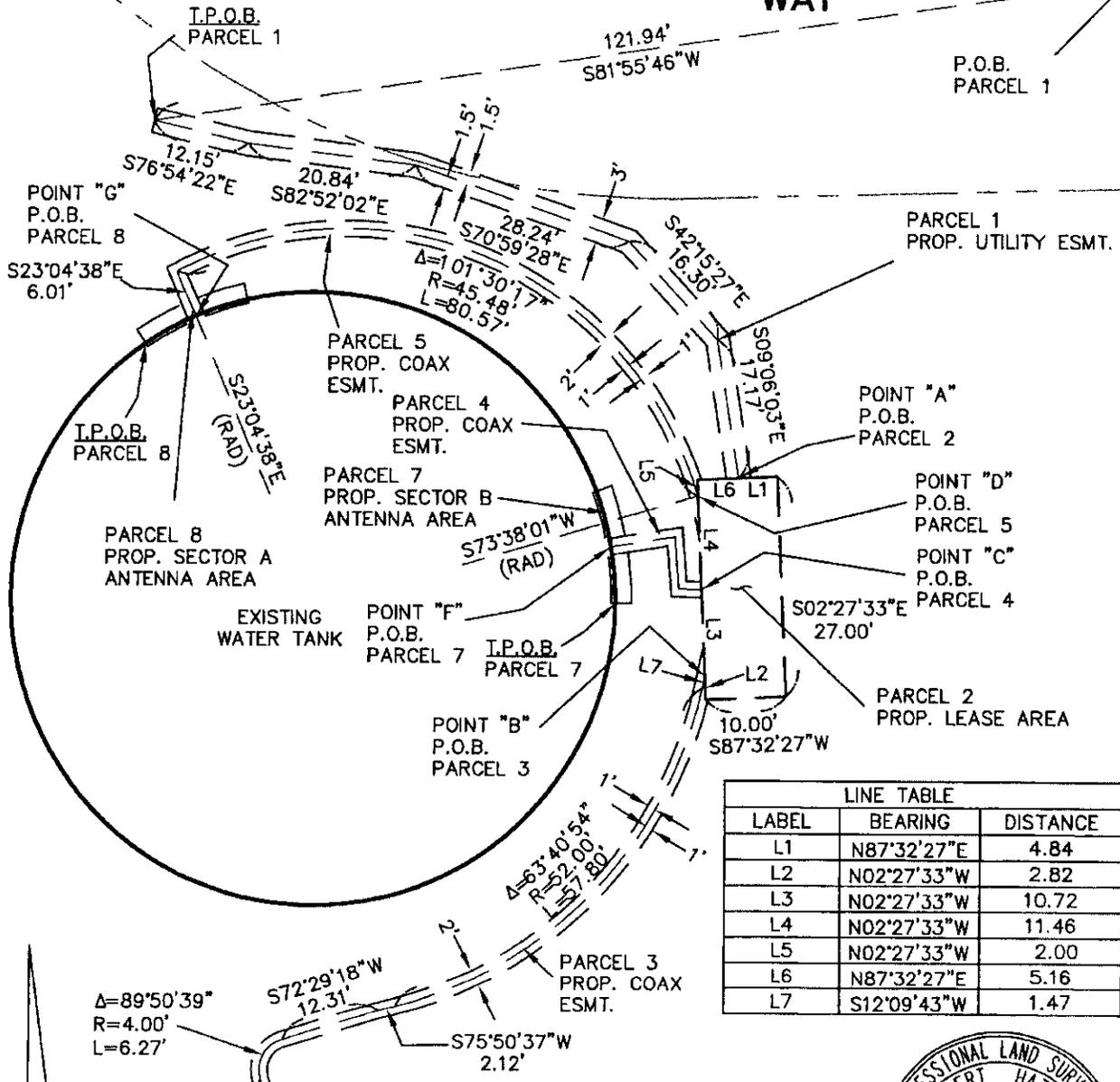
BASIS OF BEARINGS:

THE CENTERLINE OF BEAR MOUNTAIN WAY (PRIVATE ROAD) BEING NORTH 88°32'00" EAST PER PARCEL MAP NO. 11418, RECORDS OF SAN DIEGO COUNTY.

LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK	 at&t	BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	5 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "C"

(PRIVATE ROAD)
BEAR MOUNTAIN WAY



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N87°32'27"E	4.84
L2	N02°27'33"W	2.82
L3	N02°27'33"W	10.72
L4	N02°27'33"W	11.46
L5	N02°27'33"W	2.00
L6	N87°32'27"E	5.16
L7	S12°09'43"W	1.47

SEE EXHIBIT "D"



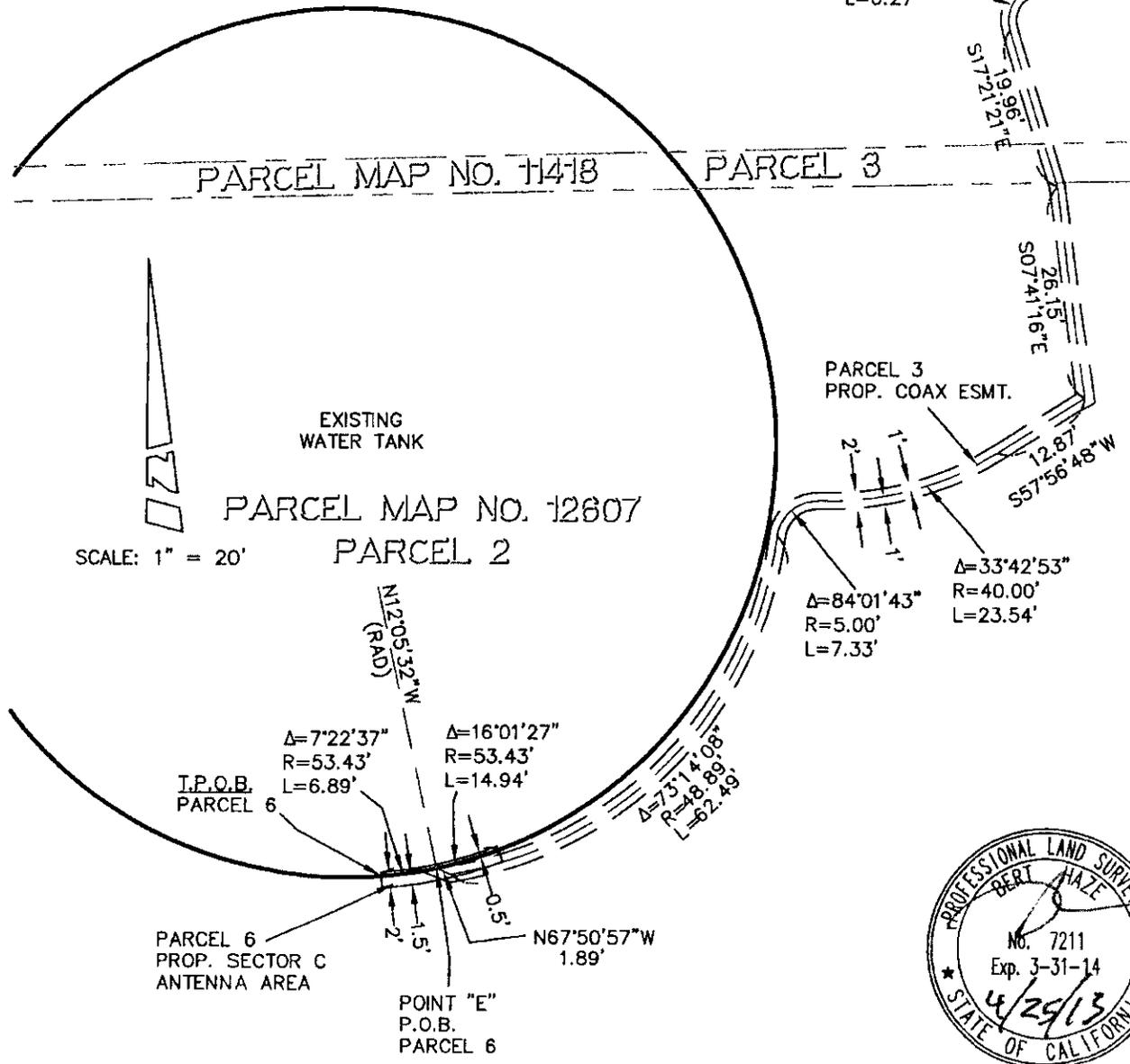
SCALE: 1" = 20'

LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	6 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "D"

POR. N. W. 1/4 OF THE N. W. 1/4
SECTION 9, T. 17 S., R. 1 E., S. B. M.

SEE EXHIBIT "C"



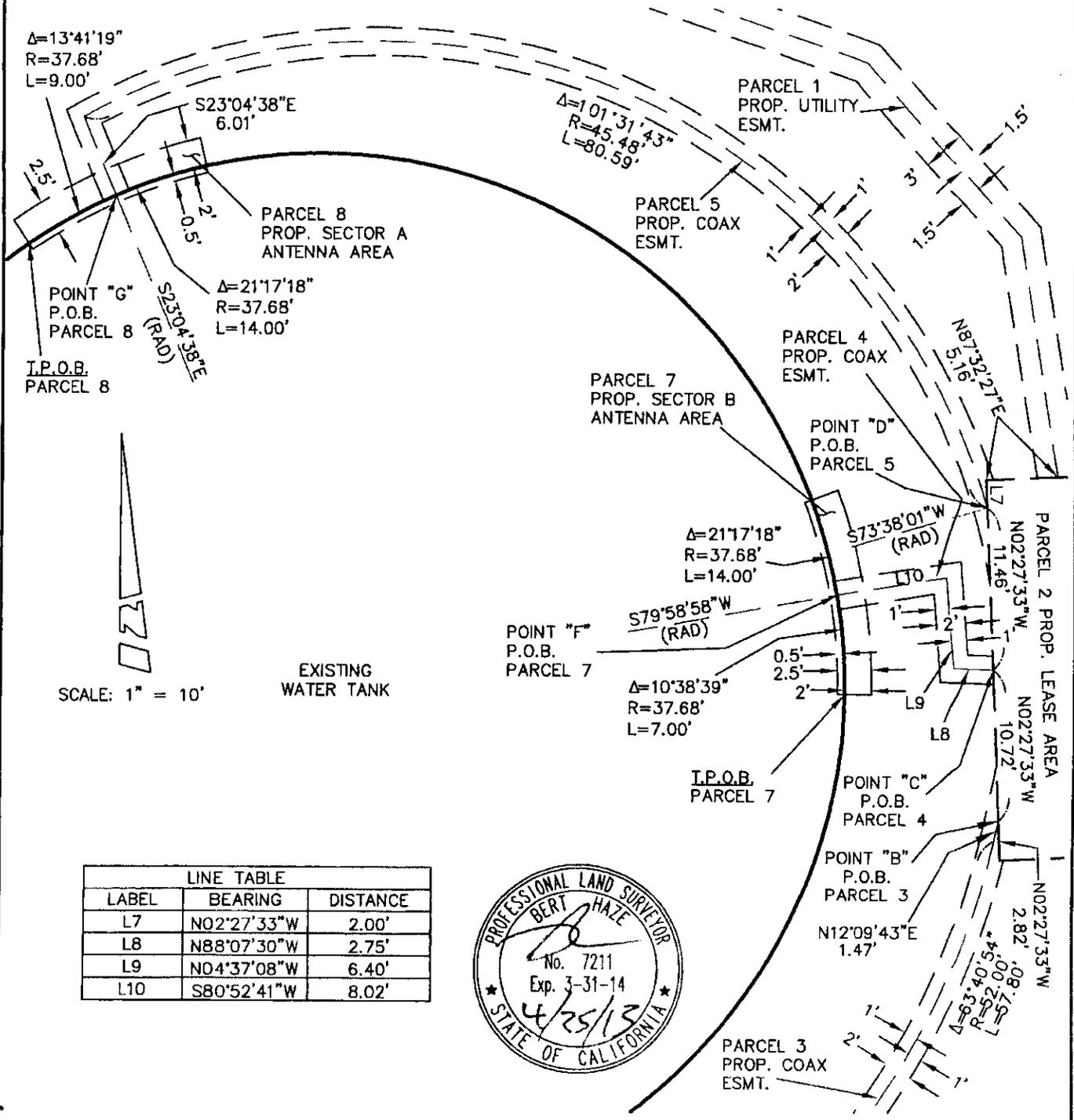
LEGAL DESCRIPTION EXHIBIT
SS-627-01
JAMUL WATER TANK
13635 BEAR MOUNTAIN WAY
JAMUL, CA 91935

PREPARED FOR:
 **at&t**

PREPARED BY:
BERT HAZE
AND ASSOCIATES
LAND SURVEYING & MAPPING
3188 AIRWAY AVE., SUITE K-1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET
7
OF 8 SHEETS
DRAWN: 04/15/11
BY: JA
CHECKED: CWW/BH
JN. 731.045

EXHIBIT "E"



LINE TABLE		
LABEL	BEARING	DISTANCE
L7	N02°27'33"W	2.00'
L8	N88°07'30"W	2.75'
L9	N04°37'08"W	6.40'
L10	S80°52'41"W	8.02'



LEGAL DESCRIPTION EXHIBIT
 SS-627-01
JAMUL WATER TANK
 13635 BEAR MOUNTAIN WAY
 JAMUL, CA 91935

PREPARED FOR:


PREPARED BY:
BERT HAZE
 AND ASSOCIATES
 LAND SURVEYING & MAPPING
 3188 AIRWAY AVE., SUITE K-1
 COSTA MESA, CALIFORNIA 92826
 714 557-1567 OFFICE
 714 557-1568 FAX

SHEET
 8
 OF 8 SHEETS
 DRAWN: 04/15/11
 BY: JA
 CHECKED: CWV/BH
 JN. 731.045

EXHIBIT C

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1296 - 1, 2 & 3, DATED _____, _____ (THE "AGREEMENT")

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT

Easement Requested? Yes No

Easement Granted? Yes No

If Easement granted, complete the following information (if recording requested, format appropriately and attach copy of instrument of record):

For good and valuable consideration, receipt of which is hereby acknowledged, the Otay Water District, as Grantor, hereby grants to _____, a [_____] [corporation] [limited liability company]], as Tenant, an Easement to excavate, remove dirt and do any act necessary to install, operate and maintain power lines and connection lines as required in connection with the communications facilities and the antenna to be located on the Premises. The legal description of the land subject to the Easement is as follows:

[Insert Description][See Attachment A]

A drawing depicting the Easement is attached hereto as **Attachment []**. Tenant may not sell, transfer or assign the Easement herein granted to Tenant. Tenant's rights under the Easement are specifically limited to the installation, maintenance and operation of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises as previously approved by Grantor. Following initial installation, Tenant shall not have a right to trench or excavate to repair, modify or replace any approved items without Grantor's prior written consent.

The Easement shall **automatically terminate** on the earlier of **thirty (30) years** from the date hereof **or the day the Agreement is terminated for any reason**. On such date, the Easement shall become unenforceable and, for all purposes, terminate, whether or not a termination or quitclaim is recorded.

Grantor reserves the right to use the lands that are subject to the Easement in any manner and for any purpose that does not materially interfere with Tenant's use thereof.

Grantor retains the right to remove, at Tenant's expense, from the surface of the Easement any item, structure improvement or portion thereof that interferes or conflicts with Grantor's use of the Property.

Tenant shall defend, indemnify and hold Grantor and its elected and appointed officials, officers, agents, employees, and volunteers free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, including personal injuries or death (collectively or individually, "Losses") arising out of or in connection with Tenant's access to, installation, occupation, use, operation, maintenance or repair of its Facilities at the Premises, except Losses directly resulting from the willful act or misconduct of Grantor. This indemnity provision shall survive the expiration, cancellation or expiration of this Easement.

EXHIBIT D

**TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 , DATED _____, 201__ (THE
"AGREEMENT")**

List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

EXHIBIT D

**ATTACHMENT A
DEPICTION OF THE TELECOMMUNICATION FACILITIES**

Cumulative Change

Project #	Approved Square Footage	Description	Percentage Change
PDS2008-3300-08-009	N/A	Unmanned telecommunications facility consisting of twelve panel antennas, 24 façade mounted TMA's, four outdoor equipment enclosure, and one GPS antenna.	Baseline
PDS2009-3301-08-009	N/A	Relocate four panel antennas from the eastern water tank to a newly built third tank to the south.	0.5%
PDS2013-MUP-08-009M ²	N/A	1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure.	2.5%
Net Change	N/A		3.0%



SS-627-01
JAMUL WATER TANK

13635 BEAR MOUNTAIN WAY
JAMUL, CA 91935

GENERAL NOTES:

- 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

DESCRIPTIONS:

101 TITLE SHEET
102 ANTENNA SCHEMATIC COAR SCHEDULE
201 SITE PLAN
202 AREA PLAN
203 EQUIPMENT PLAN
204 ELEVATIONS
205 ELEVATIONS
206 ANTENNA DETAILS

PROJECT INFORMATION:

PROJECT NO: SS-627-01
SHEET NO: T01
DATE: 01-31-13

VICINITY MAP:

CONTACTS:

NAME	PHONE	EMAIL
Project Manager		
Client Representative		

SHEET INDEX:

SHEET NO.	TITLE
101	TITLE SHEET
102	ANTENNA SCHEMATIC COAR SCHEDULE
201	SITE PLAN
202	AREA PLAN
203	EQUIPMENT PLAN
204	ELEVATIONS
205	ELEVATIONS
206	ANTENNA DETAILS

LEGAL DESCRIPTION:

CUMULATIVE CHANGE TABLE:

ADA COMPLIANCE:

APPROVALS:

TITLE SHEET:

T01
TITLE SHEET
01-31-13

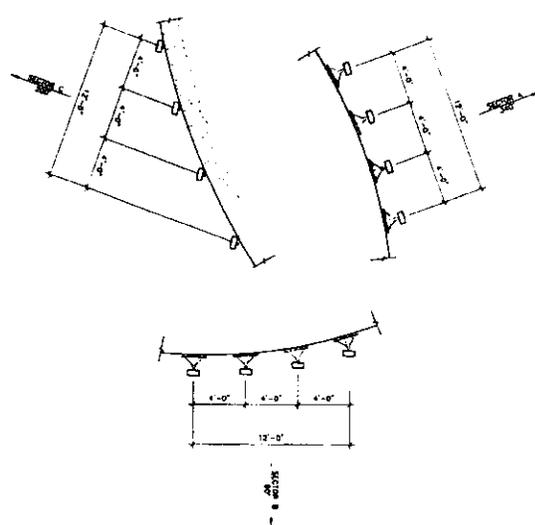
Project # 2013-14-08-009 M² incl 8 sheets
 was approved on February 7, 2013 by
 The Director of Planning & Development Services
 The Zoning Administrator
 The San Diego County Planning Commission
 The San Diego County Board of Supervisors

By: *[Signature]*
 Name: *Pamela Hanger*
 Title: *Planning Manager*

SDC PDS RCVD 01-31-13
MUP08-009M2

- GENERAL NOTES
1. ANTENNA INSTALLATION CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND SUPPLIES FOR THE ANTENNA SYSTEMS AND COAXIAL CABLES.
 2. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
 3. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
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 10. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
- GENERAL ANTENNA AND CABLE NOTES
1. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
 2. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
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 10. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.

ANTENNA SCHEMATIC



SECTION	DIRECTION	MODEL NUMBER	DOWNLINE	ANGLE	SERIAL NUMBER	CONDUIT	NUMBER	COAXIAL
ANTENNA	AZIMUTH		OFF WALL			TYPE	LENGTH	TYPE
A1	NORTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
A2	NORTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
A3	NORTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
B1	SOUTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
B2	SOUTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
B3	SOUTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
B4	SOUTH	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
C1	EAST	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
C2	EAST	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
C3	EAST	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"
C4	EAST	KATHREN 800 10785	180	N/A		1/2"	6'	1/2"

NOTE: ANTENNA AND COAXIAL CABLES SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.

APPROVE

T02

ANTENNA SCHEMATIC

COAXIAL SCHEDULE

atat

SS-627-01

JAMUL WATER TANK

1300 WEST WASHINGTON STREET, SUITE 100, DENVER, CO 80202

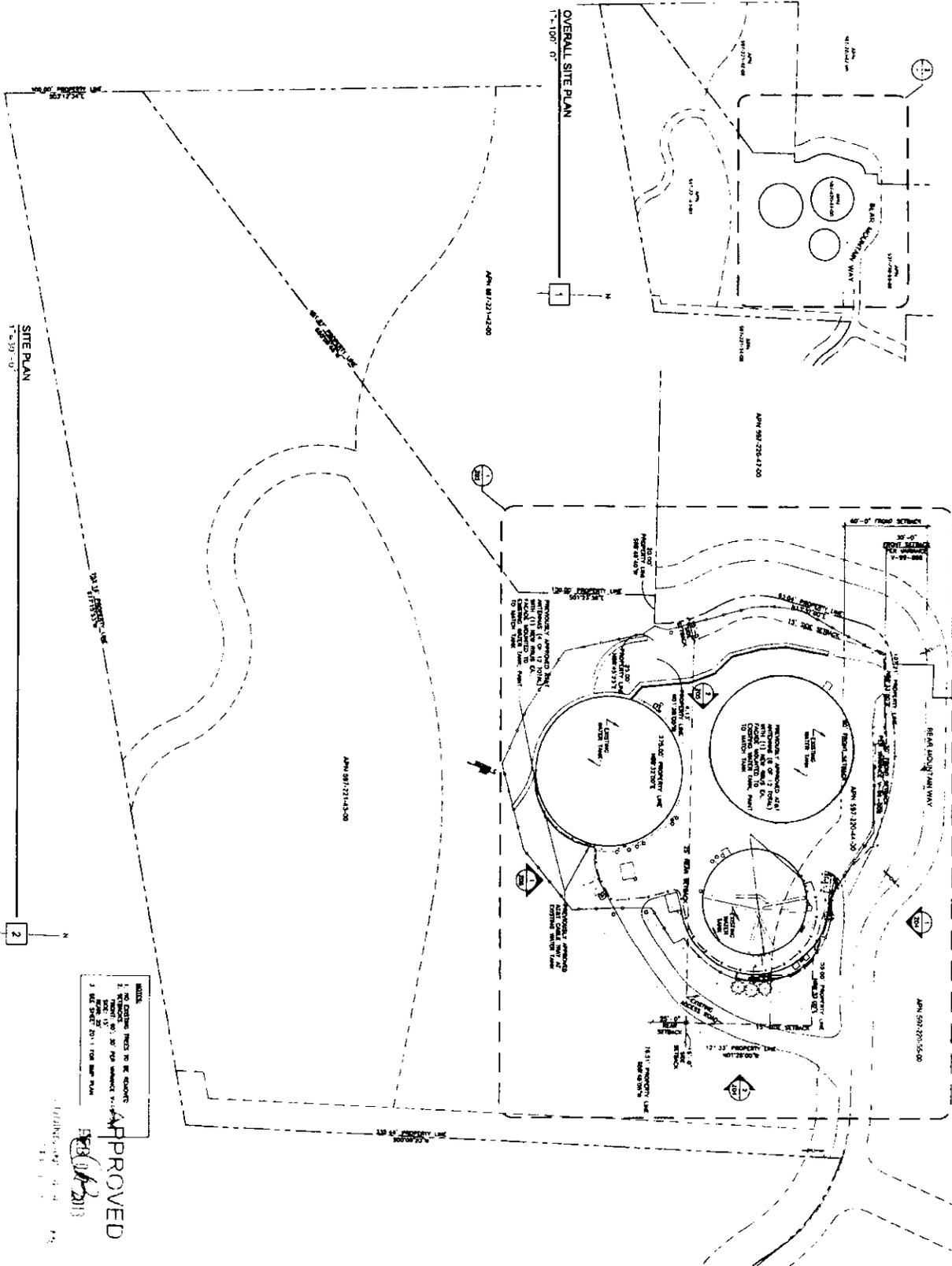
da

DAVIDSON ARCHITECTURE

ARCHITECTURE - GRAPHICS

300 PINE AVENUE SUITE 100 DENVER CO 80202

303.733.4400



SITE PLAN
1" = 20' - 0"

2

NOTES:
 1. NO CHANGES PERMITTED TO BE MADE.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. SEE SHEET 201 FOR FULL SITE PLAN.

APPROVED
 [Signature]
 11.11.11

DATE: 11/11/11

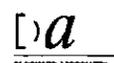
Z01
 SITE PLAN

REVISIONS

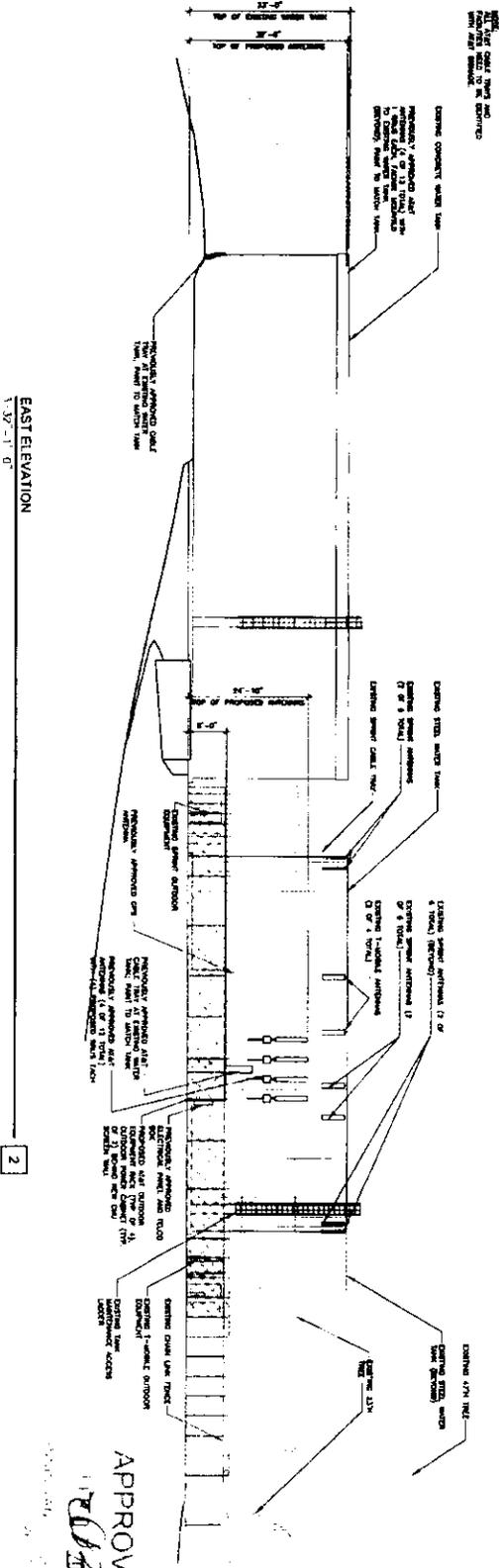
NO.	DATE	DESCRIPTION
1	11-11-11	ISSUED FOR PERMITS
2	11-11-11	ISSUED FOR PERMITS
3	11-11-11	ISSUED FOR PERMITS
4	11-11-11	ISSUED FOR PERMITS
5	11-11-11	ISSUED FOR PERMITS
6	11-11-11	ISSUED FOR PERMITS
7	11-11-11	ISSUED FOR PERMITS
8	11-11-11	ISSUED FOR PERMITS
9	11-11-11	ISSUED FOR PERMITS
10	11-11-11	ISSUED FOR PERMITS
11	11-11-11	ISSUED FOR PERMITS
12	11-11-11	ISSUED FOR PERMITS
13	11-11-11	ISSUED FOR PERMITS
14	11-11-11	ISSUED FOR PERMITS
15	11-11-11	ISSUED FOR PERMITS
16	11-11-11	ISSUED FOR PERMITS
17	11-11-11	ISSUED FOR PERMITS
18	11-11-11	ISSUED FOR PERMITS
19	11-11-11	ISSUED FOR PERMITS
20	11-11-11	ISSUED FOR PERMITS



SS-627-01
JAMUL WATER TANK
 1835 BOB HOUSTON RD JAMUL, CA 91205

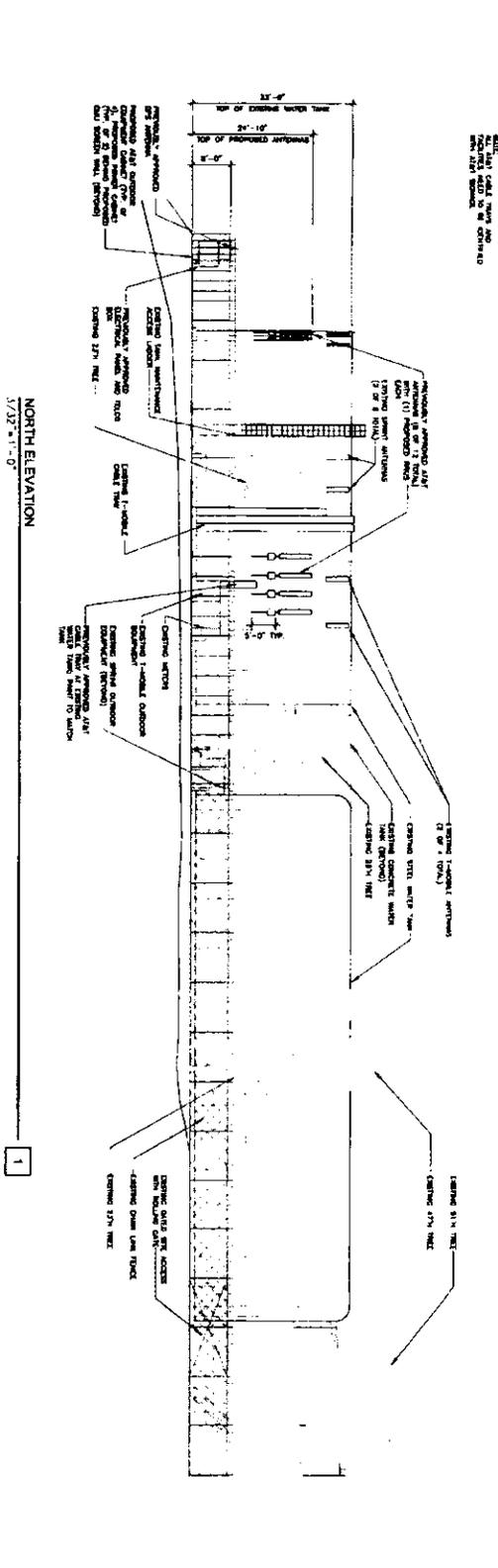


DA DESIGN ASSOCIATES
 ARCHITECTURE - GRAPHICS
 200 FIRST AVENUE, SUITE 100, SAN DIEGO, CA 92101
 619.291.4210 • 619.291.4200 FAX



EAST ELEVATION
1/32" = 1' - 0"

2



NORTH ELEVATION
1/32" = 1' - 0"

1

APPROVED

Z04
 ELEVATIONS

REVISIONS

NO.	DATE	DESCRIPTION
01	11-17-11	ISSUED FOR PERMITS
02	11-17-11	REVISED FOR PERMITS
03	11-17-11	REVISED FOR PERMITS
04	11-17-11	REVISED FOR PERMITS
05	11-17-11	REVISED FOR PERMITS
06	11-17-11	REVISED FOR PERMITS
07	11-17-11	REVISED FOR PERMITS
08	11-17-11	REVISED FOR PERMITS
09	11-17-11	REVISED FOR PERMITS
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14	11-17-11	REVISED FOR PERMITS
15	11-17-11	REVISED FOR PERMITS
16	11-17-11	REVISED FOR PERMITS
17	11-17-11	REVISED FOR PERMITS
18	11-17-11	REVISED FOR PERMITS
19	11-17-11	REVISED FOR PERMITS
20	11-17-11	REVISED FOR PERMITS

at&t
 SS-627-01
JAMUL WATER TANK
 1328 WEST WASHINGTON STREET, SUITE 100, SAN DIEGO, CA 92103

da
 DEBORAH ANN ARBERG
 ARCHITECTURE - GRAPHICS
 300 FIRST AVENUE, SUITE 100, SAN DIEGO, CA 92101
 619.295.4312 • 619.295.4313

EXHIBIT D

**ATTACHMENT B
PERMITS**

SAN DIEGO COUNTY PLANNING COMMISSION

5201 Ruffin Road

San Diego, CA 92123

May 8, 2009

Decision of the Planning Commission
On the Application of Major Use Permit
Number P08-009

GRANT, as per redlined plot plan and elevations dated October 13, 2008, consisting of eight (8) sheets, a Major Use Permit, pursuant to Section 6985, 6986, and 7358 of the Zoning Ordinance, to authorize the location and use of an unmanned wireless telecommunication facility. The facility includes panel antennas mounted on the existing water tank and an equipment enclosure. Pursuant to Section 6985A of the Zoning Ordinance, a Major Use Permit is required because the project site is located in an area zoned A70 (Limited Agriculture), is not located on a high voltage transmission tower, and is not covered by a Wireless Community Master Plan.

CONDITIONS

The following conditions are imposed with the granting of this Major Use Permit:

Building permit plans must conform in detail to this approved design. Failure to conform can cause delay to or denial of building permits and require formal amendment of this approved design. No waiver of the Uniform Building Code standards or any other code or ordinance is intended or implied.

- A. Prior to obtaining any building or other permit pursuant to this Major Use Permit, and prior to commencement of construction or use of the property in reliance on this Major Use Permit, the applicant shall:
1. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the Department of Planning and Land Use and the Department of Public Works.
 2. Obtain a grading permit, required prior to commencing of the grading, where quantities exceed 200 cubic yards of material and/or cuts of fills are eight
 3. Have a registered civil engineer, a registered traffic engineer, or a licensed land surveyor provide a certified signed statement that physically, there is a minimum unobstructed sight distance in both directions along Proctor Valley Road from the private easement road Pioneer Way serving

the property, for the prevailing operating speed of traffic on Proctor Valley Road to the satisfaction of the Director of Public Works.

4. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" conditions B.1 – B.4 of this Major Use Permit have been printed on a separate sheet of all building plans associated with this Major Use Permit: [DPLU, FEE]
 - a. The conditions shall be printed on a separate sheet of the building plans.
 - b. The Directors of Public Works or Planning and Land Use may waive this condition to allow the issuance of a grading permit. The requirement shall be met before the issuance of any building permit.
5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 – A.3 have been complied with to that Department's satisfaction.

B. Prior to any occupancy or use of the premises pursuant to this Major Use Permit, the applicant shall:

1. Authorize DPW Lighting District to process the project into the San Diego County Street Lighting District. After approval of the project, the property shall be transferred, without notice or hearing, to Zone "A" of the San Diego County Street Lighting District. The applicant shall pay the cost to process the project by making a minimum deposit at the Land Development Counter Services.
2. Furnish the Director of Planning and Land Use, along with their request for final inspection, a letter from the Department of Public Works, stating Conditions, B.1 has been completed to that department's satisfaction.
3. Provide photographic evidence to the Director of Planning and Land Use that demonstrates the panel antennas, equipment shelter and landscaping are installed according to the approved plot plan and photo-simulations filed under Major Use Permit P08-009.
4. Pay the Major Use Permit Compliance Inspection Fee as specified in the DPLU Fee Ordinance at Section 362 of the San Diego County Administrative Code. The fee shall be paid at the DPLU Zoning Counter. The permittee shall also schedule an appointment for an initial inspection with the County Permit Compliance Coordinator to review the on-going

the property, for the prevailing operating speed of traffic on Proctor Valley Road to the satisfaction of the Director of Public Works.

4. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" conditions B.1 – B.4 of this Major Use Permit have been printed on a separate sheet of all building plans associated with this Major Use Permit: [DPLU, FEE]
 - a. The conditions shall be printed on a separate sheet of the building plans.
 - b. The Directors of Public Works or Planning and Land Use may waive this condition to allow the issuance of a grading permit. The requirement shall be met before the issuance of any building permit.
5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 – A.3 have been complied with to that Department's satisfaction.

B. Prior to any occupancy or use of the premises pursuant to this Major Use Permit, the applicant shall:

1. Authorize DPW Lighting District to process the project into the San Diego County Street Lighting District. After approval of the project, the property shall be transferred, without notice or hearing, to Zone "A" of the San Diego County Street Lighting District. The applicant shall pay the cost to process the project by making a minimum deposit at the Land Development Counter Services.
2. Furnish the Director of Planning and Land Use, along with their request for final inspection, a letter from the Department of Public Works, stating Conditions, B.1 has been completed to that department's satisfaction.
3. Provide photographic evidence to the Director of Planning and Land Use that demonstrates the panel antennas, equipment shelter and landscaping are installed according to the approved plot plan and photo-simulations filed under Major Use Permit P08-009.
4. Pay the Major Use Permit Compliance Inspection Fee as specified in the DPLU Fee Ordinance at Section 362 of the San Diego County Administrative Code. The fee shall be paid at the DPLU Zoning Counter. The permittee shall also schedule an appointment for an initial inspection with the County Permit Compliance Coordinator to review the on-going

conditions associated with the permit. The inspection should be scheduled for a date approximately six months subsequent to establishing occupancy or use of the premises.

C. The following conditions shall apply during the term of the Major Use Permit:

1. The applicant shall allow the County to inspect the property for which the Major Use Permit has been granted, at least once every twelve months, to determine if the applicant is complying with all terms and conditions of the Major Use Permit. If the County determines the applicant is not complying with the Major Use Permit terms and conditions the applicant shall allow the County to conduct follow up inspections more frequently than once every twelve months until the County determines the applicant is in compliance.
2. The applicant is responsible for the maintenance and repair of any damage caused by them to on-site and off-site private roads that serve the project.
3. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from adjoining premises, and shall otherwise conform to Section 6324 of The Zoning Ordinance.
4. The parking areas and driveways shall be well maintained.
5. All landscaping shall be adequately watered and well maintained at all times.
6. Property owners shall agree to preserve and save harmless the County of San Diego and each officer and employee thereof from any liability or responsibility for any accident, loss, or damage to persons or property happening or occurring as the proximate result of any of the work undertaken to complete this work, and that all of said liabilities are hereby assumed by the property owner.
7. The applicant shall maintain the appearance of the facility and associated equipment shelter, as depicted in photo simulations on file with Major Use Permit P08-009, for the duration of the facility's operation.
8. All graffiti on any components of the facility shall be removed promptly in accordance with County regulations. Graffiti on any facility in the public right-of-way must be removed within 48 hours of notification.
9. All wireless telecommunication sites shall be kept clean and free of litter.

10. All equipment cabinets shall display a legible operator's contact number for reporting maintenance problems.
11. All wireless carriers who intend to abandon or discontinue the use of any wireless telecommunication facility shall notify the County of such intention no less than 60 days prior to the final day of use.
12. Wireless telecommunication facilities with use discontinued shall be considered abandoned 90 days following the final day of use.
13. All abandoned facilities shall be physically removed by the facility owner no more than 90 days following the final day of use or determination that the facility has been abandoned, whichever occurs first.
14. The County reserves the right to remove any facilities that are abandoned for more than 90 days at the expense of the facility owner.
15. Any abandoned site shall be restored to its natural or former condition. Grading and landscaping in good condition may remain.
16. Noise from any equipment supporting the facility shall meet the requirements of the County's Noise Ordinance on an average hourly basis.
17. Equipment cabinets and antenna structures shall be secured to prohibit unauthorized access.
18. Comply with all applicable stormwater regulations at all times. The activities proposed under this application are subject to enforcement under permits from the San Diego Regional Water Quality Control Board (RWQCB) and the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance (**Ordinance No. 9926**) and all other applicable ordinances and standards. This includes requirements for Low Impact Development (LID), materials and wastes control, erosion control, and sediment control on the project site. Projects that involve areas 1 acre or greater require that the property owner keep additional and updated information onsite concerning stormwater runoff. This requirement shall be to the satisfaction of the Director of Public Works.
19. The project shall conform to the approved plot plan(s). Failure to conform to the approved plot plan(s); is an unlawful use of the land, and will result in enforcement action pursuant to Zoning Ordinance Section 7703.

- D. This Major Use Permit shall expire on May 8, 2011, at 4:00 p.m. (or such longer period as may be approved pursuant to Section 7376 of The Zoning Ordinance of the County of San Diego prior to said expiration date) unless construction or use in reliance on this Major Use Permit has commenced prior to said expiration date.

FINDINGS:

CEQA FINDINGS

It is hereby found that the proposed project is exempt from the California Environmental Quality Act as specified under Section 15303 of the State CEQA Guidelines for the reasons detailed in the Notice of Exemption Form dated March 2, 2009, on file with DPLU as Environmental Review Number ER08-19-004.

MSCP FINDINGS

The Multiple Species Conservation Planning Conformance Findings dated March 2, 2009, on file with DPLU as Environmental Review Number ER08-19-004.

STORMWATER FINDINGS

It is hereby found that the project proposed by the applicant has prepared plans and documentation demonstrating compliance with the provisions of the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance.

RESOURCE PROTECTION ORDINANCE FINDINGS

It is hereby found that the use or development permitted by the application is consistent with the provisions of the Resource Protection Ordinance.

MAJOR USE PERMIT FINDINGS

Pursuant to Section 7358 (see Section 7359 for findings required for permits filed pursuant to Regional Land Use Element 3.8) of The Zoning Ordinance, the following findings in support of the granting of the Major Use Permit are made:

- (a) The location, size, design, and operating characteristics of the proposed use will be compatible with adjacent uses, residents, buildings, or structures with consideration given to

1. Harmony in scale, bulk, coverage, and density

Scale and Bulk:

The subject parcel is developed with two water tanks and two wireless telecommunication facilities. The proposed unmanned wireless telecommunication facility includes twelve (12) panel antennas that will be mounted on the water tank located within the eastern portion of the property and an associated eight-foot equipment shelter. Photo simulations on file with Major Use Permit P08-009 (Attachment C) illustrate that the proposed wireless telecommunication facility and associated equipment shelter are unobtrusive to the surrounding viewshed. The view from the surrounding area will be minimized because the project is a stealth facility as the panel antennas will be mounted on and painted to match the existing water tank. Additionally, the CMU block wall will be screened by additional landscaping, including three Oleander shrubs. The project is compatible with adjacent uses in terms of scale and bulk because of the stealth design. Therefore, the project will not substantially increase the scale and bulk of the existing structure and result in negative impacts to the surrounding properties.

Coverage:

The subject parcel is 1.08 acres in size. Surrounding land uses consist of single family residential and vacant land with parcel sizes ranging from approximately one acre to over eight acres in size. The project is located on a parcel that is developed with two water tanks and two wireless telecommunication facilities. The lease area for this unmanned wireless telecommunication facility will total approximately 400 square-feet (less than 1% lot coverage). Considering the size of the subject lot compared with the size and location of the proposed structure, the size of the existing structures on the property, and the coverage characteristics of surrounding properties, the addition of the telecommunication facility will be consistent in terms of coverage of the surrounding area and will not substantially increase the lot area coverage.

Density: The project is a Major Use Permit for the authorization of a telecommunication facility and does not have a residential component subject to density.

2. The availability of public facilities, services, and utilities

The project is located within the San Diego Rural Fire Protection District with services provided by the California Department of Forestry and Fire Protection. The project has been reviewed and found to be FP-2

compliant. The project will require water service for irrigation purposes and the Otay Water District has verified that the project site is in the district and service is available to the project site.

3. The harmful effect, if any, upon desirable neighborhood character

The project is a Major Use Permit for the authorization of a wireless telecommunication facility. The facility will include twelve (12) panel antennas that will be mounted on the existing water tank located on the east side of the property and an eight-foot high CMU enclosure to house the associated equipment. The project site is located within a neighborhood that is predominately comprised of single family residential use with some vacant properties surrounding the project site.

The project will not adversely affect the desirable neighborhood character because the project proposes a wireless telecommunication facility that is designed to be stealth. The equipment shelter will be located within a CMU enclosure to conceal it from the surrounding properties. Photo simulations on file with Major Use Permit P08-009 (Attachment C) illustrate that the line, form, and color of the facility will be largely consistent with other elements that make up the visual setting of the area, such as the existing panel antennas on the water tank. Furthermore, the project was reviewed for noise impacts and determined to be consistent with the County Noise Ordinance. The project, as designed, will not cause any substantial, demonstrable negative aesthetic effect to views from the surrounding area and roadways. Therefore, the project will not have a harmful effect on the neighborhood character.

4. The generation of traffic and the capacity and physical character of surrounding streets

The traffic generated from the project is expected to be one maintenance trip per month and will utilize Bear Mountain Road, a private road for access. Existing parking is available on the property. The use associated with this Major Use Permit is compatible with the existing residential nature of the area because the number of maintenance trips will not substantially alter the expected traffic or physical character of the surrounding streets and will be compatible with adjacent uses. Therefore, the number of maintenance trips will not substantially increase or alter the physical character of Bear Mountain Road and other vicinity roadways.

5. The suitability of the site for the type and intensity of use or development which is proposed

The project proposes a Major Use Permit for the authorization of an unmanned wireless telecommunication facility. The subject property is 1.08 acres in size and is developed with access and utility services adequate to serve the proposed use. The installation of the telecommunication facility will not require significant alteration to the land form. The project, as designed, will be stealth and will not change the characteristics of the area and is suitable for this site and the type and intensity of uses and development. For reasons stated above, the proposed project will be compatible with adjacent land uses.

6. Any other relevant impact of the proposed use

None identified.

- (b) The impacts, as described in Findings (a) above, and the location of the proposed use will be consistent with the San Diego County General Plan.

The project is subject to the Regional Category – Estate Development Area (EDA), General Plan Land Use Designation General – (17) Estate Residential, and the Jamul/Dulzura Subregional Plan. The project complies with the General Plan because civic uses are allowed if they support the local population. In addition, the project is consistent with Policy 4 of the Public Safety Element of the County General Plan that encourages the support, establishment, and continual improvement of Countywide telephone communications system, particularly with respect to enhancing emergency communications.

- (c) That the requirements of the California Environmental Quality Act have been complied with.

Pursuant to Section 15303 of the State CEQA Guidelines, the project is exempt from CEQA because it is an unmanned wireless telecommunication facility that involves the installation of Small, New Equipment and Facilities in Small Structures. It has been determined that the project is not in an environmentally sensitive location; will not have a cumulative effect on the environment; is not on a hazardous waste site; will not cause substantial change in the significance of a historical resource; and will not result in damage to a scenic highway

NOTICES:

NOTICE: The 90 day period in which the applicant may file a protest of the fees, dedications or exactions begins on May 8, 2009.

NOTICE: This subject property is known to contain Coastal sage scrub plant community. Such plant community is habitat for the coastal California gnatcatcher.

The Federal government recently listed the gnatcatcher as a threatened species under the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.). THE LISTING MAY RESULT IN AN APPLICANT'S INABILITY TO PROCEED WITH HIS/HER PROJECT WITHOUT A PERMIT FROM THE FEDERAL GOVERNMENT IF THE SPECIES OR ITS HABITAT ARE PRESENT ON THE PROJECT SITE. It is advisable to contact the United States Fish and Wildlife Service to determine the applicability of the prohibitions under the Act to each applicant's property.

NOTICE: THE ISSUANCE OF THIS PERMIT BY THE COUNTY OF SAN DIEGO DOES NOT AUTHORIZE THE APPLICANT FOR SAID PERMIT TO VIOLATE ANY FEDERAL, STATE, OR COUNTY LAWS, ORDINANCES, REGULATIONS, OR POLICIES INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT AND ANY AMENDMENTS THERETO.

NOTICE: Low Impact Development (LID) requirements apply to all priority projects as of March 25, 2008. These requirements can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcounty.ca.gov/cob/ordinances/ord9926.doc>

The draft LID Handbook is a source for LID information and is to be utilized by County staff and outside consultants for implementing LID in our region. The handbook gives an overview of LID. Section 2.2 reviews County DPW planning strategies as they relate to requirements from the Municipal Permit. The Fact Sheets in the Appendix may be useful for information on all of the engineered techniques. Additional information can be found in the extensive Literature Index. You can access the Handbook at the following DPLU web address:

<http://www.co.san-diego.ca.us/dplu/docs/LID-Handbook.pdf>

NOTICE: On January 24, 2007, the San Diego Regional Water Quality Control Board (SDRWQCB) issued a new Municipal Stormwater Permit under the National Pollutant Discharge Elimination System (NPDES). The requirements of the Municipal Permit must be implemented beginning March 25, 2008. The Low Impact Development (LID) Best Management Practices (BMP) Requirements of the Municipal Permit can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcounty.ca.gov/cob/ordinances/ord9926.doc>

All priority projects must minimize directly connected impervious areas and promote biofiltration. Section 67.812 includes the minimal site design requirements that project applicants must address and implement. These can be summarized into the following four requirements: Disconnect impervious surfaces, Design impervious surfaces to

drain into properly designed pervious areas, Use pervious surfaces wherever appropriate, Implement site design BMPs. The applicant / engineer must determine the applicability and feasibility of each requirement for the proposed project and include them in the project design, unless it can be adequately demonstrated which (if any) of the requirements do not apply.



County of San Diego

ERIC GIBSON
DIRECTOR

DEPARTMENT OF PLANNING AND LAND USE

5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CALIFORNIA 92123-1666
INFORMATION (858) 694-2960
TOLL FREE (800) 411-0017
www.sdcounty.ca.gov/dplu

December 11, 2009

Decision of the Director, Department of Planning and Land Use
on Minor Deviation from Plot Plan
Major Use Permit Minor Deviation P08-009m¹

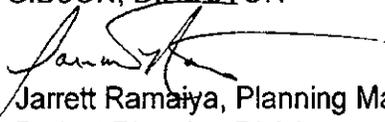
A revised plot plan dated December 2, 2009, was submitted by Ms. Karen Adler for a "Minor Deviation" from plot plan approved in connection with Major Use Permit P08-009 for an unmanned wireless telecommunication facility. The applicant's request is to re-locate four panel antennas from the eastern water tank to the newly built third tank to the south. No additional changes to the other antenna locations or equipment enclosure are proposed. The property is located at 13635 Bear Mountain Way in the Jamul area in the A70 (Limited Agricultural) Land Use Regulation.

In accordance with Section 7609 of The Zoning Ordinance, the Director of the Department of Planning and Land Use hereby finds that the proposed Minor Deviation does not constitute a substantial change in the Major Use Permit and that said Deviation will not adversely affect adjacent property or adjacent property owners, and approves said Minor Deviation as per revised plot plan.

The issuance of this permit by the County of San Diego does not authorize the applicant for said permit to violate any Federal, State or County laws, ordinances, regulations or policies including, but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. Section 1531 et seq.).

DEPARTMENT OF PLANNING AND LAND USE
ERIC GIBSON, DIRECTOR

By:


Jarrett Ramaiya, Planning Manager
Project Planning Division

cc: Otay Water District, Attn: Mike O'Donnell, 2554 Sweetwater Springs Blvd.,
Spring Valley, CA 91978



MARK WARDLAW
Director

BETH A. MURRAY
Assistant Director

County of San Diego
PLANNING & DEVELOPMENT SERVICES

5510 OVERLAND AVENUE, SUITE 110, SAN DIEGO, CALIFORNIA 92123
INFORMATION (858) 684-2960
TOLL FREE (800) 411-0017
www.sdcounty.ca.gov/pds

February 7, 2013

PERMITEE: AT&T MOBILITY, LLC
MINOR DEVIATION No.: JAMUL WATER TANK MAJOR USE PERMIT MINOR DEVIATION
PDS2013-MUP08-009M²
E.R. NUMBER: N/A
PROPERTY: 13635 BEAR MOUNTAIN WAY, JAMUL, CA 91935
APN: 597-220-44

DECISION OF THE DIRECTOR

A plot plan dated January 31, 2013, was submitted by AT&T Mobility, LLC for a "Minor Deviation" from plot plan approved in connection with Major Use Permit PDS2008-3300-08-009 for an unmanned telecommunications facility. The applicant's request is to 1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure. The property is located at 13635 Bear Mountain Way in the unincorporated area of San Diego County in the A70 (Limited Agriculture) Land Use Regulation.

Cumulative Change

Project #	Approved Square Footage	Description	Percentage Change
PDS2008-3300-08-009	N/A	Unmanned telecommunications facility consisting of twelve panel antennas, 24 façade mounted TMA's, four outdoor equipment enclosure, and one GPS antenna.	Baseline
PDS2009-3301-08-009	N/A	Relocate four panel antennas from the eastern water tank to a newly built third tank to the south.	0.5%
PDS2013-MUP-08-009M ²	N/A	1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure.	2.5%
Net Change	N/A		3.0%

*This project has brought the net change to 3.0%. Any future changes may not exceed 7.0% in order to qualify for a Minor Deviation. Any change beyond a cumulative 10% requires a Modification.

In accordance with Section 7609 of The Zoning Ordinance, the Director of Planning & Development Services hereby finds that the proposed Minor Deviation does not constitute a substantial change in the Site Plan Permit and that said Deviation will not adversely affect adjacent property or adjacent property owners, and approves said Minor Deviation as per revised plot plan.

This approval for a Minor Deviation is limited to the applicant's request as detailed in the first paragraph above. Changes or omissions not specified in this form of decision, but are reflected in the attached plot plan have not been authorized.

The issuance of this permit by the County of San Diego does not authorize the applicant for said permit to violate any Federal, State or County laws, ordinances, regulations or policies including, but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. Section 1531 et seq.).

PLANNING & DEVELOPMENT SERVICES
MARK WARDLAW, DIRECTOR

By: 
Donna Beddow, Planning Manager
Project Planning Division

Enclosures

cc: AT&T Mobility, LLC 7337 Trade Street, 3-East, Room 3684, San Diego, CA
92121
Karen Adler, PlanCom, Inc. 302 State Place, Escondido, CA 92029

email cc:
Donna Beddow, Planning Manager, Land Development, PDS
Lisa Sims, Project Manager, Project Planning, PDS

EXHIBIT E

TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 , DATED _____, 201__ (THE
"AGREEMENT")

Memorandum of Agreement

Check one option.

- None.
- See Attached.

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

APN: 597-220-44-00

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

Cell Site No: SS0627
Cell Site Name: Jamul (CA)
Fixed Asset Number: 10068658
State: California
County: San Diego

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between Otay Water District, a municipal water district (hereinafter referred to as "**Otay**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Otay and Tenant entered into a certain Agreement To Locate a Communications Facility at Otay's 1296 Reservoir Site ("**Agreement**") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is 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 written below.

OTAY:

Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91979

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2013

By: _____
Print Name: _____
Its: _____
Date: _____, 2013

Approved as to Form:

Otay's General Counsel

[Notary Acknowledgments Appear On Following Page]

OTAY ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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 1

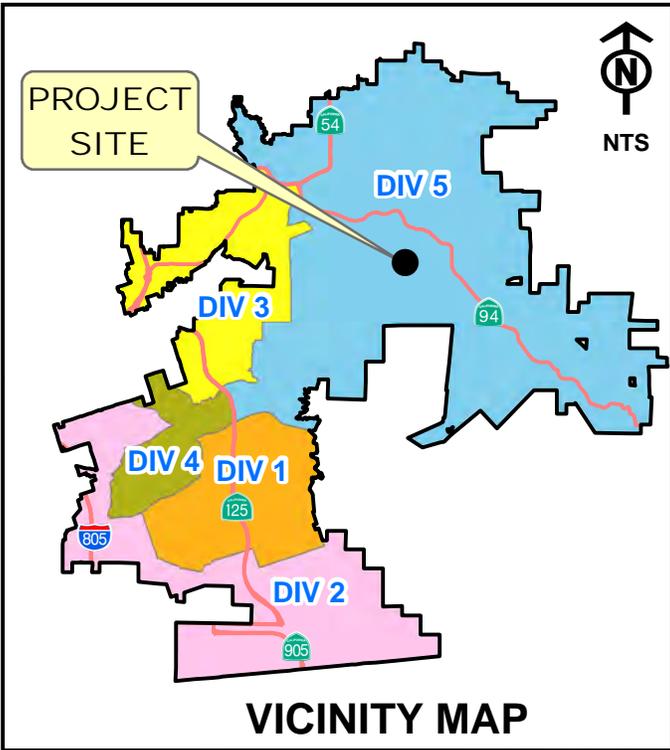
to the Memorandum of Lease dated _____, 201__, by and between Otay Water District, a municipal water district, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Legal Description:

[TO BE INSERTED FROM TITLE REPORT]

The Premises are described and/or depicted as follows:

Premises Sketch or Survey:



OTAY WATER DISTRICT
 CINGULAR WIRELESS PCS, LLC COMMUNICATIONS SITE
 1296-1, 1296-2 AND 1296-3 RESERVOIR SITE



AGENDA ITEM 8

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Andrea Carey Customer Service Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Joseph R. Beachem, Chief Financial Officer <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Authorize the General Manager to Negotiate and Enter into Agreements for Billing and Payment Services with Infosend and Electronic Payment Exchange (EPX)		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to negotiate and enter into a two-year fixed with three option year renewals (five-year term) with:

- 1) Infosend to provide bill print and electronic bill presentment services in an amount not to exceed \$1,310,000 (\$262,000 annually); and with
- 2) Electronic Payment Exchange (EPX) to provide payment transaction processing services in an amount not to exceed \$735,000 (\$147,000 annually).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To authorize the General Manager to negotiate and purchase services from Infosend for bill print and electronic bill presentment services and with Electronic Payment Exchange for payment transaction processing services.

ANALYSIS:

The District bills approximately 50,000 customers each month (600,000 billings yearly) for water and sewer services. Of these, approximately 38,000 bills are mailed to customers every month with another 17,000 customers signed up to receive bills electronically (e-bill). The District receives over 15,000 payments monthly via the website.

In 2008, the District entered into a five-year agreement with Infosend to provide bill print and mailing services. In 2010, the agreement was amended to allow Infosend and EPX to provide online bill presentment and web payment services to the District. The contract with Infosend and EPX will expire on June 30, 2013.

Request for proposals were sent to seven vendors for bill print and electronic bill presentment and payment services and the District received proposals from three of them. The costs for bill print and electronic presentment services are as follows:

Bill Print Services

Vendor	Annual Price
Infosend	\$262,000
Billtrust	\$276,000
Alacriti	\$294,000

Evaluation criteria consisted of the vendor's ability to meet District specifications; number of years experience in this type of business and with accounts similar to Otay in size; competence and customer service; on time experience in delivery of comparable goods and services; financial stability; and cost.

InfoSend partners with payment processors EPX or Paymentus to verify and transmit customer payments to the District. These payment processors verify the credit card and banking information for each transaction and then wire funds daily to Otay's account with Union Bank. Staff analyzed the fees charged by both EPX and Paymentus and found EPX to be the lowest. The costs of services are as follows:

Payment Services

Vendor	Annual Price
EPX	\$147,000
Paymentus	\$162,000

The performance of the EPX payment processing service has proved to be efficient and reliable since staff began using the service in 2010.

Given the complexity and sensitive nature of these services, it is recommended that the General Manager negotiate and enter into agreements with Infosend and EPX that provides a two-year fixed term

with three option year renewals in amounts not to exceed the lowest pricing submitted. This will allow the District to take advantage of the current competitive process and minimize the impact changing vendors has to the billing process. The agreements will ensure that the vendors are unable to raise prices for five years and that the District is able to terminate for cause at any time. Additionally, after the initial two-year period, the District will have the option not to renew should opportunities, circumstances or business practices change. The agreements will run concurrently and expire at the same time.

By continuing the relationship with Infosend and EPX the District's customers will see no change to their online accounts or bill print delivery.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The annual cost for Infosend services will be approximately \$262,000 and for EPX services will be approximately \$147,000. The proposed FY 2014 budget is sufficient to cover these costs.

STRATEGIC GOAL:

Evaluate the most cost effective and efficient processes and tools to communicate service related issues to customers.

LEGAL IMPACT:

None.

Attachments:

Attachment A - Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	Authorize the General Manager to Negotiate and Enter into Agreements for Billing and Payment Services with Infosend and Electronic Payment Exchange (EPX)
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee recommend that the Board authorize the General Manager to negotiate and enter into agreements for billing and payment services with Infosend and Electronic Payment Exchange (EPX).

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.