53 ✓

SEP 16 2003

done

T

N

AT&T Wireless Services of California LLC
d.b.a. AT&T Wireless

Department DOT Location

Purpose Cell Tower Lease - SLT
Tahoma Corporation Yard

Date approved by Board Sept. 16, 2003

Expiration Date pg. 2 #6 ☐ Check if none

Option to renew? ☐ Yes ☐ No
If yes, date of expiration
Notice needed by

Insurance needed? ☑ Yes ☐ No ☐ Received see pg 2 #7

Bonds needed? ☐ Yes ☐ No ☐ Received
(If insurance or bonds needed, list on Pending Register so we may make sure we receive them)

Other requirements

Follow-up cards needed ☐ Yes ☐ No ☐ Made up

Chaindexed under:

(Reason for this is so that when this contract expires, the chaindex can be pulled, marked and transferred to the expired drawer)

EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL

Meeting of September 16, 2003

AGENDA TITLE: AT&T Cell Tower Lease – SLT Tahoma Corporation Yard

DEPARTMENT: Transportation	DATE: **9/03/03**	**CAO USE ONLY**
CONTACT: **Randy Pesses** WRP	PHONE: **621-5963**	C-Thornton 9/11/03

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: Department of Transportation recommends the Board of Supervisors approve the attached lease agreement between El Dorado County and AT&T Wireless and authorize The Chair to execute same subject to minor modifications, review and approval by County Counsel.

CAO RECOMMENDATION: Recommend approval. Laura S. Gill 9/11/03

Financial impact? (X) Yes () No

Funding Source: ( )Gen Fund (X) Other

BUDGET SUMMARY:

Total Est. Cost $ 0

Funding

- Budgeted $ 0
- New Funding $ 18,270
- Savings $ 0
- Other * $ 0
- Total Funding Available $ 18,270
- Change in ~~Net County~~ Cost $(18,270)

* Explain **Road Fund**

CAO Office Use Only:

- 4\5's Vote Reqd. ( ) Yes (✓) No
- Change in Policy ( ) Yes (✓) No
- New Personnel ( ) Yes (✓) No

CONCURRENCES:

- Risk Management ____
- County Counsel ✓
- Other ____

BOARD ACTIONS: SEP 16 2003 – Chairman authorized to sign the Lease Agreement with addition that ST&T will be responsible for all possessory interest tax.

Vote: Unanimous ________ Or

Ayes SWEENEY, DUPRAY, BAUMANN, PAINE, SOLARO

Noes: NONE

Abstentions: NONE

Absent: NONE

Rev. 2/96 j:\agenda\win95

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.

Date: ____

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

By: ____

9/5/03

cc: file
Auditor
AT&T Wireless Services
D. McGee DOT
(AT&T - picked up agmts + amendmts,

C.A.O.
EL DORADO COUNTY
03 SEP -5 AM 8:13

COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

MATTHEW C. BOYER
Director of Transportation

Internet Web Site:
http://co.el-dorado.ca.us/dot

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387

September 3, 2003

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: AT&T Cell Tower Lease – SLT Tahoma Corporation Yard

Meeting Date: September 16, 2003

District: District V

Dear Members of the Board:

Recommendation:

The Department of Transportation recommends the Board of Supervisors approve the attached lease agreement between El Dorado County and AT&T Wireless (AT&T). This agreement is to lease to AT&T a 520 square foot portion of DOT's corporation yard in Tahoma, for the purpose of constructing and operating on County-owned property, a new 125-ft tall wireless facility with six antennas.

Reason for Recommendation:

AT&T approached El Dorado County in 2002 with a proposal to lease space for a cell tower facility to be constructed on County-owned property in the Tahoma area, El Dorado County. AT&T indicated that cell phone coverage along the Tahoe west shore was inadequate and that there were limited opportunities to locate cell tower sites in that area on properties that would provide suitable transmission characteristics and at the same time satisfy environmental restrictions. AT&T indicated that the County's Tahoma site would be suitable to their needs, and submitted a proposed lease agreement for staff review, and requested staff authorization for AT&T representatives to pursue the various governmental approvals while the final terms of the lease agreement were being negotiated with County staff.

The proposed cell tower and equipment enclosure location are in an un-used area of the Tahoma Corporation yard, and will not interfere with DOT operations; however, it will add 210 square feet of impervious coverage to the site. The Tahoe Regional Planning Agency reviewed the proposal and determined that the existing impervious surfaces on the Tahoma property exceeds the allowable coverage area, and therefore, the cell tower facility could not occupy the site unless an equivalent amount of impervious surface was removed from the Tahoma property. DOT staff worked with AT&T and found an unused area of 210 square feet of existing asphalt pavement that could be removed to satisfy the TRPA requirement. As a condition of the lease, AT&T is compensating the County in a one-time payment at the rate of $7.25 per square foot for a total of $1,522.50 to remove 210 square feet of pavement and revegetate. At the conclusion of the lease the coverage credit will revert to the County.

The Planning Commission conditionally approved this project on January 9, 2003 as a Special Use Permit, S20-30 (see attached conditions of approval and site plan). The new wireless facility will be disguised as a pine tree with six antennas, three to be installed initially and three more in the future, all located within the artificial tree branches.

AT&T has completed the approval process both with EDC and TRPA. The project includes an equipment shelter, located on the ground at the base of the pole, within a wood-sided enclosure. County Building permit issuance is pending approval of this agreement.

Department of Transportation has no objection to the placement of the cell tower facility with the provision that AT&T fulfill all the regulatory requirements of El Dorado County (EDC) and TRPA and that a lease be structured in a form satisfactory to the County.

The material terms of the lease as negotiated are as follows:

- Lease term is initially five-years with the right to an automatic renewal for four (4) additional five (5) year terms. (The County will not have the right to unilaterally terminate the lease prior to the end of the 25-years except under a breach of contract by AT&T.)

- Monthly rent to be $1,500 with a 15% increase at the start of each 5-year extension term.

- One-time payment of $1,522.50 for conversion of 210 square feet of impervious coverage to revegetate surface.

- AT&T to provide County required insurance coverage.

- AT&T to indemnify the County against any injury, loss, damage, or liability that arises out of AT&T use of the property.

- Lease prohibits AT&T from storing hazardous substances on the premises, and in the event there is a violation and/or discharge of hazardous substances, AT&T will provide full defense and indemnity to the County. AT&T must also carry, for the term of the lease, pollution liability coverage.

Fiscal Impact:

County Road Fund will receive an immediate payment of $1,522.50, and will receive $1500 per month lease payments (with periodic escalations) for the duration of the lease. The property was acquired with Road Fund monies and therefore receipt generated from the property are properly deposited into the Road Fund.

Net County Cost:

None

Action to be Taken Following Approval:

1. Chairman to execute lease agreement

2. Department of Transportation will administer the lease with AT&T

Sincerely,

Elizabeth B. Diamond
Assistant Director of Transportation

Attachments:

ORIGINAL

Market: Reno / Tahoe
Cell Site Number: 959002009
Address: 7101 Wilson Avenue, Tahoma, CA

AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of the date below, is entered into by **El Dorado County**, having a mailing address of 2850 Fairlane Court, Placerville, CA 95667 (hereinafter referred to as "**Landlord**") and **AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a AT&T WIRELESS,** having a mailing address of 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 7101 Wilson Avenue, Tahoma, in the County of El Dorado, State of California (collectively "Property") and further identified as described in Exhibit A. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 520 square feet including ground mounted radio equipment within a wood sided enclosure and 120 ft. tower structure with antennas connected by coaxial cable to the aforementioned ground mounted radio equipment as described on attached **Exhibit B (collectively the "Premises").** Unrestricted access to be through a new gate in the existing fence directly from Wilson Avenue (the nearest public right-of-way) as indicated on Exhibit B.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"); such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit B** will not be deemed to limit Tenant's Permitted Use. If **Exhibit** B includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit B**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas on the one proposed pole or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.** (a) The initial Agreement term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for four (4) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the same terms and condition of this Agreement.

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

4. RENT. (a) Commencing on the date that the Chairman of the Board of Supervisors executes the Agreement contingent upon the Agreement being executed prior to October 1, 2003 (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Five Hundred and No/100 Dollars ($1,500.00) ("Rent"), at the address set forth above on or before the 5th day of each calendar month in advance. Rent will be prorated for any partial month.

However, notwithstanding the provisions of the immediately preceding paragraph, in the event the Chairman of the Board of Supervisors executes the Agreement on or after October 1, 2003, then Tenant is at risk of construction being delayed until May 1, 2004, according to Tahoe Regional Planning Agency (**"TRPA"**) rules and regulations regarding excavation. If execution of the Agreement should occur later than October 1, 2003, but prior to October 15, 2003, then Tenant, at Tenant's option, may commence construction concurrent with the payment of rent on the date of its choosing between October 1, 2003, and May 1, 2004.

(b) Beginning with year one (1) of each Extension Term, the monthly Rent will increase by Fifteen percent (15%) over the previous year's Rent.

(c) As consideration for Landlord consent for Tenant to remove a 210 square foot area of existing paved surface along the southeasterly edge of the "existing asphalt parking" area, which is to be removed and re-vegetated in accordance with TRPA guidelines as shown on attached **Exhibit B**, Tenant shall compensate Landlord a one time payment in the amount of One Thousand Five Hundred Twenty-Two and 50/100 Dollars ($1,522.50) within thirty (30) days of Commencement Date. Landlord and Tenant acknowledge and agree that in no event is coverage for the Property being transferred from Landlord to Tenant under this Agreement. All coverage rights will remain with the Landlord upon termination or expiration of this Agreement.

5. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals..

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

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

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

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

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

(c) by Tenant on sixty (60) days written notice for any reason so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of paragraphs 6(a), 6(b), 8, 18, 19, or 20 of this Agreement.

7. INSURANCE. Tenant will carry during the Term, at its own cost and expense, insurance as set forth in **Exhibit C**, Tenant's Insurance Requirements.

8. INTERFERENCE. (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency users on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will confer with Tenant to determine proper antenna separation so as to avoid and/or eliminate any interference with their respective operations.

(c) Tenant acknowledges that the installation and maintenance of the Communication Facility will not interfere with existing radio, television, telephone and like residential appliances within the Property. In the event Tenant's installations interfere with such equipment, Tenant will cease such interference, after notice thereof, within a reasonable period of time, except for brief tests necessary for the elimination of the interference and until it is able to resolve the problem. If the interference cannot be resolved, Tenant will be entitled to terminate this Agreement.

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

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

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by Agreement or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, Agreement or other agreement binding on the Landlord; and

(c) Tenant warrants that Tenant is included within the exception under Government Code Section 25526.6.

<u>11. ENVIRONMENTAL INDEMNITY AND PROHIBITED USES</u>

(a) <u>MUTUAL INDEMNITY:</u>

(1) Except as set forth hereinbelow, Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(2) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

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

(b) **<u>Hazardous Substances</u>**: Tenant shall use and occupy the Premises only for the agreed use, or any other legal use which is reasonable comparable thereto, and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to neighboring properties. Use of the Premises by Tenant and any uses Tenant makes of the Premises shall not adversely impact the drainage on Landlord's remaining Property that is adjacent to the Premises that is the subject of this Agreement. Tenant shall not cause Landlord's remaining real property to be used for drainage purposes or other encroachments without the prior approval of the Landlord. Tenant shall not store or use on the Property any <u>fuel storage</u> containers, back-up generators except contained battery generators, oil or gas products, nor any hazardous substance as that term is defined hereinbelow ("Hazardous Substance"). Tenant, and Tenant's contractors, agents, and representatives will comply with all applicable laws concerning the handling or discharge of Hazardous Substance during construction, and subsequent operation on the Premises.

(1) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Property, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products of fractions thereof. Tenant shall not engage in any activity in or on the Property which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and timely compliance (at Tenant's expense) with all applicable requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with

respect to which a report, notice, registration or business plan is required to be filed with any governmental authority, and/or (iii) the presence at the Property of a Hazardous Substance with respect to which any applicable requirements requires that a notice be given to persons entering or occupying the Property or neighboring properties. Notwithstanding the foregoing, Tenant may use fully contained battery operated generators required to be used in the normal course of the agreed use, so long as such use is in compliance with all applicable requirements, is not a reportable use, and does not expose the Property or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may condition consent to any reportable use upon receiving such additional assurances as Landlord reasonable deems necessary to protect itself, the public, the Property and/or the environmental against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Agreement expiration or termination) of protective modifications (such as concrete encasements) and/or posting a Security Deposit.

(2) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Property, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(3) **Tenant Remediation.** Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Property (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonable recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Property or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Property during the term of this Agreement, by or for Tenant, or any third party.

(4) **Additional Tenant Indemnification.** Notwithstanding any provision in this Agreement to the contrary, Tenant shall fully indemnify, defend and hold Landlord, its agents, employees, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Property by or for Tenant in violation of this Agreement. Tenant's obligations shall include, but not be limited to, the effects of any contamination of injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Agreement with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

12. <u>ACCESS.</u> At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) days per week, pedestrian and vehicular access through a gate and fence to be installed by Tenant following construction of the Communication Facility as indicated on **Exhibit B** for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord hereby grants to Tenant an easement for such access. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant additional access or easement to the public utility as addressed in Paragraph 14(b), Maintenance, for the benefit of Tenant, at no cost to Tenant.

13. <u>REMOVAL/RESTORATION.</u> All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements and restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss due to casualty beyond Tenant's control excepted. Tenant will be responsible for the replacement of any trees, shrubs, or other vegetation damaged during said removal. Tenant will be required to remove from the Premises or the Property any foundations or underground utilities if requested to do so by Landlord.

14. <u>MAINTENANCE/UTILITIES.</u> (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. If a Utility Easement is required by any public utility to provide service to the Premises as described in **Exhibit B**, then upon Tenant's request Landlord will grant a separate recordable Utility Easement to the public utility. Furthermore, if during construction of the Communication Facility a minor change in the location of the Utility Easement is required, i.e., several feet from that depicted in **Exhibit B**, to avoid obstructions (large rocks/granite), then Landlord agrees to grant a revised utility easement to the public utility to facilitate construction activities (trenching or coring). It is understood the Utility Easement is granted for the benefit of Tenant, at no cost to Tenant, and provided that no such easement will interfere with Landlord's use of its Property. Landlord's approval of the Utility Easement evidencing this right will not be unreasonably withheld, conditioned or delayed. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT. If Assignee is included within the exception under Government Code Section 25526.6 and Tenant provides Landlord with proper documentation of such exception, then Tenant may assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communication Commission in which the property is located by reason of a merger, acquisition. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under the Agreement. Tenant may not otherwise assign the Agreement without Landlord's consent.

17. NOTICES. 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. Notice will be addressed to the parties as follows. As to Tenant, AT&T Wireless, Attn.: Property Specialist - Western Region, Property Management, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Re: Site #959002009; with a copy to AT&T Wireless,.8645 – 154th Avenue NE, Redmond, WA 98052, Attn.: Legal Department Re: Cell Site #959002009 and as to Landlord, El Dorado County Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will 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.

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

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction.

Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

21. MISCELLANEOUS.

(a) **Amendment/Waiver**. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

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

(c) **Entire Agreement**. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

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

(e) **Interpretation**. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(f) **Estoppel**. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested parties failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(g) **No Electronic Signature/No Option**.

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(h) **Contract Administrator**. The Contract Administrator for this Agreement is Diana Buckley, Fiscal Administrative Manager.

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

"LANDLORD"
EL DORADO COUNTY

By: Helen Baumann

Print Name: Helen Baumann

Its: Chairman, Board of Supervisors

Date: 9-16-03

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors

By Margaret E. Moody DEPUTY 9/16/03

Attested By Clerk of the Board
Dixie Foote

"TENANT"
AT&T WIRELESS SERVICES OF CALIFORNIA, LLC,
a Delaware limited liability company, dba AT&T Wireless

By: AT&T Wireless Services, Inc., a Delaware corporation, its Member

By: C Bloom

Print Name: Craig Bloom

Its: System Dev. Mgr.

Date: 9/10/03

STATE OF CALIFORNIA)
) ss:
COUNTY OF El Dorado)

On September 25, 2003, before me, Debra Ercolini, Notary Public, personally appeared Helen K. Baumann personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DEBRA ERCOLINI
Commission # 1339192
Notary Public - California
El Dorado County
My Comm. Expires Jan 12, 2006

Debra Ercolini
NOTARY PUBLIC
My commission expires: Jan. 12, 2006

STATE OF CALIFORNIA)
) ss:
COUNTY OF SACRAMENTO)

On 9-10-03, 2003, before me, DEBBY LIPPOLIS, NOTARY PUBLIC, personally appeared CRAIG BLOOM, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

D Lippolis
NOTARY PUBLIC
My commission expires: 4-20-05

DEBBY LIPPOLIS
Commission # 1301601
Notary Public - California
Sacramento County
My Comm. Expires Apr 20, 2005

Notary Public - California
Sacramento County

EXHIBIT A

DESCRIPTION OF PROPERTY

Page 1 of 1 to the Agreement dated ______________ ___, 200__, by and between **El Dorado County**, as Landlord, and **AT&T Wireless of California, LLC, a Delaware limited liability company**, d/b/a AT&T WIRELESS, as Tenant.

The Property is described as follows:

PARCEL 1:
Parcel 1 as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County on February 28, 1974, in Book 5 of Parcel Maps, at Page 59.

PARCEL 2:
Parcel B, as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County on February 28, 1980, in Book 26 of Parcel Maps, at Page 57.

Assessor's Parcel No: 015-331-29

EXHIBIT B

DESCRIPTION/DEPICTION OF PREMISES

Page 1 of 3 to the Agreement dated ____________ ___, 200__, by and between **El Dorado County**, as Landlord, and **AT&T Wireless of California, LLC, a Delaware limited liability company**, d/b/a AT&T WIRELESS, as Tenant.

Description:
An area approximately 520 square feet including ground munted radio equipment within a wood sided enclosure and 120 ft. tower structure with antennas connected by coaxial cable to the aforementioned ground mounted radio equipment.

Depiction follows on Exhibits B-1 and B-2.

EXHIBIT B-2

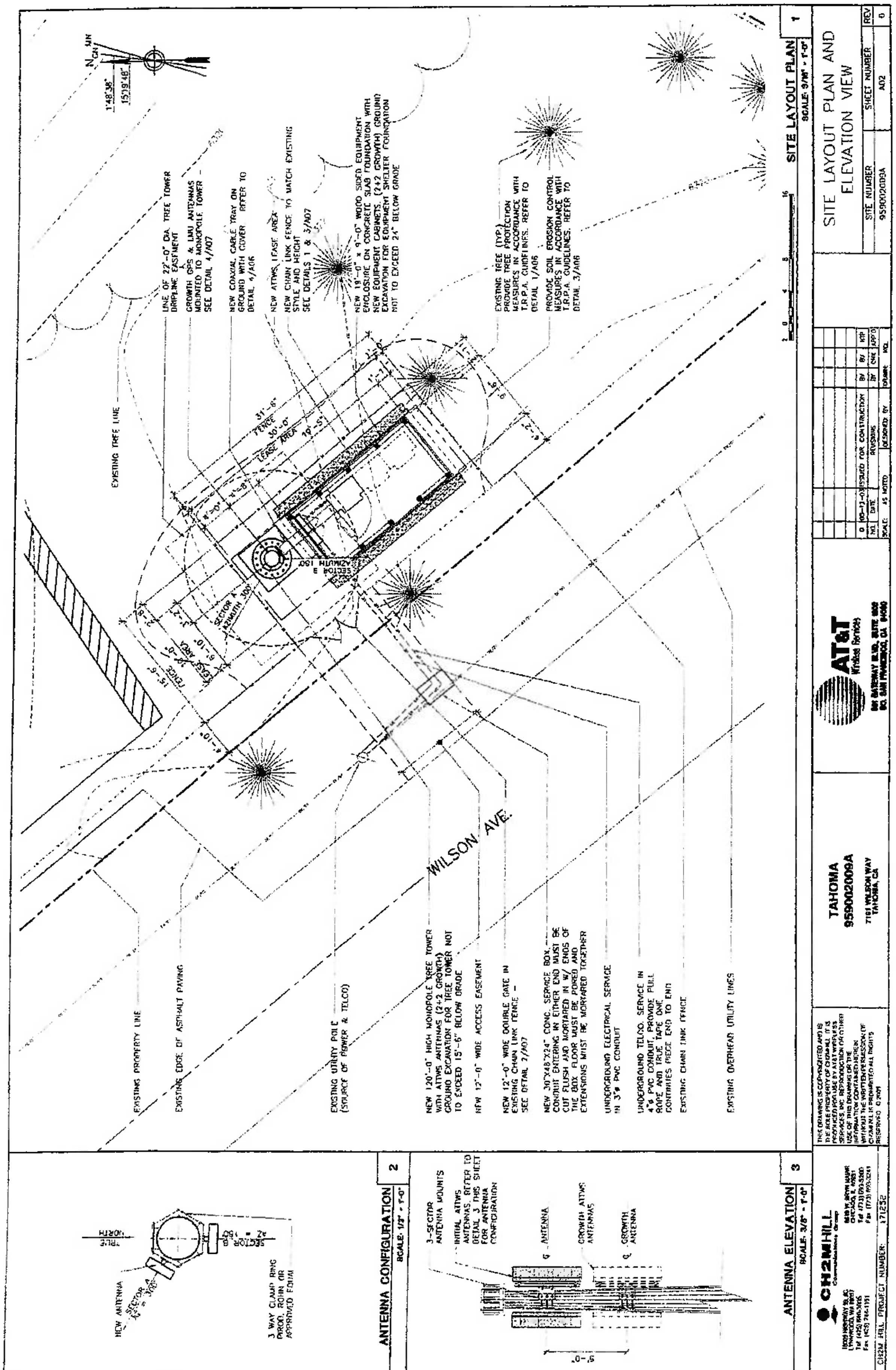

SITE LAYOUT PLAN
SITE LAYOUT PLAN AND ELEVATION VIEW
WILSON AVE.
ANTENNA CONFIGURATION
ANTENNA ELEVATION
TAHOMA
959002009A
AT&T
CH2MHILL

EXHIBIT C

TENANT'S INSURANCE REQUIREMENTS

Tenant shall provide proof of a policy of insurance satisfactory to Landlord and documentation evidencing that Tenant maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Tenant as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used on Landlord's property.

D. Pollution Legal Liability Insurance of not less than $1,000,000 per occurrence including coverage for bodily injury, property damage and cleanup costs. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants.

E. All Risk Property Insurance equal to replacement cost of Tenant's property.

F. Tenant shall furnish a certificate of insurance satisfactory to Landlord's Risk Manager as evidence that the insurance required above is being maintained.

G. The insurance will be issued by an insurance company acceptable to Landlord's Risk Manager, or be provided through partial or total self-insurance likewise acceptable to Landlord's Risk Manager.

H. Landlord may require reasonable increases in the insurance limits specified in A. through E. above by notification to Tenant at least 60 days prior to expiration of the then-current Term.

I. Tenant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Tenant agrees to provide, no later than 7 days following said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year. New certificates of insurance are subject to the approval of Landlord's Risk Manager and Tenant agrees that no work or services shall be performed prior to the giving of such approval. In the event Tenant fails to keep in effect at all times insurance coverage as herein provided, Landlord may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

J. The certificate of insurance must include the following provisions stating that:

a. The insurer will not cancel Tenant's coverage without 30 day prior written notice to Landlord; and

b. The Landlord, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as this lease is concerned. This provision shall apply to all liability policies except workers' compensation .

K. Tenant's insurance coverage shall be primary insurance as respects Landlord, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees or volunteers shall be excess of Tenant's insurance and shall not contribute with it.

L. Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Landlord, its officers, officials, employees, and volunteers; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

M. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Landlord, its officers, officials, employees or volunteers.

N. The insurance companies shall have no recourse against Landlord, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

O. Tenant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

P. The certificate of insurance shall meet such additional standards as may be determined by Landlord either independently or in consultation with Landlord's Risk Manager, as essential for protection of Landlord.

Cell Site No. 959002009
Market: Reno/Tahoe
Address: 7101 Wilson Avenue
Tahoma, California

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") dated as of the dates below, is by and between El Dorado County, with a mailing address of 2850 Fairlane Court, Placerville, CA 95667 (hereinafter referred to as "Landlord") and AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, having a mailing address of 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into an Agreement dated September ___, 2003, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 7101 Wilson Avenue, Tahoma, County of El Dorado, state of California ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to provide that Tenant will pay any taxes levied and/or assessed against Tenant's personal property at the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Taxes.** Section 21(i) shall be added to the Agreement as shall read as follows:

   (i) **Taxes.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges, specifically including, but not limited to, possessory interest taxes that are levied or are levied and assessed against Tenant's personal property installed or located in or on the Premises or on Tenant's interest in the Premises or Property and that become payable during the Term of this Agreement.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

3. **Capitalized Terms.** All capitalized terms used herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LANDLORD:
EL DORADO COUNTY

By: Helen Baumann
Print Name: Helen Baumann
Its: Chairman, Board of Supervisors
Date: ____________

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors

By Margaret E. Moody
DEPUTY
9-16-03

TENANT:
AT&T WIRELESS SERVICES OF CALIFORNIA, LLC, a Delaware limited liability company, d/b/a AT&T Wireless

By: AT&T Wireless Services, Inc., a Delaware corporation, its member

By: Craig Bloom
Print Name: Craig Bloom
Title: System Development Manager
Date: September 23, 2003

Copies to:
9/29/03
Agmt & Amendmt.
CC: file
Auditor
D. McGill IDOT
AT&T

RECEIVED
Sep 24 8 44 AM '03
BOARD OF SUPERVISORS
EL DORADO COUNTY

Contract #: ____________

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:
Department: DOT
Dept. Contact: Randy Pesses
Phone #: ____________
Department Head
Signature: ____________

CONTRACTOR:
Name: AT&T Wireless Services of CA, LLC
Address: ____________
____
Phone: ____________

CONTRACTING DEPARTMENT: DOT
Compliance with Human Resources requirements? Yes: ___ No: ___
Compliance verified by: ____________

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓ Disapproved: ______ Date: 9/10/03 By: [signature]
Approved: ______ Disapproved: ______ Date: ______ By: ______

Index ~~30611~~ 30650 user Code ~~24100~~ 25000A

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: V Disapproved: ______ Date: 9/12/3 By: Sandy Green
Approved: ______ Disapproved: ______ Date: ______ By: ______

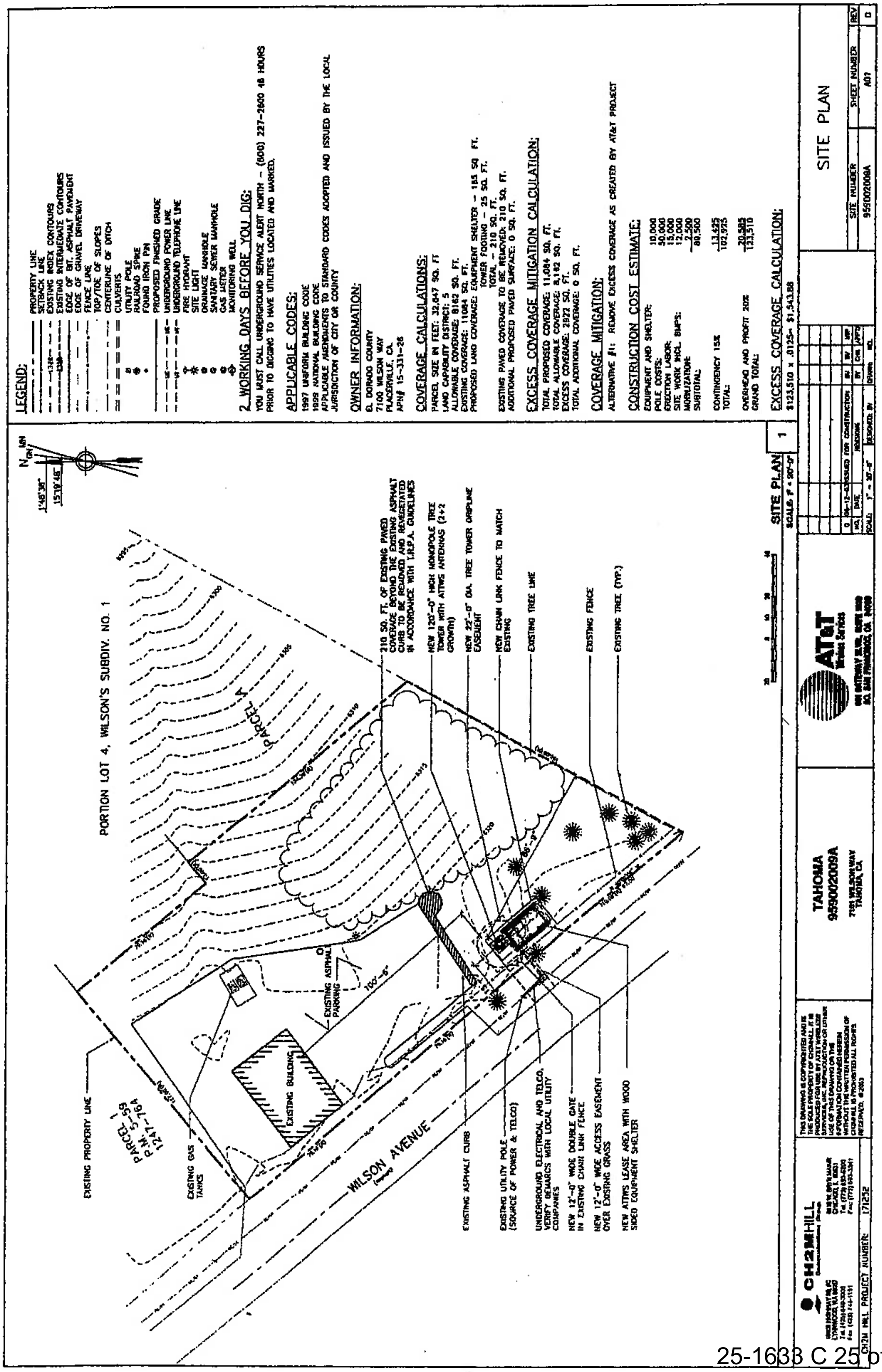
SEP 11 2003

Pending approval by Risk Mgmt. Certificate of insurance needs add'l insured on auto liab and evidence of all Risk Property insurance. SG

OK SG

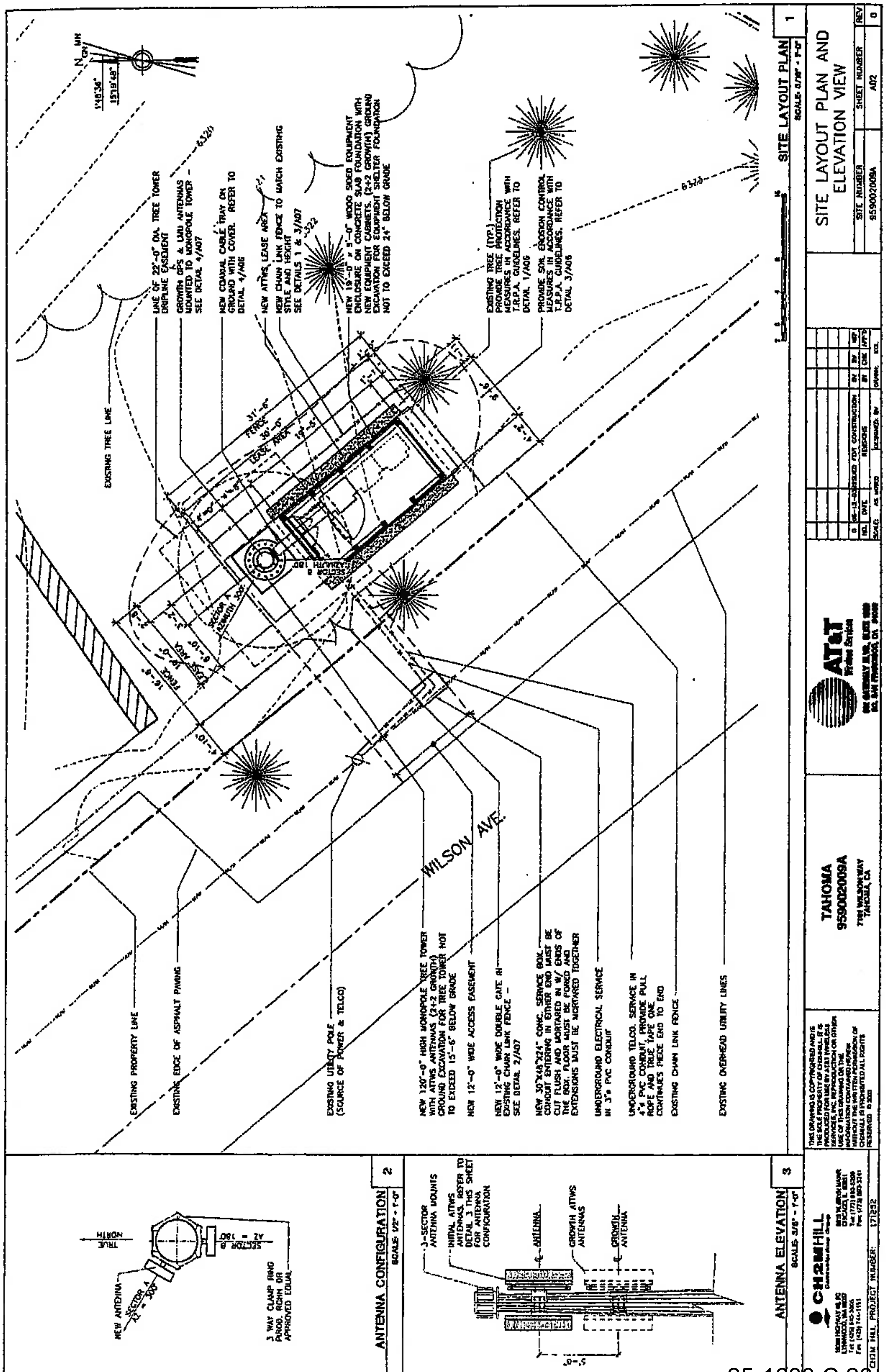
OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): ____________
Approved: ______ Disapproved: ______ Date: ______ By: ______
Approved: ______ Disapproved: ______ Date: ______ By: ______

EXHIBIT B-1



PORTION LOT 4, WILSON'S SUBDIV. NO. 1
PARCEL A
PARCEL 1
P.M. 5-59
1247-764
WILSON AVENUE
EXISTING BUILDING
EXISTING ASPHALT PARKING
100'-6"
EXISTING PROPERTY LINE
EXISTING GAS TANKS
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
UNDERGROUND ELECTRICAL AND TELCO. VERIFY DEMARCS WITH LOCAL UTILITY COMPANIES
NEW 12'-0" WIDE DOUBLE GATE IN EXISTING CHAIN LINK FENCE
NEW 12'-0" WIDE ACCESS EASEMENT OVER EXISTING GRASS
NEW ATTWS LEASE AREA WITH WOOD SIDED EQUIPMENT SHELTER
210 SQ. FT. OF EXISTING PAVED COVERAGE BEYOND THE EXISTING ASPHALT CURB TO BE REMOVED AND REVEGETATED IN ACCORDANCE WITH T.R.P.A. GUIDELINES
NEW 120'-0" HIGH MONOPOLE TREE TOWER WITH ATTWS ANTENNAS (2+2 GROWTH)
NEW 22'-0" DIA. TREE TOWER DRIPLINE EASEMENT
NEW CHAIN LINK FENCE TO MATCH EXISTING
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
1°48'36"
15°19'48"
SITE PLAN 1
SCALE: 1" = 30'-0"
LEGEND:
PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL
2 WORKING DAYS BEFORE YOU DIG:
YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH - (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.
APPLICABLE CODES:
1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA
APN# 15-331-26
COVERAGE CALCULATIONS:
PARCEL SIZE IN FEET: 32,647 SQ. FT.
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER - 185 SQ. FT.
TOWER FOOTING - 25 SQ. FT.
TOTAL - 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.
EXCESS COVERAGE MITIGATION CALCULATION:
TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.
COVERAGE MITIGATION:
ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT
CONSTRUCTION COST ESTIMATE:
EQUIPMENT AND SHELTER: 10,000
POLE COSTS: 50,000
ERECTION LABOR: 15,000
SITE WORK INCL. BMPS: 12,000
MOBILIZATION: 2,500
SUBTOTAL: 89,500
CONTINGENCY 15%: 13,425
TOTAL: 102,925
OVERHEAD AND PROFIT 20%: 20,585
GRAND TOTAL: 123,510
EXCESS COVERAGE CALCULATION:
$123,510 x .0125= $1,543.88
CH2MHILL
AT&T Wireless Services
TAHOMA
95900209A
SITE PLAN
SITE NUMBER 95900209A
SHEET NUMBER A07
REV 0
ISSUED FOR CONSTRUCTION
CH2M HILL PROJECT NUMBER: 171232

EXHIBIT B-2


SITE LAYOUT PLAN
WILSON AVE.
ANTENNA CONFIGURATION
ANTENNA ELEVATION
SITE LAYOUT PLAN AND ELEVATION VIEW
TAHOMA
959002009A
AT&T
CH2MHILL

FILE # S02-30

El Dorado County Planning Department

Special Use Permit Application

02 JUL -3 PM 3:24

RECEIVED
PLANNING DEPARTMENT

ASSESSOR'S PARCEL NO.(s) 15-331-29

PROJECT NAME/REQUEST: (Describe proposed use) AT&T Wireless Communication Site

IF SUBDIVISION/PARCEL MAP: Create — lots, ranging in size from — to — acre(s) / SF

IF ZONE CHANGE: From — to — IF GENERAL PLAN AMENDMENT: From — to —

IF TIME EXTENSION, REVISION, CORRECTION: Original approval date — Expiration date —

APPLICANT/AGENT Brad Kortick for AT&T Wireless

Mailing Address P.O. Box 1269 (P.O. Box or street) Folsom (city) CA 95763-1269 (state & zip)

Phone (916) 798-0079 FAX (916) 983-3678

PROPERTY OWNER El Dorado County Department of Transportation

Mailing Address 2850 Fair Lane (P.O. Box or street) Placerville (city) CA. 95667 (state & zip)

Phone (530) 621-5953 FAX ( )

LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE

ENGINEER/ARCHITECT CH2M Hill

Mailing Address 8619 W. Bryn Mawr (P.O. Box or street) Chicago (city) IL. 60631 (state & zip)

Phone (773) 693-5200 FAX (773) 693-3241

LOCATION: The property is located on the EAST (N/E/W/S) side of Wilson Ave. (street or road)

200 feet/miles west (N/E/W/S) of the intersection with Highway 89 (major street or road)

in the Tahoma/Lake Tahoe area. PROPERTY SIZE 0.75 ac, or 32,647 ± (acreage / square footage)

X Lisa Burke for Brad Kortick (signature of property owner or authorized agent) Date 6/10/2002

FOR OFFICE USE ONLY

Date 7/3/02 Fee $ 3090.00 Receipt # 19099 Rec'd by SLN Census

Zoning C GPD C Supervisor Dist 5 Sec 17 Twn 14N Rng 17E

ACTION BY X PLANNING COMMISSION / ZONING ADMINISTRATOR

Hearing Date January 9, 2003

Approved X Denied

findings and/or conditions attached

Roger P. Trout (cjw)

Executive Secretary

ACTION BY BOARD OF SUPERVISORS

Hearing Date N/A

Approved — Denied —

findings and/or conditions attached

APPEAL:
Approved — Denied —

25-1633 C 27 of 43

(Application) Revised 04/00

S 02 30

2. All site improvements shall conform to the approved site plans (Exhibit D).

3. Pursuant to County Code (Section 17.22.250) implementation of the project (i.e., obtaining building permit) must occur within twenty-four months (24) of approval of this special use permit, otherwise the permit becomes null and void. It is the responsibility of the applicant to monitor the time limit and make diligent progress toward implementation of the project and compliance with the conditions of approval.

4. All improvements associated with the communication facility, including equipment shelters, towers, antenna, fencing, and landscaping shall be properly maintained at all times. Colors of towers and other improvements shall be maintained to ensure the appearance remains consistent with the approved conditions, site plans, and photo simulations.

Meeks Bay Fire Department

5. Plans shall be reviewed and approved by the Meeks Bay Fire Department prior to issuance of a building permit.

Tahoe Regional Planning Agency (TRPA)

6. The applicant will be required to obtain all necessary permits from TRPA.

7. All obsolete or unused communication facilities shall be removed within six (6) months after the use of that facility has ceased, or the facility has been abandoned. The applicant shall notify the Planning Department at the time of abandonment, and all disturbance related to the communication facility shall be restored to pre-project condition.

8. Due to the ever-changing technology of wireless communication systems, this special use permit shall be reviewed by the Planning Commission every five years. At each five-year review, the permit holder shall provide the Planning Commission with a status report on the then current use of the subject site and related equipment. The Planning Commission shall review the status report and, based on an assessment of the information provided, current wireless communication technology, and possible local or cumulative impacts, determine whether to: 1) Modify the conditions of approval in order to reduce identified adverse impacts; and 2) Initiate proceedings to revoke the special use permit, requiring the facility's removal, if it is no longer an integral part of the wireless communication system. By operation of this condition, it is the intent of the Planning Commission to reserve the right to modify existing or add new conditions, consistent with the language specified above. The failure of the Planning Commission to conduct or complete a five-year review in a timely fashion shall not invalidate this special use permit. The applicant shall pay a fee as determined by the Planning Director to cover the cost of processing a five-year review.

S02-30 – As approved by the Planning Commission on January 9, 2003

Findings

1. The proposed project will not have a significant effect on the environment, based on the analysis contained in the Initial Study, and a Negative Declaration has been filed. Further, the project will not affect wetlands, watercourses, riparian lands, unique plant or animal life and habitats, or other terrestrial matters under the jurisdiction of the State Department of Fish and Game. Therefore, the project has a de minimis impact on the environment and a Certificate of Fee Exemption (DFG 753.5-5/91) is applicable.

2. The proposed use is consistent with the policies in the El Dorado County General Plan, as amended through February 4, 1999, as discussed in the General Plan section of this staff report.

3. The use is found to comply with the requirements of Chapter 17.22, Special Use Permits, and Section 17.14.200, Wireless Communication Facilities, and the proposed use is not considered detrimental to the public health, safety, and welfare, or injurious to the neighborhood based on the conclusions contained in the staff report, the analysis of potential impacts in the Initial Study, and the project meets the FCC standards (as discussed in the staff report).

4. This project may be approved subject to the following findings established in Paragraph 5, Sub-Paragraph (4) (g.), which permits the County to approve projects that are within the jurisdiction of the Tahoe Regional Planning Agency, and Sub-paragraph 8 in the Final Writ issued by the Court on July 19, 1999, as follows:

    a. The approval or project will not significantly impair the County's ability to adopt and implement a new General Plan after complying with CEQA.

    b. The approval or project complies with all other requirements of law.

    c. The project is consistent with the text and maps of the General Plan as of February 5, 1999, and there is no evidence that the development of the site would affect issues identified in the General Plan lawsuit that could impact the County's ability to adopt a new General Plan.

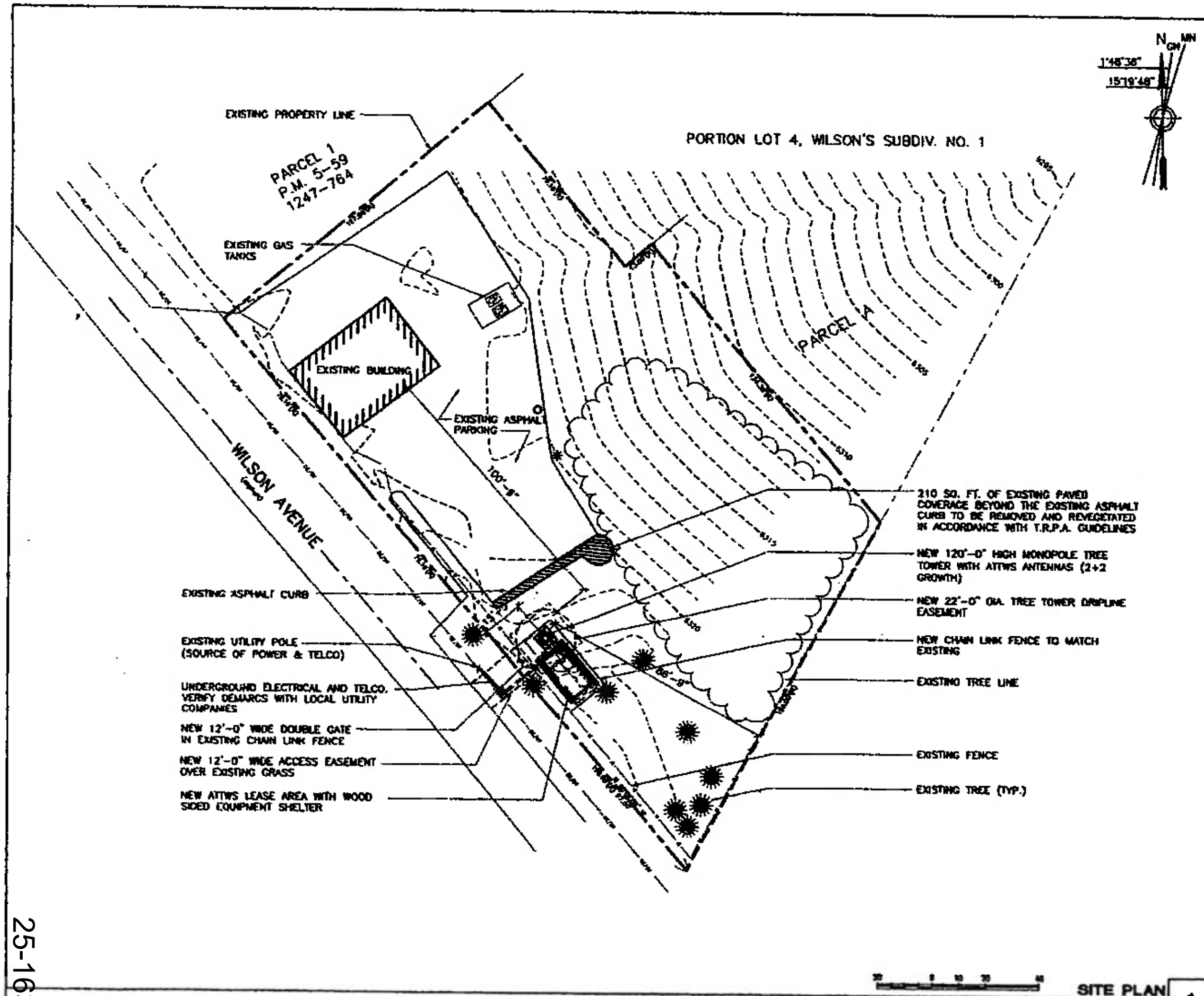
Conditions of Approval

Planning

1. The project, as approved, consists of the following:

    Construction of a new 125-foot-tall wireless facility tree pole (disguised as a pine tree) with six antennas (three proposed, three future). The antennas will be located within the artificial tree branches of the tree pole. The project includes an equipment shelter, which will be located on the ground at the base of the pole, and will be within a wood-sided enclosure.

EXHIBIT B-1



LEGEND:

PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL

2 WORKING DAYS BEFORE YOU DIG:

YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH – (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

APPLICABLE CODES:

1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY

OWNER INFORMATION:

EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA.
APN# 15-331-26

COVERAGE CALCULATIONS:

PARCEL SIZE IN FEET: 32,647 SQ. FT
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER – 185 SQ FT.
TOWER FOOTING – 25 SQ. FT.
TOTAL – 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.

EXCESS COVERAGE MITIGATION CALCULATION:

TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.

COVERAGE MITIGATION:

ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT

CONSTRUCTION COST ESTIMATE:

EQUIPMENT AND SHELTER:	10,000
POLE COSTS:	50,000
ERECTION LABOR:	15,000
SITE WORK INCL. BMPS:	12,000
MOBILIZATION:	2,500
SUBTOTAL:	89,500
CONTINGENCY 15%	13,425
TOTAL:	102,925
OVERHEAD AND PROFIT 20%	20,585
GRAND TOTAL:	123,510

EXCESS COVERAGE CALCULATION:

$123,510 x .0125= $1,543.88

CH2MHILL
Constructors Group
CH2M HILL PROJECT NUMBER: 171252

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CH2MHILL. IT IS PRODUCED FOR USE BY AT&T WIRELESS SERVICES, INC. REPRODUCTION OR OTHER USE OF THIS DRAWING OR THE INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF CH2MHILL IS PROHIBITED ALL RIGHTS RESERVED. © 2003

TAHOMA
959002009A

AT&T Wireless Services

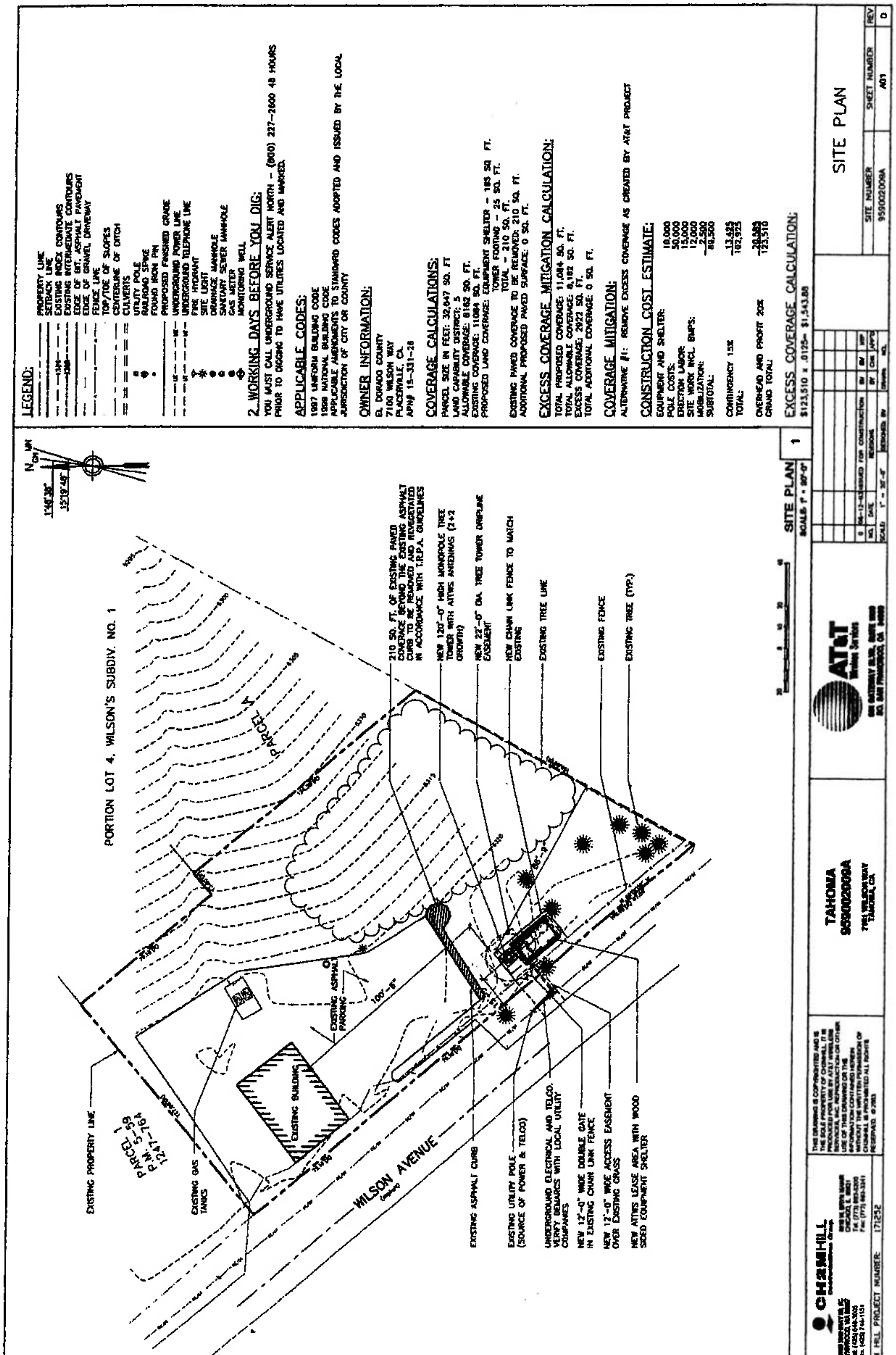
NO.	DATE	REVISIONS	BY	CHK	APP'D
0	06-12-03	ISSUED FOR CONSTRUCTION			

SCALE: 1" = 30'-0"

SITE PLAN

SITE NUMBER	SHEET NUMBER	REV
959002009A	A01	0

EXHIBIT B-1



PORTION LOT 4, WILSON'S SUBDIV. NO. 1
PARCEL A
WILSON AVENUE
PARCEL 1 P.M. 59 P.M. 5-764
EXISTING BUILDING
EXISTING ASPHALT PARKING
EXISTING PROPERTY LINE
EXISTING GAS TANKS
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
SITE PLAN 1
LEGEND:
2 WORKING DAYS BEFORE YOU DIG:
APPLICABLE CODES:
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA.
APN# 15-331-28
COVERAGE CALCULATIONS:
EXCESS COVERAGE MITIGATION CALCULATION:
COVERAGE MITIGATION:
CONSTRUCTION COST ESTIMATE:
EXCESS COVERAGE CALCULATION:
SITE PLAN
TAHOMA
AT&T
CH2MHILL

EXHIBIT B-1

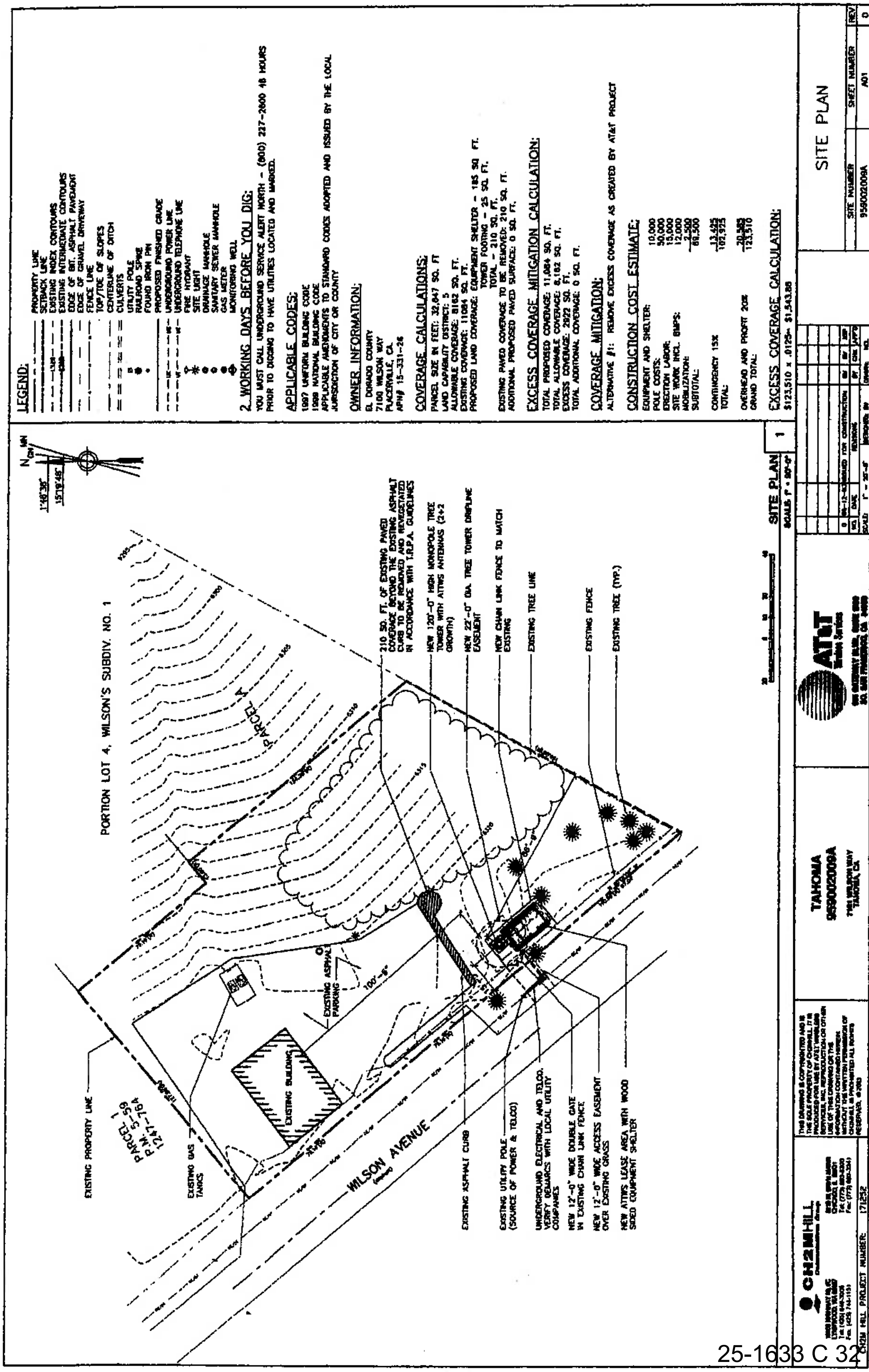
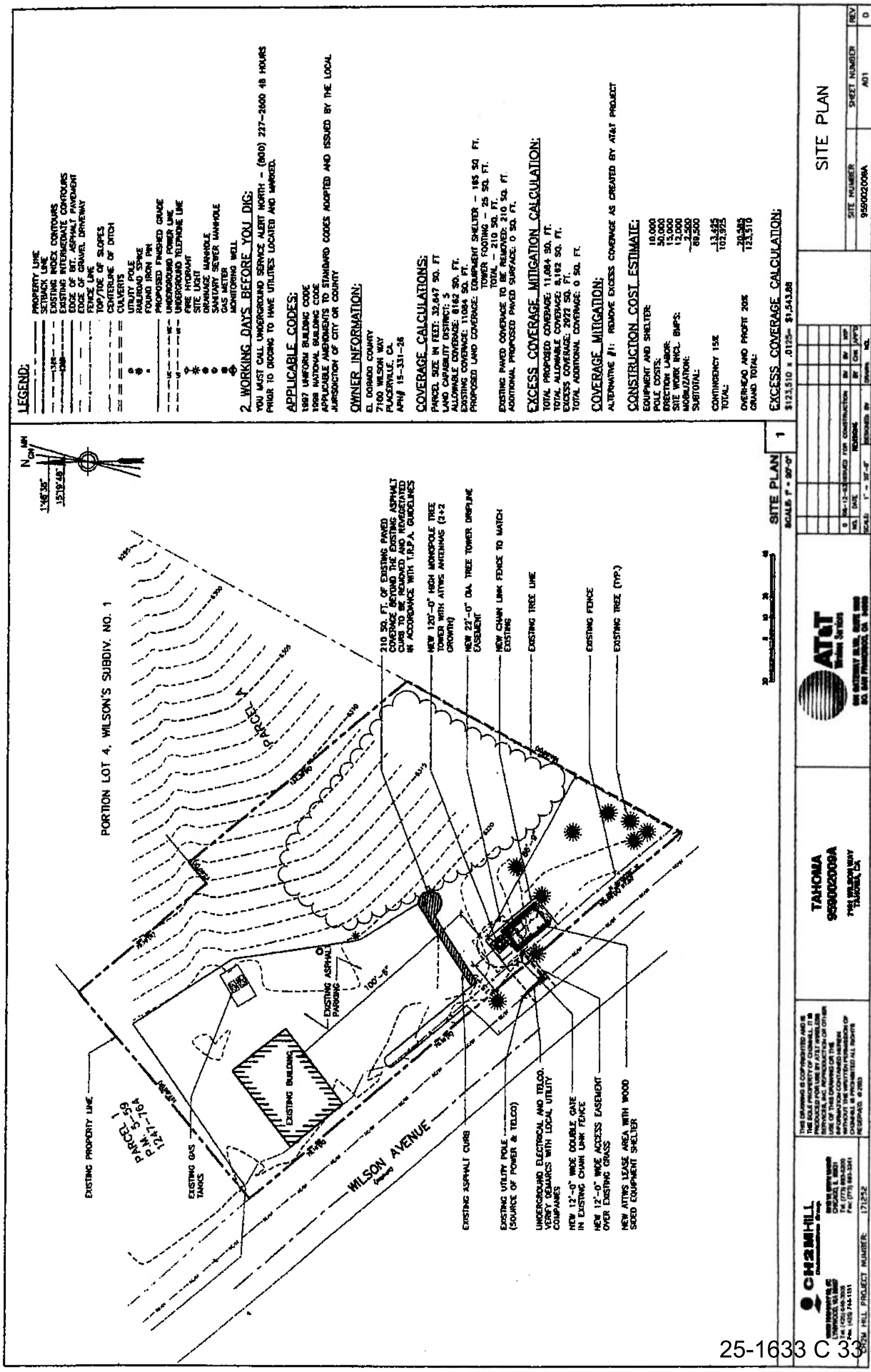
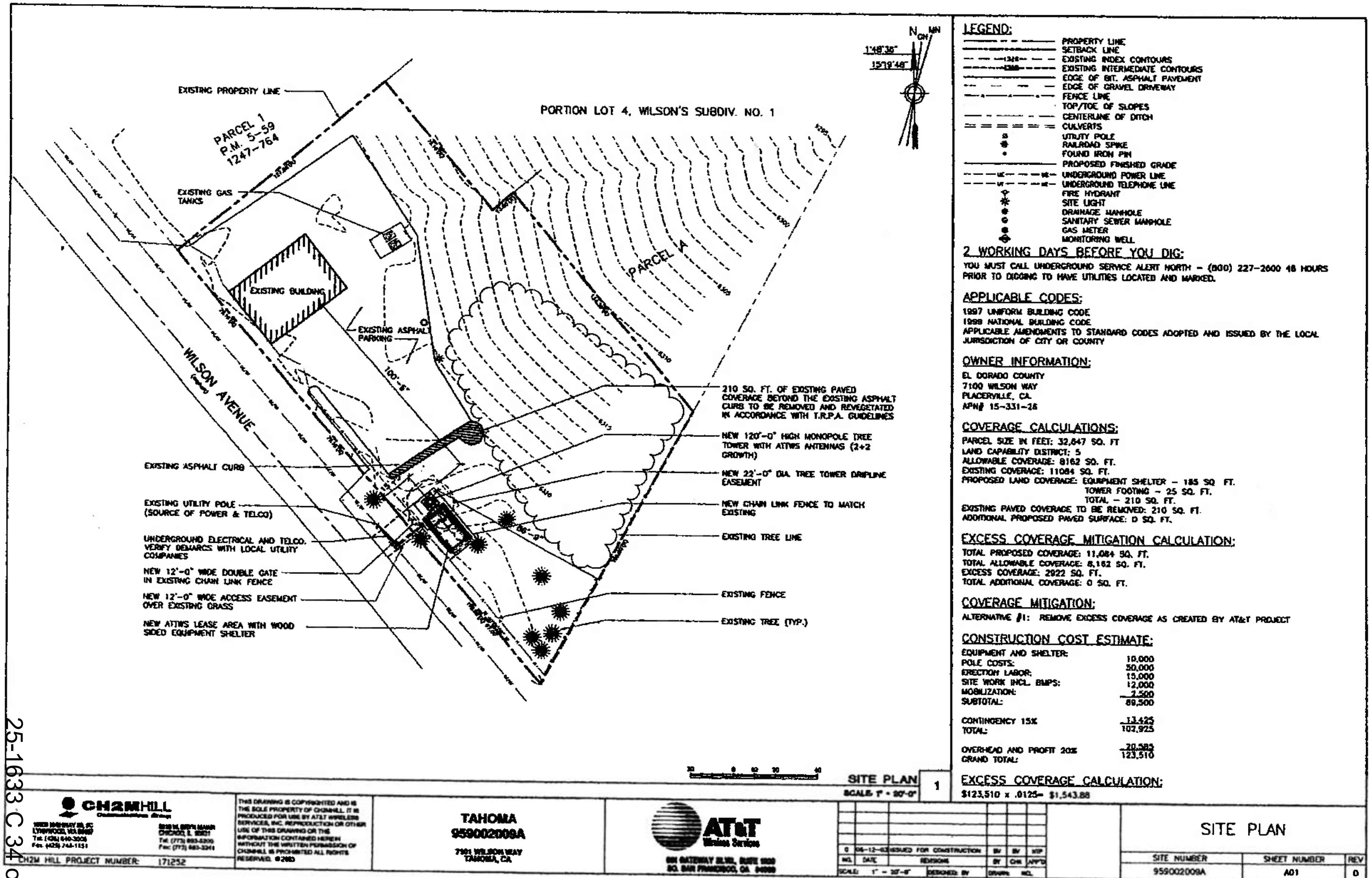

PORTION LOT 4, WILSON'S SUBDIV. NO. 1
EXISTING PROPERTY LINE
PARCEL 1
P.M. 5-59
1247-764
EXISTING GAS TANKS
EXISTING BUILDING
EXISTING ASPHALT PARKING
PARCEL A
WILSON AVENUE
100'-6"
210 SQ. FT. OF EXISTING PAVED COVERAGE BEYOND THE EXISTING ASPHALT CURB TO BE REMOVED AND REVEGETATED IN ACCORDANCE WITH T.R.P.A. GUIDELINES
NEW 120'-0" HIGH MONOPOLE TREE TOWER WITH ATTWS ANTENNAS (2+2 GROWTH)
NEW 22'-0" DIA. TREE TOWER DRIPLINE EASEMENT
NEW CHAIN LINK FENCE TO MATCH EXISTING
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
UNDERGROUND ELECTRICAL AND TELCO. VERIFY DEMARCS WITH LOCAL UTILITY COMPANIES
NEW 12'-0" WIDE DOUBLE GATE IN EXISTING CHAIN LINK FENCE
NEW 12'-0" WIDE ACCESS EASEMENT OVER EXISTING GRASS
NEW ATTWS LEASE AREA WITH WOOD SIDED EQUIPMENT SHELTER
1°48'38"
15°19'48"
N
SITE PLAN 1
SCALE: 1" = 30'-0"
LEGEND:
PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL
2 WORKING DAYS BEFORE YOU DIG:
YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH - (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.
APPLICABLE CODES:
1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA.
APN# 15-331-26
COVERAGE CALCULATIONS:
PARCEL SIZE IN FEET: 32,647 SQ. FT
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER - 185 SQ FT.
TOWER FOOTING - 25 SQ. FT.
TOTAL - 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.
EXCESS COVERAGE MITIGATION CALCULATION:
TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.
COVERAGE MITIGATION:
ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT
CONSTRUCTION COST ESTIMATE:
EQUIPMENT AND SHELTER: 10,000
POLE COSTS: 50,000
ERECTION LABOR: 15,000
SITE WORK INCL. BMPS: 12,000
MOBILIZATION: 2,500
SUBTOTAL: 89,500
CONTINGENCY 15% 13,425
TOTAL: 102,925
OVERHEAD AND PROFIT 20% 20,585
GRAND TOTAL: 123,510
EXCESS COVERAGE CALCULATION:
$123,510 x .0125= $1,543.88
CH2MHILL
CH2M HILL PROJECT NUMBER: 171252
TAHOMA
959002009A
7161 WILSON WAY
TAHOMA, CA
AT&T Wireless Services
ISSUED FOR CONSTRUCTION
SITE PLAN
SITE NUMBER 959002009A
SHEET NUMBER A01
REV 0

EXHIBIT B-1



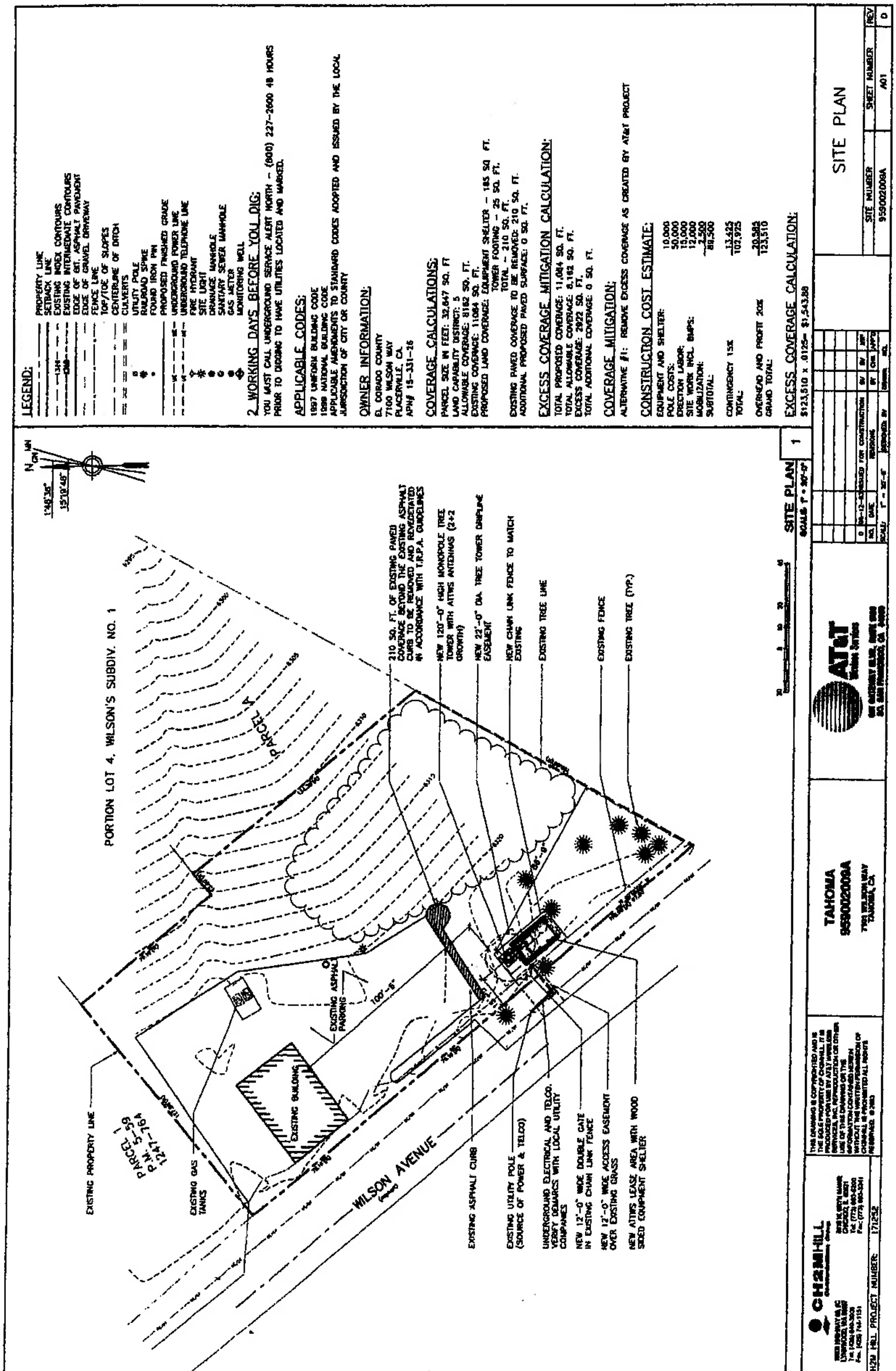
PORTION LOT 4, WILSON'S SUBDIV. NO. 1
PARCEL A
PARCEL 1 P.M. 5-59 1247-764
EXISTING PROPERTY LINE
EXISTING GAS TANKS
EXISTING BUILDING
EXISTING ASPHALT PARKING
WILSON AVENUE
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
UNDERGROUND ELECTRICAL AND TELCO. VERIFY DEMARCS WITH LOCAL UTILITY COMPANIES
NEW 12'-0" WIDE DOUBLE GATE IN EXISTING CHAIN LINK FENCE
NEW 12'-0" WIDE ACCESS EASEMENT OVER EXISTING GRASS
NEW ATTWS LEASE AREA WITH WOOD SIDED EQUIPMENT SHELTER
210 SQ. FT. OF EXISTING PAVED COVERAGE BEYOND THE EXISTING ASPHALT CURB TO BE REMOVED AND REVEGETATED IN ACCORDANCE WITH T.R.P.A. GUIDELINES
NEW 120'-0" HIGH MONOPOLE TREE TOWER WITH ATTWS ANTENNAS (2+2 GROWTH)
NEW 22'-0" DIA. TREE TOWER DRIPLINE EASEMENT
NEW CHAIN LINK FENCE TO MATCH EXISTING
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
100'-8"
1°46'35"
15°19'48"
SITE PLAN 1
SCALE: 1" = 20'-0"
LEGEND:
PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL
2 WORKING DAYS BEFORE YOU DIG:
YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH - (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.
APPLICABLE CODES:
1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA.
APN# 15-331-26
COVERAGE CALCULATIONS:
PARCEL SIZE IN FEET: 32,647 SQ. FT
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER - 185 SQ. FT.
TOWER FOOTING - 25 SQ. FT.
TOTAL - 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.
EXCESS COVERAGE MITIGATION CALCULATION:
TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.
COVERAGE MITIGATION:
ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT
CONSTRUCTION COST ESTIMATE:
EQUIPMENT AND SHELTER:
POLE COSTS: 10,000
ERECTION LABOR: 50,000
SITE WORK INCL. BMPS: 15,000
MOBILIZATION: 12,000
SUBTOTAL: 2,500
89,500
CONTINGENCY 15% 13,425
TOTAL: 102,925
OVERHEAD AND PROFIT 20% 20,585
GRAND TOTAL: 123,510
EXCESS COVERAGE CALCULATION:
$123,510 x .0125= $1,543.88
CH2MHILL
CH2M HILL PROJECT NUMBER: 171252
TAHOMA
959002009A
AT&T Wireless Services
SITE PLAN
SITE NUMBER 959002009A
SHEET NUMBER A01
REV 0

EXHIBIT B-1



PORTION LOT 4, WILSON'S SUBDIV. NO. 1
PARCEL 1
P.M. 5-59
1247-764
PARCEL A
WILSON AVENUE
EXISTING PROPERTY LINE
EXISTING GAS TANKS
EXISTING BUILDING
EXISTING ASPHALT PARKING
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
UNDERGROUND ELECTRICAL AND TELCO. VERIFY DEMARCS WITH LOCAL UTILITY COMPANIES
NEW 12'-0" WIDE DOUBLE GATE IN EXISTING CHAIN LINK FENCE
NEW 12'-0" WIDE ACCESS EASEMENT OVER EXISTING GRASS
NEW ATTWS LEASE AREA WITH WOOD SIDED EQUIPMENT SHELTER
210 SQ. FT. OF EXISTING PAVED COVERAGE BEYOND THE EXISTING ASPHALT CURB TO BE REMOVED AND REVEGETATED IN ACCORDANCE WITH T.R.P.A. GUIDELINES
NEW 120'-0" HIGH MONOPOLE TREE TOWER WITH ATTWS ANTENNAS (2+2 GROWTH)
NEW 22'-0" DIA. TREE TOWER DRIPLINE EASEMENT
NEW CHAIN LINK FENCE TO MATCH EXISTING
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
100'-5"
1°48'36"
15°19'48"
N
MN
LEGEND:
PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL
2 WORKING DAYS BEFORE YOU DIG:
YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH - (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.
APPLICABLE CODES:
1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA
APN# 15-331-28
COVERAGE CALCULATIONS:
PARCEL SIZE IN FEET: 32,847 SQ. FT
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER - 185 SQ FT.
TOWER FOOTING - 25 SQ. FT.
TOTAL - 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.
EXCESS COVERAGE MITIGATION CALCULATION:
TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.
COVERAGE MITIGATION:
ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT
CONSTRUCTION COST ESTIMATE:
EQUIPMENT AND SHELTER: 10,000
POLE COSTS: 50,000
ERECTION LABOR: 15,000
SITE WORK INCL. BMPS: 12,000
MOBILIZATION: 2,500
SUBTOTAL: 89,500
CONTINGENCY 15% 13,425
TOTAL: 102,925
OVERHEAD AND PROFIT 20% 20,585
GRAND TOTAL: 123,510
EXCESS COVERAGE CALCULATION:
$123,510 x .0125= $1,543.88
SITE PLAN 1
SCALE: 1" = 20'-0"
CH2MHILL
CH2M HILL PROJECT NUMBER: 171252
TAHOMA
959002009A
7101 WILSON WAY
TAHOMA, CA
AT&T Wireless Services
0 06-12-03 ISSUED FOR CONSTRUCTION
SCALE: 1" = 20'-0"
SITE PLAN
SITE NUMBER 959002009A
SHEET NUMBER A01
REV 0

EXHIBIT B-1



LEGEND:
PROPERTY LINE
SETBACK LINE
EXISTING INDEX CONTOURS
EXISTING INTERMEDIATE CONTOURS
EDGE OF BIT. ASPHALT PAVEMENT
EDGE OF GRAVEL DRIVEWAY
FENCE LINE
TOP/TOE OF SLOPES
CENTERLINE OF DITCH
CULVERTS
UTILITY POLE
RAILROAD SPIKE
FOUND IRON PIN
PROPOSED FINISHED GRADE
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
FIRE HYDRANT
SITE LIGHT
DRAINAGE MANHOLE
SANITARY SEWER MANHOLE
GAS METER
MONITORING WELL
2 WORKING DAYS BEFORE YOU DIG:
YOU MUST CALL UNDERGROUND SERVICE ALERT NORTH - (800) 227-2600 48 HOURS PRIOR TO DIGGING TO HAVE UTILITIES LOCATED AND MARKED.
APPLICABLE CODES:
1997 UNIFORM BUILDING CODE
1999 NATIONAL BUILDING CODE
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND ISSUED BY THE LOCAL JURISDICTION OF CITY OR COUNTY
OWNER INFORMATION:
EL DORADO COUNTY
7100 WILSON WAY
PLACERVILLE, CA
APN# 15-331-26
COVERAGE CALCULATIONS:
PARCEL SIZE IN FEET: 32,647 SQ. FT.
LAND CAPABILITY DISTRICT: 5
ALLOWABLE COVERAGE: 8162 SQ. FT.
EXISTING COVERAGE: 11084 SQ. FT.
PROPOSED LAND COVERAGE: EQUIPMENT SHELTER - 185 SQ. FT.
TOWER FOOTING - 25 SQ. FT.
TOTAL - 210 SQ. FT.
EXISTING PAVED COVERAGE TO BE REMOVED: 210 SQ. FT.
ADDITIONAL PROPOSED PAVED SURFACE: 0 SQ. FT.
EXCESS COVERAGE MITIGATION CALCULATION:
TOTAL PROPOSED COVERAGE: 11,084 SQ. FT.
TOTAL ALLOWABLE COVERAGE: 8,162 SQ. FT.
EXCESS COVERAGE: 2922 SQ. FT.
TOTAL ADDITIONAL COVERAGE: 0 SQ. FT.
COVERAGE MITIGATION:
ALTERNATIVE #1: REMOVE EXCESS COVERAGE AS CREATED BY AT&T PROJECT
CONSTRUCTION COST ESTIMATE:
EQUIPMENT AND SHELTER: 10,000
POLE COSTS: 50,000
ERECTION LABOR: 15,000
SITE WORK INCL. BMPS: 12,000
MOBILIZATION: 2,500
SUBTOTAL: 89,500
CONTINGENCY 15%: 13,425
TOTAL: 102,925
OVERHEAD AND PROFIT 20%: 20,585
GRAND TOTAL: 123,510
EXCESS COVERAGE CALCULATION:
$123,510 x .0125= $1,543.88
PORTION LOT 4, WILSON'S SUBDIV. NO. 1
PARCEL A
PARCEL 1
P.M. 5-59
1247-764
WILSON AVENUE
EXISTING PROPERTY LINE
EXISTING GAS TANKS
EXISTING BUILDING
EXISTING ASPHALT PARKING
EXISTING ASPHALT CURB
EXISTING UTILITY POLE (SOURCE OF POWER & TELCO)
UNDERGROUND ELECTRICAL AND TELCO. VERIFY DEMARCS WITH LOCAL UTILITY COMPANIES
NEW 12'-0" WIDE DOUBLE GATE IN EXISTING CHAIN LINK FENCE
NEW 12'-0" WIDE ACCESS EASEMENT OVER EXISTING GRASS
NEW ATTWS LEASE AREA WITH WOOD SIDED EQUIPMENT SHELTER
210 SQ. FT. OF EXISTING PAVED COVERAGE BEYOND THE EXISTING ASPHALT CURB TO BE REMOVED AND REVEGETATED IN ACCORDANCE WITH T.R.P.A. GUIDELINES
NEW 120'-0" HIGH MONOPOLE TREE TOWER WITH ATTWS ANTENNAS (2+2 GROWTH)
NEW 22'-0" DIA. TREE TOWER DRIPLINE EASEMENT
NEW CHAIN LINK FENCE TO MATCH EXISTING
EXISTING TREE LINE
EXISTING FENCE
EXISTING TREE (TYP.)
100'-6"
SITE PLAN
SCALE: 1" = 30'-0"
1
CH2MHILL
AT&T Wireless Services
TAHOMA
959002008A
7100 WILSON WAY
TAHOMA, CA
ISSUED FOR CONSTRUCTION
REVISIONS
SITE PLAN
SITE NUMBER
959002008A
SHEET NUMBER
A01
REV
0
CH2M HILL PROJECT NUMBER: 171252

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER SEA-000691791-08

PRODUCER

Marsh USA Inc.
The Financial Center
1215 Fourth Avenue
Suite 2300
Seattle, WA 98161-1095
Attn: Marsh CSS Dept. Seattle 1-877-613-2200 ext. 2300

105408-RANCH-ALL-03/04 090123 WILSO KME

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY	
A	AMERICAN HOME ASSURANCE CO
B	NATIONAL UNION FIRE INS. CO.
C	INS CO OF THE STATE OF PA
D	AMERICAN GUARANTEE & LIABILITY INS. CO.

INSURED

AT&T WIRELESS SERVICES, INC.
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

updated certif requested 9/12/3

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 5

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	RMGL 6128559	07/09/03	07/09/04	GENERAL AGGREGATE	$ 4,000 000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 4,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,500,000
	X $1,000,000 SIR				FIRE DAMAGE (Any one fire)	$ 1,500,000
					MED EXP (Any one person)	$ 5,000
A	**AUTOMOBILE LIABILITY**	RMCA 6612003 MA	07/09/03	07/09/04	COMBINED SINGLE LIMIT	$ 2,500,000
B	X ANY AUTO	RMCA 6612002 TX	07/09/03	07/09/04		
B	ALL OWNED AUTOS	RMCA 6612004 AOS	07/09/03	07/09/04	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
D	**EXCESS LIABILITY**	AUC9305217-01	07/09/03	07/09/04	EACH OCCURRENCE	$ 5,000,000
	X UMBRELLA FORM				AGGREGATE	$ 5,000,000
	OTHER THAN UMBRELLA FORM					$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	RMWC 5210873 CA	07/09/03	07/09/04	X WC STATU-TORY LIMITS / OTH-ER	
C		RMWC 5211153 AOS	07/09/03	07/09/04	EL EACH ACCIDENT	$ 2,500,000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL	RMWC 5211155 ND OH WI	07/09/03	07/09/04	EL DISEASE-POLICY LIMIT	$ 2,500,000
B	EXCL	RMWC 5211159 OR	07/09/03	07/09/04	EL DISEASE-EACH EMPLOYEE	$ 2,500,000
E	**OTHER** POLLUTION LEGAL LIABILITY	PL1957731	08/01/02	08/01/07	$ 1,000,000 LIMIT	

also needs All-Risk Property

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Property Name: WILSON AVE; Site No: RENOCAN318/TOHOMA; Location Address: 2850 FAIRLANE COURT, PLACERVILLE, CA 95667; Term: 09/01/03 TO 09/01/23 (APPROXIMATE TIMELINE); Contract No.: N/A
EL DORADO COUNTY AND ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT REGARDING GENERAL LIABILITY.

should include auto liab. also. JJ

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: RANDY PESSES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Edward M. Belsky Edward M. Belsky

MM1(3/02) **VALID AS OF:** 09/11/03

ADDITIONAL INFORMATION

SEA-000691791-08

DATE (MM/DD/YY) 09/11/03

PRODUCER

Marsh USA Inc.
The Financial Center
1215 Fourth Avenue
Suite 2300
Seattle, WA 98161-1095
Attn: Marsh CSS Dept. Seattle 1-877-613-2200 ext. 2300

105408-RANCH-ALL-03/04 090123 WILSO KME

INSURED

AT&T WIRELESS SERVICES, INC.
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

COMPANIES AFFORDING COVERAGE

COMPANY	
E	AISLIC
F	
G	
H	

TEXT

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: RANDY PESSES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

MARSH USA INC. BY

Edward M. Belsky Edward M. Belsky

Page

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000691791-09

PRODUCER

Marsh USA Inc.
The Financial Center
1215 Fourth Avenue
Suite 2300
Seattle, WA 98161-1095
Attn: Marsh CSS Dept. Seattle 1-877-613-2200 ext. 2300

105408-RANCH-ALL-03/04 090123 WILSO KME

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY	
A	AMERICAN HOME ASSURANCE CO
B	NATIONAL UNION FIRE INS. CO.
C	INS CO OF THE STATE OF PA
D	AMERICAN GUARANTEE & LIABILITY INS. CO.

INSURED

AT&T WIRELESS SERVICES, INC.
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 6

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	RMGL 6128559	07/09/03	07/09/04	GENERAL AGGREGATE	$ 4,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 4,000,000
	CLAIMS MADE / X OCCUR				PERSONAL & ADV INJURY	$ 1,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,500,000
	X $1,000,000 SIR				FIRE DAMAGE (Any one fire)	$ 1,500,000
					MED EXP (Any one person)	$ 5,000
A	**AUTOMOBILE LIABILITY**	RMCA 6612003 MA	07/09/03	07/09/04	COMBINED SINGLE LIMIT	$ 2,500,000
B	X ANY AUTO	RMCA 6612002 TX	07/09/03	07/09/04		
B	ALL OWNED AUTOS	RMCA 6612004 AOS	07/09/03	07/09/04	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
D	**EXCESS LIABILITY**	AUC9305217-01	07/09/03	07/09/04	EACH OCCURRENCE	$ 5,000,000
	X UMBRELLA FORM				AGGREGATE	$ 5,000,000
	OTHER THAN UMBRELLA FORM					$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	RMWC 5210873 CA	07/09/03	07/09/04	X WC STATUTORY LIMITS / OTHER	
C		RMWC 5211153 AOS	07/09/03	07/09/04	EL EACH ACCIDENT	$ 2,500,000
C	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL	RMWC 5211155 ND OH WI	07/09/03	07/09/04	EL DISEASE-POLICY LIMIT	$ 2,500,000
B		RMWC 5211159 OR	07/09/03	07/09/04	EL DISEASE-EACH EMPLOYEE	$ 2,500,000
E	**OTHER** POLLUTION LEGAL LIABILITY	PL1957731	08/01/02	08/01/07	$ 1,000,000 LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Property Name: WILSON AVE; Site No: RENOCAN318/TOHOMA; Location Address: 2850 FAIRLANE COURT, PLACERVILLE, CA 95667; Term: 09/01/03 TO 09/01/23 (APPROXIMATE TIMELINE); Contract No.: N/A
EL DORADO COUNTY AND ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT REGARDING GENERAL LIABILITY AND AUTO LIABILITY.

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: RANDY PESSES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Edward M. Belsky Edward M. Belsky

MM1(3/02) VALID AS OF: 09/12/03

ADDITIONAL INFORMATION

SEA-000691791-09

DATE (MM/DD/YY) 09/12/03

PRODUCER

Marsh USA Inc.
The Financial Center
1215 Fourth Avenue
Suite 2300
Seattle, WA 98161-1095
Attn: Marsh CSS Dept. Seattle 1-877-613-2200 ext. 2300

105408-RANCH-ALL-03/04 090123 WILSO KME

COMPANIES AFFORDING COVERAGE

COMPANY	
E	AISLIC
F	
G	
H	

INSURED

AT&T WIRELESS SERVICES, INC.
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

TEXT

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: RANDY PESSES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

MARSH USA INC. BY

Edward M. Belsky Edward M. Belsky

Page

ACORD. EVIDENCE OF PROPERTY INSURANCE

9/12/2003

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY

PRODUCER Aon Risk Services, Inc. of Washington 1420 Fifth Avenue, Suite 1200 Seattle, WA 98101 Phone: 206-749-4800 Fax: 206-749-4860 **CODE** **SUB-CODE**	**COMPANY** See attached Schedule
INSURED AT&T Wireless Services, Inc. Attn: Rachel Barson 16331 N.E. 72nd Way Redmond, WA 98052	**LOAN NUMBER** **POLICY NUMBER** See attached **EFFECTIVE DATE (MM/DD/YY)** 6/1/2003 **EXPIRATION DATE (MM/DD/YY)** 6/1/2004 **CONT. UNTIL TERMINATED IF CHECKED** ☐ **THIS REPLACES PRIOR EVIDENCE DATED:**

PROPERTY INFORMATION

LOCATION/DESCRIPTION

AT&T / Main / 4113

Certificate Holder ID: Wilson Ave.
AT&T ID: RENOCAN318/Tohoma
Location Address: 2850 Fairlane Court, Placerville, CA 95667
Term: 20 year lease 9/01/03 to 9/01/23

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"ALL RISKS" OF DIRECT PHYSICAL LOSS OF DAMAGE SUBJECT TO POLICY TERMS AND CONDITIONS	$250,000	AS PER POLICY

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS El Dorado County Attn: Randy Pesses 2850 Fairlane Court Placerville, CA 95667	**NATURE OF INTEREST** ☐ MORTGAGEE ☐ ADDITIONAL INSURED ☐ LOSS PAYEE ☐ (OTHER) ________ **LOAN #** **SIGNATURE OF AUTHORIZED AGENT OF COMPANY** A. B

ACORD 27 (3/93) ACORD CORPORATION 1993

CARRIER PARTICIPATION SCHEDULE AT&T WIRELESS

Lexington Lead Consortium of Carriers — Policy Number 8705543

Axis
Everest
Lloyds of London

Consortium of Carriers — Policy Number MLP930458701

Zurich
Lloyds of London
Swiss Re
CNA
Commonwealth
Score
Crum & Forster
Hartford
McGee
AWAC
Endurance
Everest

Consortium of Carriers — Policy Number WB0301637

Axis
Ace
GEP

Board of Supervisors

INTEROFFICE MEMO

Meeting Activity and/or Follow-up Communication

DATE: September 29, 2003

TO: Debbie McGill, DOT

FROM: Margaret E. Moody, Deputy Clerk

SUBJECT: item no. 53 on 9/16/2003 agenda

______ FULLY-EXECUTED AGREEMENT/AMENDMENT F.Y.F.

______ PLEASE FORWARD A COPY TO:

X ATTACHED PLEASE FIND THE FOLLOWING:

(1) fully-executed original Agreement and Amendment. Please forward to appropriate DOT staff. Thank you!

AT&T picked up the remaining agreements and amendments on 9/29/2003.

______ OTHER:

cc: