AGENDA ITEM 7

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 4, 2009
SUBMITTED BY:	David Charles, Public Services Manager	W.O./G.F. NO:	aa000- 1d1000 DIV. NO. 5
APPROVED BY: (Chief)	Rod Posada, Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña, Assistant General Manager, Engineering and Operations		
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 1200-1 Reservoir Site		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorizes 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 1200-1 Reservoir Site (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 1200-1 Reservoir Site. The agreement will grant New Cingular the right to use approximately 465 square feet of leased area and trench easements of right-of-way for access and power for the communications facility.

ANALYSIS:

New Cingular will be the third cellular provider locating its facilities on the 1200-1 Reservoir Site. Currently, Verizon and Cricket are the other 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 façade mounted to the side of the existing 34' high water tank. Four (4) ground-mounted BTS radio equipment cabinets shall be enclosed in a 26'(L) x 12'-4"(W) x 9'(H) tan concrete block enclosure to screen the equipment. The overall lease area shall comprise approximately 465 square feet. The facility shall have its own SDG&E electrical service/meter and connection to land-line telephone service.

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:

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 4 percent. 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 4 percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

An initial $2,000 payment toward the District's non-refundable administrative fee of $6,500 has been 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 rent. The remaining balance of $4,500 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.

LEGAL IMPACT:

The form of agreement has been reviewed by District counsel.

STRATEGIC GOAL:

This item is in line with the District's strategic focus areas: Community, Governance, and Financial Health.

General Manager

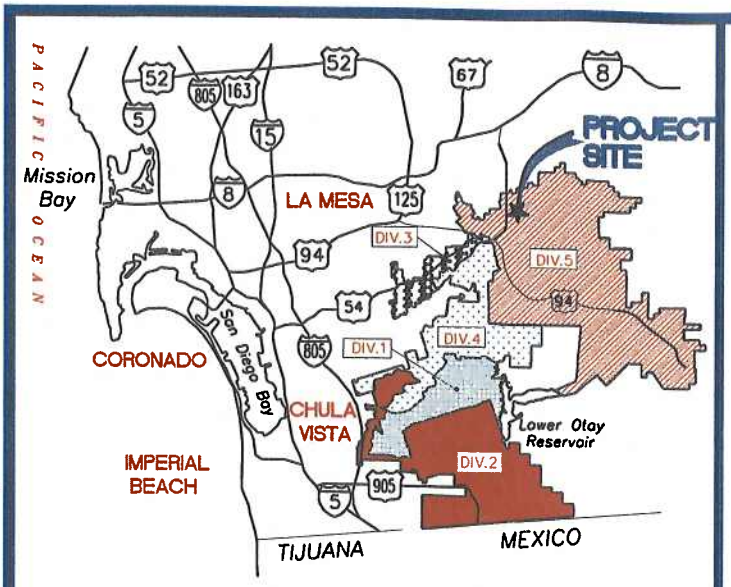
P:\WORKING\CELLULAR LEASE FILE\STAFF REPORTS\BD 11-04-09, Staff Report, New Cingular @ 1200-1 Res, (DC-RP).doc

DTC/RP:jf

Attachments: Exhibit A
Attachment A
Attachment B

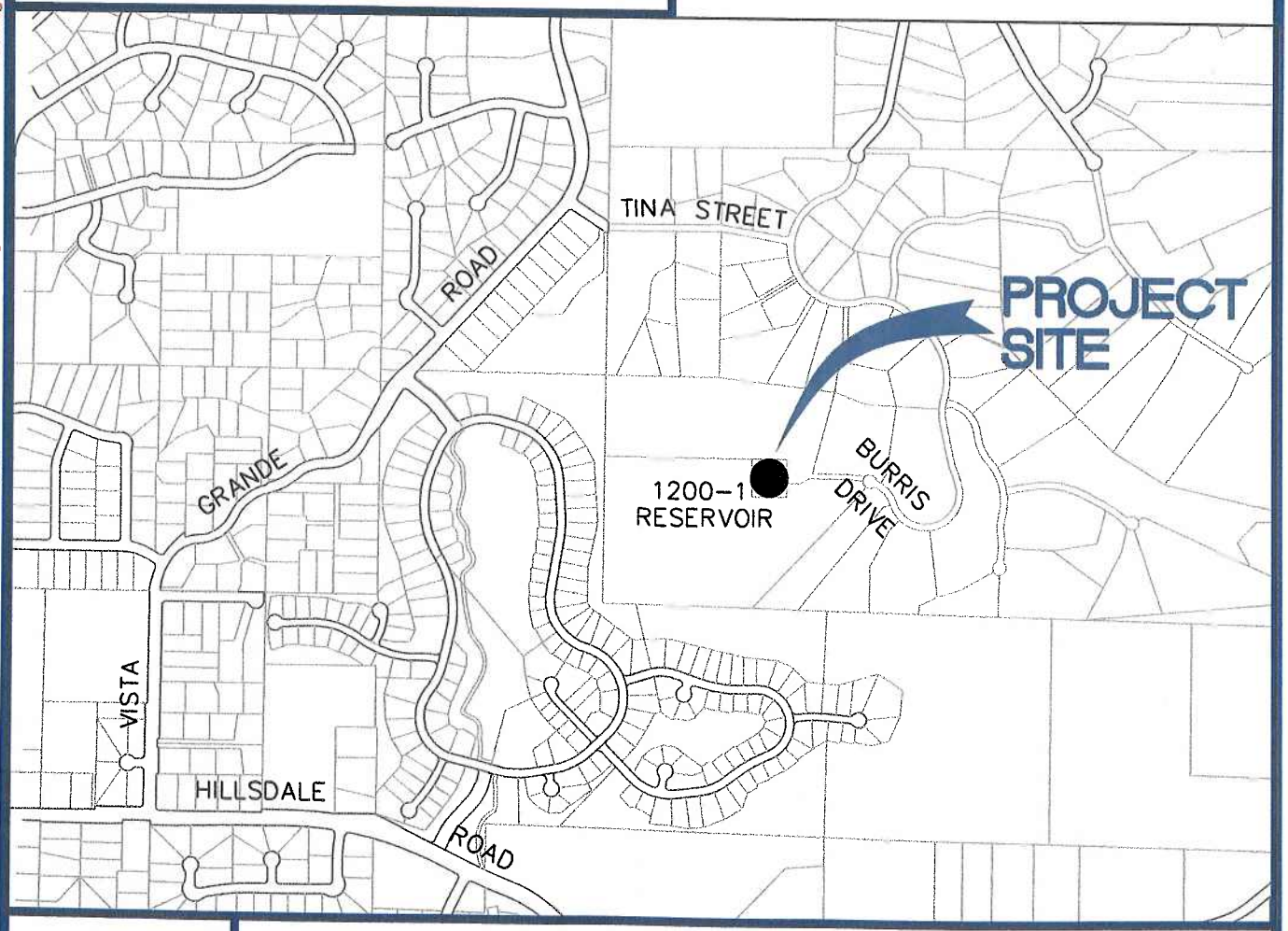
QA/QC Approved:

Name: Michael O'Donnell Date: 10-14-2009



VICINITY MAP

SCALE: 1"=1,000'



OTAY WATER DISTRICT

NEW CINGULAR WIRELESS PCS, LLC COMMUNICATIONS SITE

1200-1 RESERVOIR

LOCATION MAP

EXHIBIT A

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1200-1\staff report\Exhibit A, New Cingular Wireless 10-6-09.dwg 10/12/2009 10:30:14 AM PDT

ATTACHMENT A

SUBJECT/PROJECT: aa000-1d1000	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the installation of a Communications Facility at the 1200-1 Reservoir Site

COMMITTEE ACTION:

The Finance, Administration, and Communications Committee reviewed this item at a meeting held on October 19, 2009. 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: aa000-1d1000	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the installation of a Communications Facility at the 1200-1 Reservoir Site

See attached lease agreement.

AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND OTAY WATER DISTRICT TO LOCATE A COMMUNICATIONS FACILITY AT OTAY'S 1200-1 RESERVOIR SITE

This Agreement ("Lease") 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"). Any special terms or conditions agreed to by Otay and Tenant will be set forth on Exhibit A.

RECITALS

A. Otay owns a site on which it has constructed water facilities known as the "1200-1 Reservoir Site," 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.

AGREEMENT

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 an antenna and related telecommunications equipment, approximately 465 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises"). A depiction of the Property and the Premises is attached hereto as Attachment D to Exhibit B.

2. Grant of Non-Exclusive Trench Easement(s). Otay has also agreed to grant a temporary non-exclusive easement to Tenant for certain portions of the Property, as legally described in Exhibit C to this Lease (the "Easement"), for the purpose of trenching and installation of the necessary utilities to operate Tenant's equipment. It is expressly agreed that any such Easement shall run concurrent with this Lease. Tenant agrees and understands that if the Lease is terminated or ceases to exist for any reason, the Easement shall not have any force or effect. Tenant agrees to return and maintain all portions of land subject to the Easement that are disturbed in connection with the installation, connection, maintenance, repair, access or any other Tenant activity, to their original condition at Tenant's sole cost and expense.

This easement shall be non-exclusive. Otay, or any other tenant of Otay may utilize the easement area for similar purposes or for any other purpose which does not interfere with Tenant's uses. Otay shall provide Tenant with advance notice of any intention to use the temporary easement area by Otay or any current or future tenant of Otay.

3. Use of the Premises. The Premises may be used by Tenant only for the purpose of installing, constructing, housing, operating, maintaining and repairing telecommunication equipment, including appurtenant antennae 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 or sublicense any use or space of the Premises or the Facilities thereon except as otherwise provided in Paragraph 12, below.

4. Access. Otay shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Tenant. Otay hereby grants to Tenant 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. Subject to Otay's reasonable rules, Otay shall permit Tenant's employees, agents,

contractors, subcontractors and invitees to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. Otay shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner reasonably sufficient to allow access. In addition, Tenant shall obtain such permits, licenses or easements, from the owners of property adjoining the leased premises, as may be necessary for Tenant to have access to and from the leased Premises and also for access to utilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

5. Term. The term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Commencement Date. Tenant shall have the right to extend the term of the Lease for three (3) additional terms of five (5) years each 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 (each, an "Extension Term"). In addition, Tenant may request, in writing, two 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"). Each such request shall be made in writing no less than 120 days prior to the expiration of the then current Extension Term or Additional Term, as applicable.

6. Administrative Fee. Tenant, prior to entering on Otay Property to conduct its investigation of the Premises, shall provide Otay with a non-refundable administrative fee in the amount of TWO THOUSAND DOLLARS AND NO CENTS ($2,000.00). This fee will defray Otay's administrative expenses and costs related to the supervision and assistance for entering on Otay Property to conduct investigation of the proposed Premises, site selection, planning, and design, including legal expenses.

Additionally, upon final execution of the Agreement by both parties, Tenant shall provide Otay with a non-refundable administrative fee in the amount of FOUR THOUSAND FIVE

HUNDRED DOLLARS AND NO CENTS ($4,500.00). This second administrative fee shall be used to defray Otay's administrative expenses and costs related to Otay's supervision and assistance with construction phases of the project. These administrative fees shall not be considered rent or part of the rental installment.

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of $3,175 per month payable on the first day of each month in advance. If the Commencement Date is other than the first day of the calendar month, the rate shall be prorated for the first month of the Initial Term.

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. 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 tenants for the same or similar purposes.

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 the treatment of water and that there is no hazardous waste on the Premises. Notwithstanding any other provision of this Lease, Tenant relies upon the representations stated herein as a material inducement for entering into this Lease. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. lead-acid batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). 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 presently identified 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).

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 been obtained by Tenant.

a. *Installation of the Facilities.* Tenant's design and installation of all portions of the Facilities shall be done according to plans approved by Otay, and such approval

shall not be unreasonably withheld. The Tenant shall be responsible for painting its antennae 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 appropriate. These camouflage designs may include but are not limited to palm trees, pine trees and flag poles.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" drawings of 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, personal property and antennae 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.

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 or its appearance or any change that could disrupt Otay's workplace or communications. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Lease.

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 payable to Otay for reimbursement for staff time to process the new request, construction inspection and monitoring

during construction. If the requested Tenant improvements include additional lease space, a new lease agreement for the additional lease space must be executed prior to start of construction and Tenant shall pay the Administrative Fees then in effect, and shall comply with Otay's requirements then in effect. The administrative fees for the additional lease space shall be in addition to, and shall not replace the administrative fees for improvements requiring construction to the Facilities.

e. *Permits and Compliance with Applicable Laws.* Prior to commencing any construction or improvements, and from time to time, as applicable, Tenant agrees to obtain all necessary approvals for its communications operations and for the Facilities and to operate and maintain the same, 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 copies of updated permits, licenses and/or approvals. Tenant shall provide written evidence, satisfactory to Otay of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with FCC Electromagnetic Radiation Guidelines.

iii. Otay agrees, at no expense to Otay, to cooperate with Tenant in making application for and obtaining all licenses, permits and any and all

necessary 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, 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.

g. *Repair of Otay's Improvements*. Any damage done to Otay's improvement on the property during installation and/or during operations caused by Tenant or in connection with installation operation shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction. In connection with the installation and operation of the antennae facilities, Tenant shall not locate or attach any antennae or other equipment to 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 in connection with Tenant's installation and operation of the antennae facilities.

h. *Maintenance and Repair*. At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenants use of its facilities shall not interfere with Otay's operation of its improvements.

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. Tenant agrees to provide for the proper supervision of all Tenant personnel assigned to enter and do work at the Premises. Tenant also agrees to, at its

own cost and expense, comply with any and all security measures instituted by Otay from time to time.

10. Maintenance and Repair of Otay's Improvements. At any time during the Term, or while this Lease remains in effect, Otay may, at its option and upon written notice to Tenant, 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 its improvements on the Premises (the "Maintenance Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance Work, including removing and re-installing any portion of the Facilities identified by Otay to be removed.

a. *Temporary Facilities.* During the course of the Maintenance Work, Tenant may install temporary antennae, at Tenant's expense, on the leased Premises subject to Otay's approval of the location. Once the Maintenance 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, as appropriate. 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.

c. *Otay's option to remove temporary facilities.* If any temporary antennae is not removed within thirty (30) days from the date the Maintenance Work is completed, Otay will have the right to remove the temporary antennae and charge Tenant for such costs.

d. *Painting of the Facilities.* If the Maintenance Work includes the painting of Otay's improvements, the Tenant shall be responsible for repainting its antennas and/or equipment to match Otay's facility. Otay will provide specifications regarding paint type, color and application method to the Tenant to accomplish this requirement. The Tenant will be required to provide painting/coating submittals to Otay prior to receiving permission to begin painting.

11. Co-Location. Tenant agrees that Otay may enter into leases 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 the Premises. Tenant will 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, at Otay's sole discretion, to accommodate the new lessee shall be performed at the expense of Otay or the new lessee.

12. Subleasing/Encumbrance. Tenant may 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 will require an amendment to this Lease and shall specify the terms and conditions for the sub-lease or other encumbrance.

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

14. Interference. Tenant shall not use, nor shall Tenant permit its agents or invitees to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for it's intended purpose including communications facilities relating to Otay's operation such as telemetry/radio communications or any other pre-existing communications facilities. This would not apply to interference with a tenant of Otay whose use did not "pre-exist" this lease; except as 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 telemetry/radio facilities, Tenant will have five (5) business days to correct the problem after notice from Otay. Tenant acknowledges that continuing interference will cause irreparable injury to Otay and, therefore, Otay will have the right to terminate the Lease immediately upon notice to Tenant.

15. Taxes. During the term of this Lease, 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 Lease.

16. Termination.

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

(i) Tenant delivers to Otay 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Tenant gives Otay six months notice when Tenant determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Tenant to install or operate Tenant's facility cannot be obtained or renewed at reasonable expense or in reasonable time period.

(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 if Tenant pays Otay, as a termination fee, the lesser of twelve monthly installments of annual rent or the balance of the rent due for the remaining term of this Lease;

(iv) Otay commits a default under this Lease and fails to cure such default within a 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Otay commences to cure the default within the 30-day notice period, then Otay shall have such additional time as shall be reasonably necessary to diligently effect a complete cure;

(v) The Premises are totally or partially destroyed by fire or other casualty so as to hinder Tenant's normal operations and Otay does not provide to Tenant within ten (10) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

(i) Tenant commits a default under this Lease and fails to cure such default as provided under paragraph 17, below.

17. Default.

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

(i) Tenant shall default in the payment of rent or other payments hereunder and said default shall continue for ten (10) days after Otay provides written notice of the same; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Lease 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 Lease.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Lease, 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 can not reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Lease if it commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure.

18. Destruction of Premises. If the Premises or the Facilities are destroyed or damaged, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Otay no more than thirty (30) days following the date of damage or destruction, provided Otay does not provide to Tenant, within ten (10) days after the casualty occurs, a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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 Lease 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;

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 name Otay as an additional insured on each of the aforementioned insurance policies and the policies shall state that they are primary and that any policies Otay maintains shall be noncontributory. Tenant shall provide Otay with written certificates of insurance evidencing such coverage. Said policies shall expressly provide that the policies shall not be canceled or altered without at least thirty (30) days prior written notice to Otay. Said policies shall be with insurance companies with an A.M. Best rating of AVII or better.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties. The insurance requirements may be changed by Otay upon giving of notice to Tenant; provided that the requirements set forth above shall be the minimum insurance requirements during the Term.

21. Indemnity. Tenant shall hold harmless, indemnify and defend Otay and each of Otay's directors, officers, managers, employees, agents and successors and assigns, from any and all claims, suits or actions of any kind and description brought forth on account of injuries to or

death to any person or damage to any property, including damage to the Premises arising out of or related to its use of the Premises, except to the extent that such claims, suits or actions arise out of the sole negligence or willful misconduct of Otay.

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) the Lease is unmodified and in full force (or if there have been modifications, that the Lease 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 Lease; and (d) such other matters as Otay may reasonably request.

23. Assignment. Tenant shall not assign this Lease except to an affiliated parent entity, subsidiary, purchaser of assets, or holder of its FCC license, without Otay's prior written consent. If, during the term of this Lease, Tenant requests the written consent of Otay to any assignment, Otay's consent thereto shall not unreasonably be withheld. Consent to one assignment shall not be deemed to be a consent to any subsequent assignment, and any subsequent assignment without Otay's consent shall be void and shall, at Otay's option, terminate this Lease.

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

25. Resolution of Disputes. All controversies or claims arising out of or relating to this Lease shall be resolved by submission to final and binding arbitration at the offices of the American Arbitration Association ("AAA") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the AAA commercial arbitration rules.

26. Choice of Law and Venue. This Lease shall be interpreted in accordance with the laws of the State of California, and any disputes shall be heard in a court of competent jurisdiction in the State of 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 Lease, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal.

28. Entire Agreement. This Lease 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 Lease shall be in effect unless made in writing and signed by the parties hereto.

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

30. 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.

31. 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.

32. 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 may be given by facsimile if proof of transmission is retained. Notices shall be sent to the addresses sent forth below:

OTAY:

Otay Water District
Attn: General Manager
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2096
Phone: (619) 670-2210
Fax : (619) 660-0829

TENANT:

New Cingular Wireless PCS, LLC
Attn : Network Real Estate Administration
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With a copy sent concurrently to Tenant's Legal Department:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
16331 NE 72nd Way
Redmond, WA 98052-7827

33. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Lease as of the ____ day of _____, 20___. This date is referred to as the Commencement Date in the Lease.

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

By: AT&T Mobility Corporation,
Its: Manager

By: _____

Name: _____

Its: _____

OTAY WATER DISTRICT
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91979

By: _____

Name: Mark Watton

Its: General Manager

APPROVED AS TO FORM:

_____
Yuri Calderon, General Counsel

_____
Date

EXHIBIT A

SPECIAL TERMS AND CONDITIONS ADDED TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

If any terms or conditions set forth herein contradict terms or conditions of the Lease 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 will be the sole responsibility of the Tenant. Otay Water District makes no commitment for delivery of water for said landscaping, except if Tenant obtains a water meter for the site and pays for water use.

2. **Rent**. At Tenant's election, subject to prior written notice as set forth in the Lease, 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 Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without prior notice or consent its interest in this Lease 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 Lease. 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 not include any entity whose primary business is telecommunications.

   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. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied if the financing entity does not meet the definition of financing entity above.

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; (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.

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 Lease, said failure shall constitute an 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 Lease, 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 with any interest in all or any part of the Collateral, or any assignee of this Lease.

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 Lease.

EXHIBIT B

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

List of Attachments to Exhibit B:

ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES

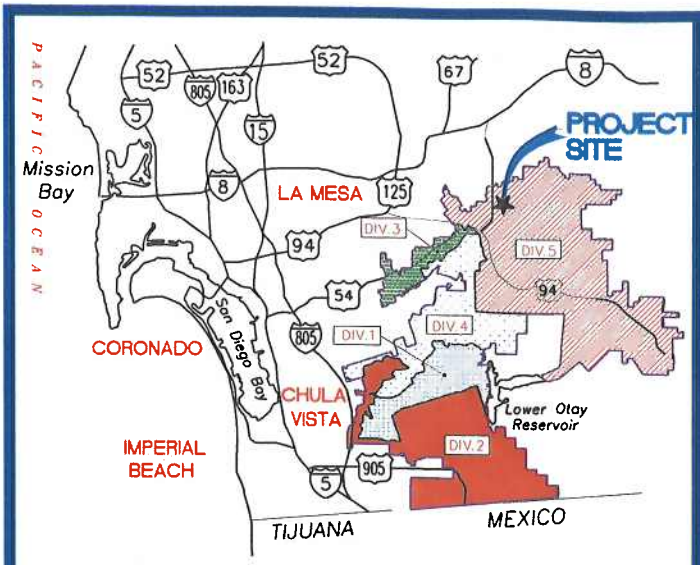
ATTACMENT B. LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

ATTACHMENT D. DEPICTION OF THE PROPERTY AND PREMISES

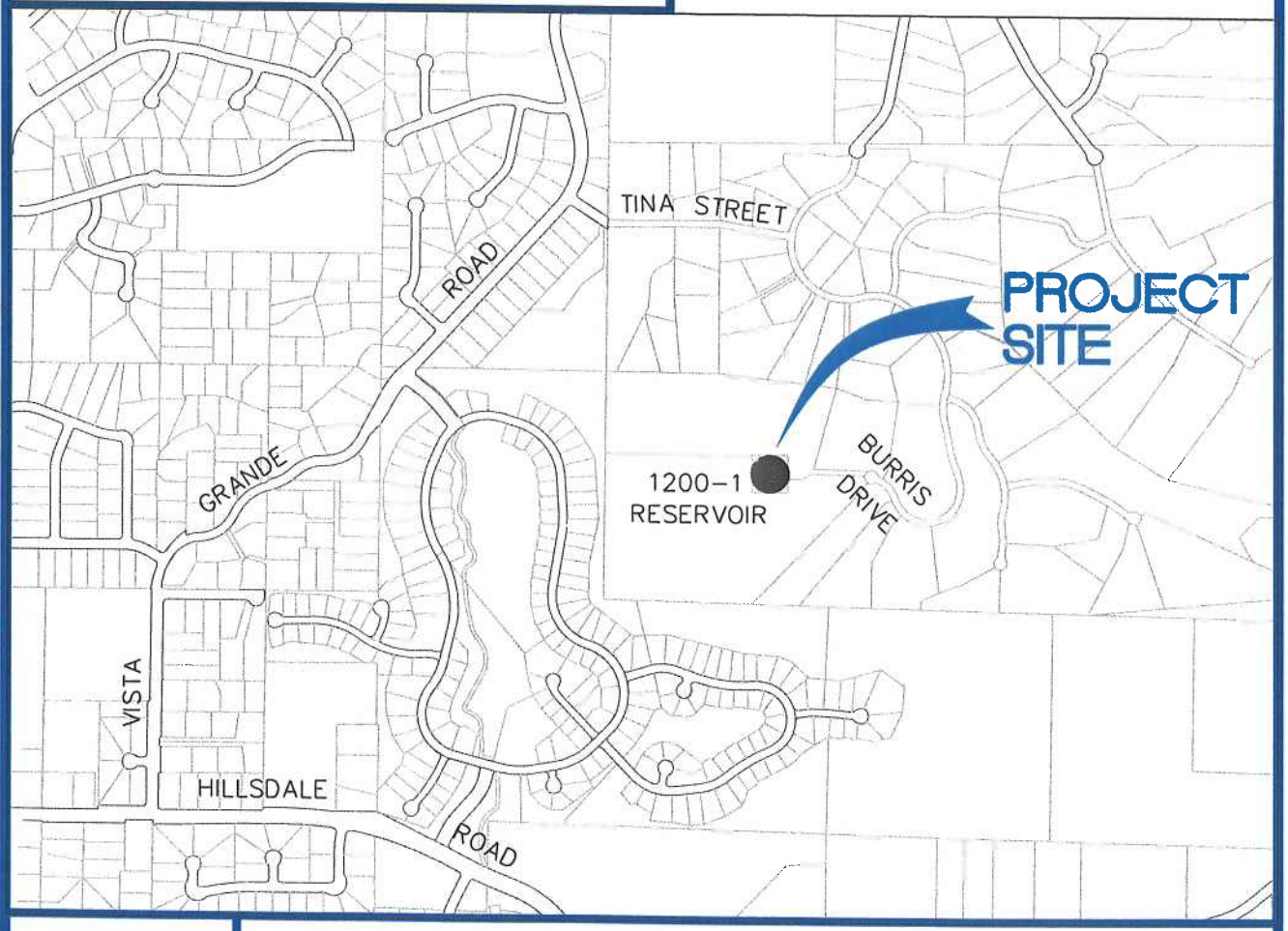
EXHIBIT B

ATTACHMENT A
LOCATION MAP



VICINITY MAP

SCALE: 1"=1,000'



OTAY WATER DISTRICT

NEW CINGULAR WIRELESS PCS, LLC SITE

1200-1 RESERVOIR

LOCATION MAP

EXHIBIT B ATTACHMENT A

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1200-1\agreement\ExhibitBAttA.dwg 8/25/2008 9:35:29 AM PDT

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.

THAT PORTION OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, DISTANT THEREON SOUTH 89°23'43" WEST, 281.08 FEET FROM THE NORTH QUARTER OF SAID SECTION; THENCE SOUTH 0°36'17" EAST, 1023.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°41'14" WEST, 210.00 FEET; THENCE SOUTH 0°18'46" EAST, 222.00 FEET; THENCE NORTH 89°41'14" EAST 210.00 FEET; THENCE N0°18'46"W, 222.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

ATTACHMENT C
LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES
Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019

PROPOSED EQUIPMENT EASEMENT

A PROPOSED EQUIPMENT EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON THE COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574; THENCE LEAVING SAID SOUTHEASTERLY CORNER N47°52'44"W, 123.85 FEET TO THE POINT OF BEGINNING; THENCE N57°17'24"W, 31.00 FEET; THENCE N32°42'36"E, 15.29 FEET; THENCE S57°17'24"E, 16.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S57°17'24"E, 10.92 FEET; THENCE S03°10'46"W, 6.42 FEET; THENCE S32°42'36"W, 9.70 FEET TO THE POINT OF BEGINNING.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

SAID PROPOSED EASEMENT CONTAINS 465 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:

LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Exp. 12-31-09
STATE OF CALIFORNIA

ARMANDO D. DUPONT,
P.L.S. 7780
REG. EXP. DECEMBER 31, 2009

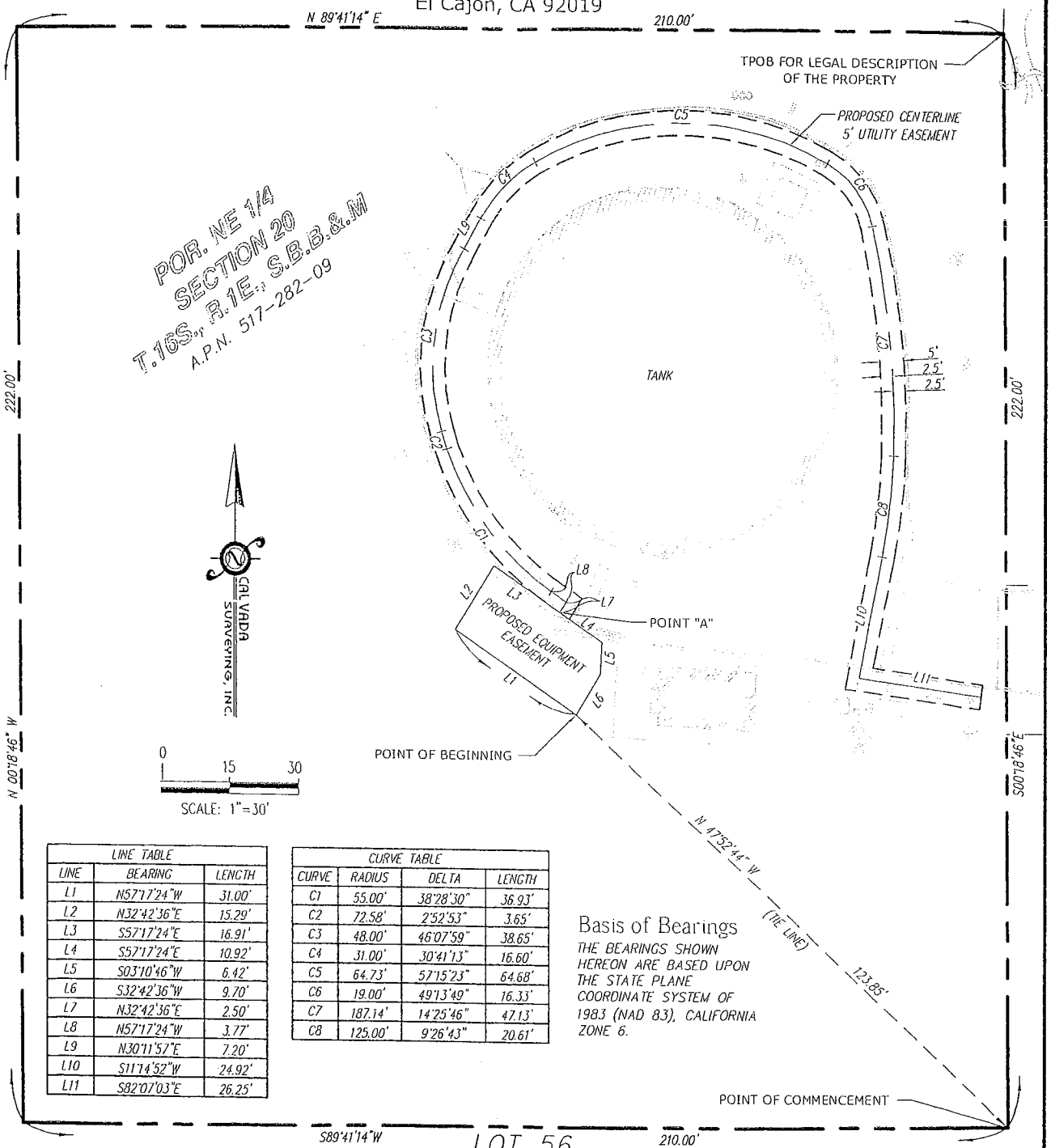
CALVADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT "B"

DEPICTION OF THE PROPERTY- PREMISES - TEMPORARY TRENCH EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019



LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°17'24"W	31.00'
L2	N32°42'36"E	15.29'
L3	S57°17'24"E	16.91'
L4	S57°17'24"E	10.92'
L5	S03°10'46"W	6.42'
L6	S32°42'36"W	9.70'
L7	N32°42'36"E	2.50'
L8	N57°17'24"W	3.77'
L9	N30°11'57"E	7.20'
L10	S11°14'52"W	24.92'
L11	S82°07'03"E	26.25'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	38°28'30"	36.93'
C2	72.58'	2°52'53"	3.65'
C3	48.00'	46°07'59"	38.65'
C4	31.00'	30°41'13"	16.60'
C5	64.73'	57°15'23"	64.68'
C6	19.00'	49°13'49"	16.33'
C7	187.14'	14°25'46"	47.13'
C8	125.00'	9°26'43"	20.61'

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

LOT 56
COUNTY OF SAN DIEGO TRACT 4394-2
MAP NO. 12574

SHEET 4 OF 4

CALVADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT B

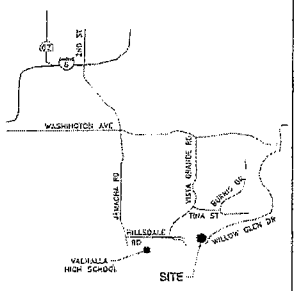
ATTACHMENT D
DEPICTION OF THE PROPERTY AND PREMISES

at&t MOBILITY

OTAY MONARCH TANK
1697 BURRIS DRIVE
EL CAJON, CA 92019
SS0631-02

Approved Planning Commission Plan No. P08-006
Approved: May 8, 2009 By
Director of Planning and Land Use
The Zoning Administrator
The San Diego County Planning Commission
The San Diego County Board of Supervisors
No. Sheets 9
By Name CHIEF Title

VICINITY MAP



THOMAS GUIDE PAGE: 1272, D1

ADDRESS:
1697 BURRIS DRIVE
EL CAJON, CA 92019

COORDINATES (NAD 83):

LATITUDE: 32° 46' 04.07" NORTH
LONGITUDE: 116° 54' 11.49" WEST

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

CONSULTANT TEAM

ARCHITECT:
WILLIAM BOOTH & ROBERT SUAREZ
ARCHITECTURE & PLANNING
P.O. BOX 4651
CARLSBAD, CA 92018
(760) 434-8474
(760) 434-8496 (FAX)

ELECTRICAL CONSULTANT:
WALTER G. CAMP, ELECTRICAL ENGINEER, PE
18860 SHEEP RANCH LOOP
CHULA VISTA, CA. 91914
(619) 934-1815

SURVEYOR:
CAL NADA SURVEYING INC.
108 BUSINESS CENTER DRIVE
CORONA, CA 92880
(951) 280-0960
(951) 280-0746 (FAX)

PROJECT SUMMARY

APPLICANT: AT&T MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121
(858) 453-3368

OWNER: OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BLVD
SPRING VALLEY, CA 91978
CITY CONTACT: SAM KJONDGAARD
(619) 670-2289

PROJECT DESCRIPTION:

- INSTALLATION OF FOUR OUTDOOR BASE TRANSCEIVER EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD INSIDE A CONCRETE BLOCK ENCLOSURE PAINTED "DARK TAN"
- INSTALLATION OF THREE ANTENNA SECTORS, OF FOUR ANTENNAS EACH (TOTAL OF 12 ANTENNAS) FACADE MOUNTED ON AN EXISTING WATER TANK
- PROVIDE NEW 200 AMP ELECTRICAL SERVICE CONNECTION AS NEW (2) GANG METER
- PROVIDE NEW TELCO SERVICE CONNECTION FROM EXISTING TELCO PEDESTAL

LEGAL DESCRIPTION:

SITUATED IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS: THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

SEE SHEET C-1 FOR FULL LEGAL DESCRIPTION

PROJECT ADDRESS:	1697 BURRIS DRIVE EL CAJON, CA 92019
ASSESSORS PARCEL NUMBER:	517-282-08
EXISTING ZONING:	A-70
EXISTING SITE AREA:	46,020 SQ. FT. = 1.07 ACRES
EXISTING PROPERTY OCCUPANCY & USE:	WATER TANK
EXISTING BUILDING AREA:	
WATER TANK:	4,366 SQ. FT.
VERIZON WIRELESS SHELTER:	253 SQ. FT.
TOTAL AREA:	4,619 SQ. FT.
PROPOSED PROJECT AREA:	243 SQ. FT.
PROPOSED LEASE AREA:	495 SQ. FT.
PROPOSED OCCUPANCY:	NONE (EXTERIOR EQUIPMENT CABINETS ONLY)
TELECOMMUNICATION FACILITIES:	THERE IS ONE EXISTING VERIZON TELECOMMUNICATION FACILITY ON SITE.

SHEET SCHEDULE

T-1	TITLE SHEET AND PROJECT DATA
A-0	SITE PLAN AND GENERAL SPECIFICATIONS
A-0.1	ENLARGED SITE PLAN
A-0.2	RECORDED ACCESS DOCUMENTS
A-1	BTS EQUIPMENT PLAN & WALL SECTION
A-2	EXTERIOR ELEVATIONS
A-3	EXTERIOR ELEVATIONS
A-4	BTS EQUIPMENT ELEVATION & ANTENNA DETAILS
C-1	TOPOGRAPHIC SURVEY

RECEIVED
SAN DIEGO COUNTY
DEPT. OF PLANNING & LAND USE

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA BUILDING CODE, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

P08-006 E08-019-004

BOOTH & SUAREZ
ARCHITECTURE & PLANNING

PREPARED FOR

at&t MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
OTAY MONARCH TANK
PROJECT NUMBER
SS0631-02
1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/15/05	PRELIM ZD REVIEW (al)
07/25/05	FINAL ZD REVIEW (rw)
08/17/05	ZD REVISIONS (rw)
11/21/05	OWNER COMMENTS (rm)
02/22/06	PLANNING SUBMITTAL (al)
05/01/06	REVISED ZD (rw)
05/08/06	REVISED ZD (rw)
06/06/06	REVISED ZD (rm)
06/14/06	PLANNING SUBMITTAL (kor)
10/09/06	REVISED ZD (ms)
10/13/06	REVISED ZD (gf)
11/02/06	REVISED ZD (gf)
12/01/06	REVISED ZD (gf)
09/05/08	CABINET SPECIFICATION (ow)
03/28/08	REVISED ZD (ow)
04/18/08	PLANNING COMMENTS (ct)
06/10/08	PLANNING COMMENTS (ow)
08/12/08	REVISED ZD (gf)
07/10/08	REVISED ZD (ow)
10/21/08	PLANNING COMMENTS (ow)

SHEET TITLE
TITLE SHEET

PROJECTS\OTAY\SS0631\SS0631-02 T1.dwg

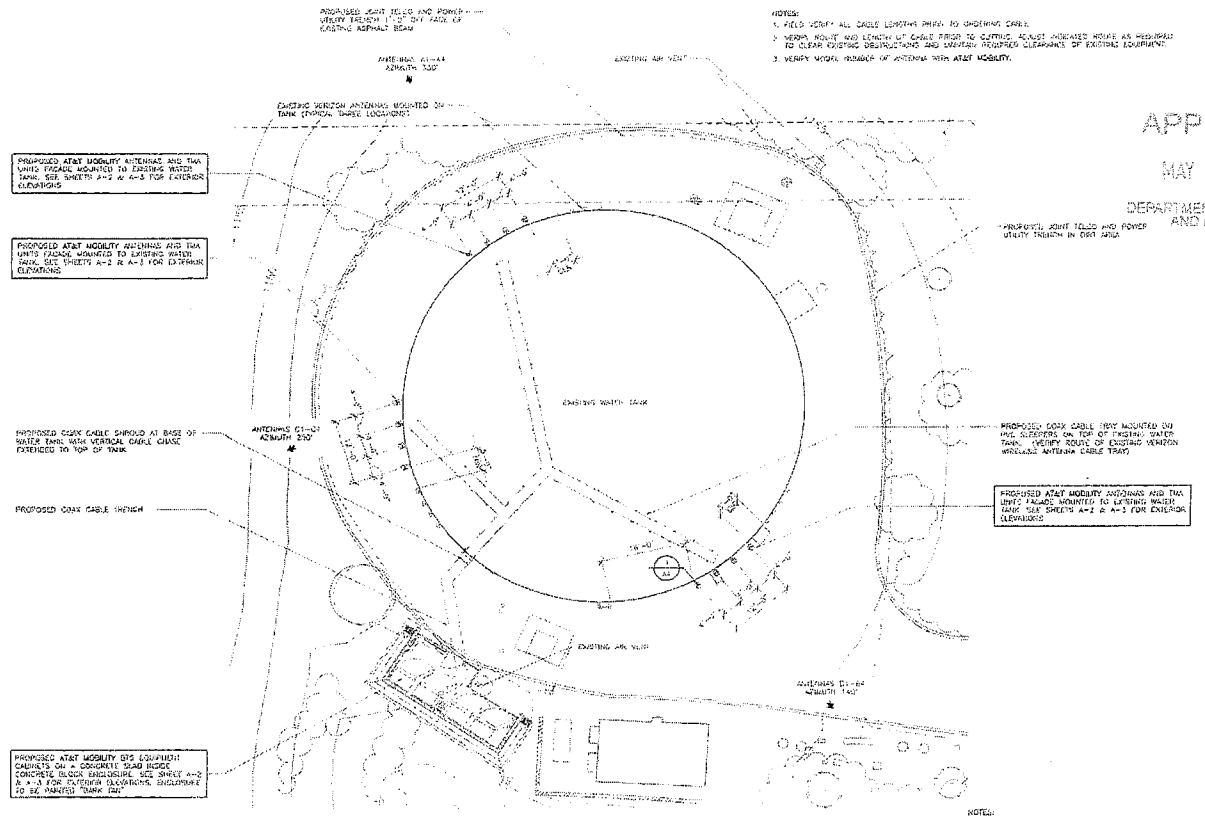
T-1

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	QUANTITY	DOWN ANGLE	SERIAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX CABLE LENGTH	JUMPER LENGTH	COAX SIZE
A1	NORTH	330°	POWER WAVE 7770	12	N/A		6	140'-0"	6'-0"	7-5/8"
A2			POWER WAVE 7770							
A3			POWER WAVE 7770							
A4			POWER WAVE 7770							
B1	SOUTHEAST	140°	POWER WAVE 7770	12	N/A		6	140'-0"	6'-0"	7-5/8"
B2			POWER WAVE 7770							
B3			POWER WAVE 7770							
B4			POWER WAVE 7770							
C1	SOUTHWEST	250°	POWER WAVE 7770	12	N/A		6	140'-0"	6'-0"	7/8"
C2			POWER WAVE 7770							
C3			POWER WAVE 7770							
C4			POWER WAVE 7770							
GPS			NORDION GN-660/ NOVA GPS-4				2	10'-0"		1/2"

NOTES:

1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE.
2. VERIFY MOUNT AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST ANTENNAS HEIGHT AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH AT&T MOBILITY.



APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

ENLARGED SITE PLAN

SCALE: 1" = 10'-0"

NOTES:

1. THE LOCATION OF ANTENNAS SHALL BE A MINIMUM OF 10 FEET CLEAR FROM FIELD LABORS, OR ANY APPURTENANT THAT OPEN PERSONNEL WOULD BE REQUIRED TO USE OR MAINTAIN IN THE NORMAL PERFORMANCE OF THEIR JOBS.
2. ROOF MOUNTED COAX CABLE TRAYS SHALL BE LOCATED IN A WAY THAT THERE IS A MINIMUM 3 FOOT (CLEAR) HORIZONTAL SEPARATION FROM THE TANK ROOF ACCESS/VENTS ON ALL TANKS. COVERS ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF STEEL FASTENERS SURROUNDING THE TRAY AND COVER AT THE BEGINNING AND END OF EACH PIECE AND AT 5 FOOT INTERVALS. EACH SEGMENT OF THESE COVERS WILL BE CLEARLY AND PERMANENTLY MARKED IN A WAY THAT IDENTIFIES THE OWNER.
3. UNDER NO CIRCUMSTANCES WILL DRILLING OR WELDING BE ALLOWED ON DISTRICT FACILITIES
4. PAINT CONTENT ON TANKS MAY BE HAZARDOUS. THE DISTRICT WILL PROVIDE A COATING DATA SHEET. IF REQUIRED, THE MATERIAL SHALL BE HANDLED AND DISPOSED OF PER CALIFORNIA GUIDELINES AND A DISPOSAL METHOD SHALL BE PROVIDED TO THE DISTRICT. ANY COSTS ASSOCIATED WITH THE HANDLING, TRANSPORTATION, AND DISPOSAL OF THIS MATERIAL IS SOLELY THAT OF THE AT&T MOBILITY CONTRACTOR

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING
[illegible]

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

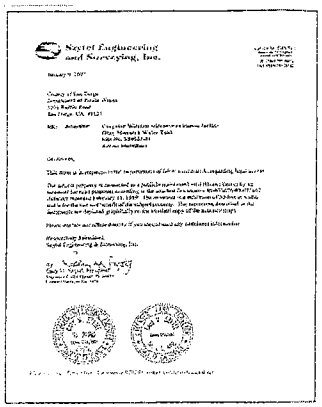
07/18/05	PRELIM ZD REVIEW (al)
07/25/05	FINAL ZD REVIEW (mw)
08/17/05	ZD REVISIONS (ml)
11/21/05	OWNER COMMENTS (rcd)
02/23/06	PLANNING SUBMITTAL (al)
06/01/06	REVISED ZD (rd)
06/08/06	REVISED ZD (rd)
06/26/06	REVISED ZD (ml)
10/06/06	REVISED ZD (lcc)
10/11/06	REVISED ZD (al)
11/02/06	REVISED ZD (al)
03/23/06	REVISED ZD (al)
05/25/06	REVISED ZD (aa)
06/19/08	PLANNING COMMENTS (ac)
06/10/08	PLANNING COMMENTS (aa)
06/12/08	REVISED ZD (al)
07/10/08	REVISED ZD (aa)
10/21/08	PLANNING COMMENTS (aa)

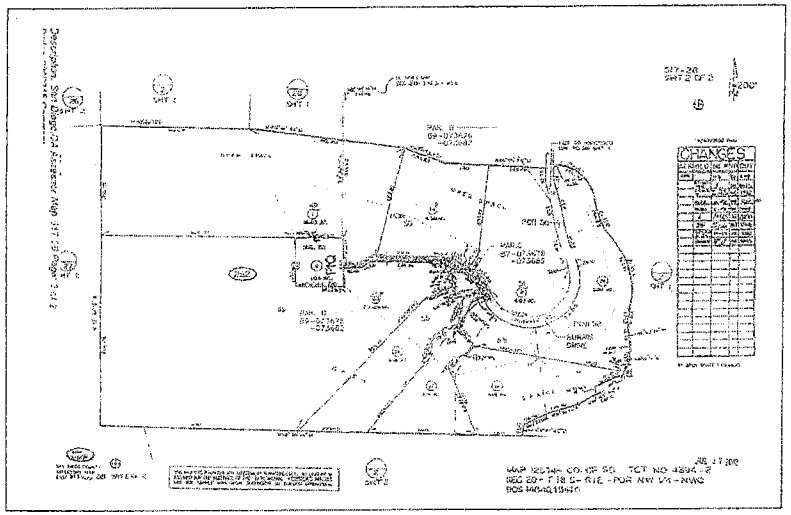
SHEET TITLE

ENLARGED SITE PLAN

PROJECTS\AT&T\SS0631-02\SS0631-02.1.dwg

A-0.1


Sayler Engineering and Surveying, Inc.



APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

04/18/08	PLANNING COMMENTS (ci)
06/10/08	PLANNING COMMENTS (ec)
06/12/08	REVISED ZD (ci)
07/10/08	REVISED ZD (ec)
10/21/08	PLANNING COMMENTS (ec)

SHEET TITLE

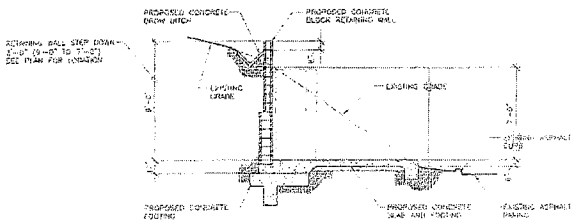
RECORDED ACCESS DOCUMENTS

PROJECTS\at&t\05031zd\05031zA0.2.dwg

A-0.2

BTS EQUIPMENT PLAN

SCALE: 1/8" = 1'-0"



WALL SECTION A

SCALE: 1/8" = 1'-0"

KEYED NOTES:

1. PROPOSED AT&T MOBILITY BTS EQUIPMENT CABINET (ERICSSON RBS 2106) ON A BATTERY BASE FRAME SHOWN SHADED (TYPICAL OF 2) CABINET WEIGHT 2615 LBS EACH
2. PROPOSED AT&T MOBILITY LMTE EQUIPMENT CABINET (ERICSSON RBS 2106) ON A BATTERY BASE FRAME SHOWN SHADED. (TYPICAL OF 2) CABINET WEIGHT 2714 LBS EACH
3. SWITCH OPERATED LIGHT FIXTURE (TYPICAL OF 3)
4. PROPOSED 5'-0" TO 7'-0" HIGH CONCRETE BLOCK RETAINING WALL ENCLOSURE FOR AT&T MOBILITY BTS EQUIPMENT
5. PROPOSED CABLE CONDUIT TRENCH
6. PROPOSED FACADE MOUNTED VERTICAL COAX CABLE CLIMBS TO TOP OF EXISTING WATER TANK. (SHOWN DASHED)
7. PROPOSED COAXIAL CABLE SHROUD AT BASE OF WATER TANK
8. PROPOSED CONCRETE PAD SLOPED TO DRAIN TO MANHOLE
9. AT&T MOBILITY CABINET INSTALLATION SEQUENCE
10. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE
11. PROPOSED 3'-0" CHAINLINK GATE WITH BARBED WIRE
12. (3) 4"ø RIGID CONDUIT BETWEEN BTS CABINETS (TYPICAL)
    - TELCO W COAX CABLE
    - GROUND & COAX CABLE
    - POWER
13. PROPOSED "PROTECT" CABLE PORT ON BTS BATTERY CABINETS ADJACENT TO CABLE SHROUD
14. REMOVE EXISTING ROCKS AND SOIL AS REQUIRED TO INSTALL EQUIPMENT
15. PROPOSED HOME UTILITY (TELCO AND ELECTRICAL) TRENCH (SHOWN DASHED). PATCH AND REPAIR IN-KIND ASPHALT PAVING TO MATCH EXISTING
16. PROPOSED TELCO AT&T BOX MOUNTED TO WALL
17. PROPOSED "BEHIND-METER" COMBINATION ELECTRICAL SUB-PANEL, GENERATOR LOG CONNECTION, AND MANUAL TRANSFER SWITCH MOUNTED TO UTILITY "HOT-PANEL"
18. PROPOSED FUSED DISCONNECT
19. PROPOSED E-911/GPS ANTENNA MOUNTED TO BLOCK WALL
20. PROPOSED 6"ø CONCRETE FILLED STEEL BOLLARD PAINTED RED. (TYPICAL OF 2)
21. PROPOSED CONCRETE SWALE
22. PROPOSED ASPHALT DRAINAGE DIVERTER AT BERM OR SWALE
23. PROPOSED COAXIAL CABLE SHROUD
24. PROPOSED LOCATION OF MAIN BUS BAR & DIPLEX FILTER UNITS INSIDE CABLE SHROUD
25. EXISTING SHRUBS TO REMAIN
26. EXISTING CONTOURS SHOWN AT 1'-0" INTERVALS
27. EXISTING PINE TREE TO REMAIN
28. EXISTING ASPHALT PAVING
29. EXISTING 6" AC BERM
30. EXISTING WATER VALVES
31. EXISTING WATER TANK
32. EXISTING NATIVE LANDSCAPE TO REMAIN
33. FUTURE VERIZON WIRELESS GENERATOR (BY OTHERS)
34. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER
35. EXISTING LADDER
36. EXISTING VAULT
37. PROPOSED LEASE AREA AND SIDE
38. STEP DOWN PROPOSED RETAINING WALL 7'-0" (9'-0" TO 7'-0")
39. EXISTING VAULT AIR VENTS (TYPICAL OF 2)

APPROVED

MAY 18 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

5925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

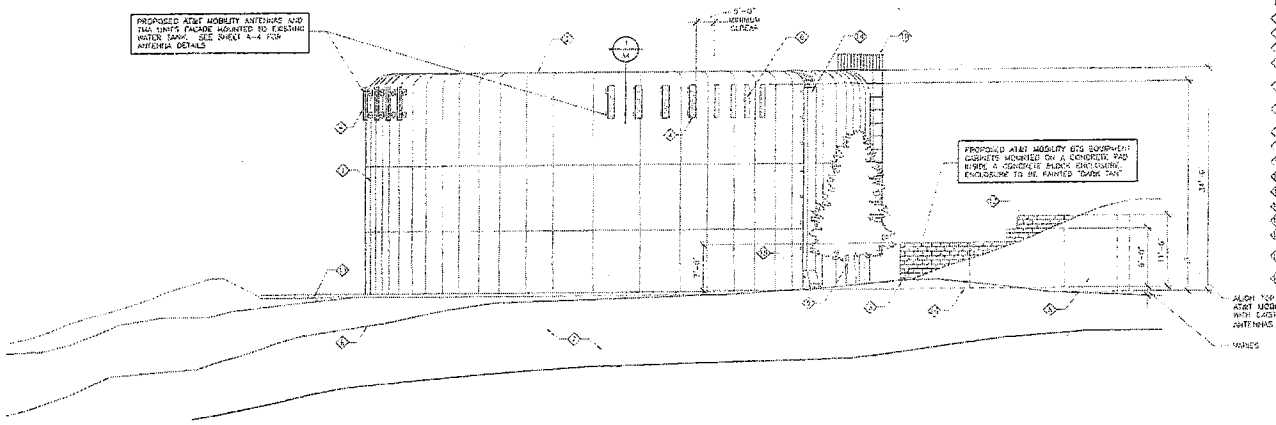
07/18/05	PRELIM ZD REVIEW (bl)
07/25/05	FINAL ZD REVIEW (rem)
08/17/05	ZD REVISIONS (kar)
11/21/05	OWNER COMMENTS (rm)
02/28/06	PLANNING SUBMITTAL (ra)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/09/06	REVISED ZD (tal)
10/12/06	REVISED ZD (al)
11/02/06	REVISED ZD (el)
02/01/06	REVISED ZD (el)
02/05/06	REVISED ZD (cc)
02/19/06	CABINET SPECIFICATION (ca)
06/18/08	PLANNING COMMENTS (el)
06/18/08	PLANNING COMMENTS (ca)
06/13/08	REVISED ZD (el)
07/10/08	REVISED ZD (ca)
10/21/08	PLANNING COMMENTS (ca)

SHEET TITLE

BTS EQUIPMENT PLAN
&
WALL SECTION

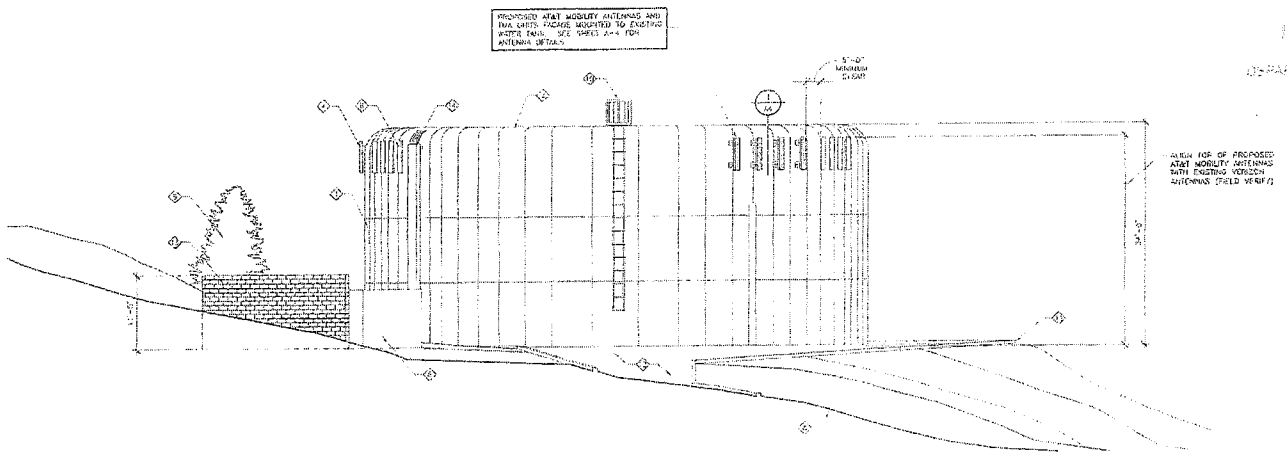
PROJECTS\atat\SS0631ca-SS0631A1.dwg

A-1



WEST ELEVATION

SCALE: 1/8"=1'-0"



SOUTH ELEVATION

SCALE: 1/8"=1'-0"

KEYED NOTES

1. EXISTING 34'-0" HIGH WATER TANK
2. TOP OF WATER TANK
3. PROPOSED CONCRETE BLOCK ENCLOSURE
4. PROPOSED AT&T MOBILITY FACADE MOUNTED ANTENNAS
5. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS SHELTER
6. EXISTING VERIZON WIRELESS FACADE MOUNTED ANTENNAS
7. EXISTING NATIVE LANDSCAPE TO REMAIN
8. EXISTING DEADS
9. EXISTING FIRE PIPIT TO REMAIN
10. EXISTING METAL LADDER
11. EXISTING 6' AC BERM
12. EXISTING ASPHALT ACCESS ROAD
13. EXISTING CONCRETE BLOCK RETAINING WALL
14. PROPOSED FACADE MOUNTED VERTICAL COAX CABLE CHASE TO TOP OF TANK
15. PROPOSED COAXIAL CABLE EXHIBIT AT BASE OF WATER TANK
16. TOP OF PROPOSED SLAB

APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDSCAPE APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

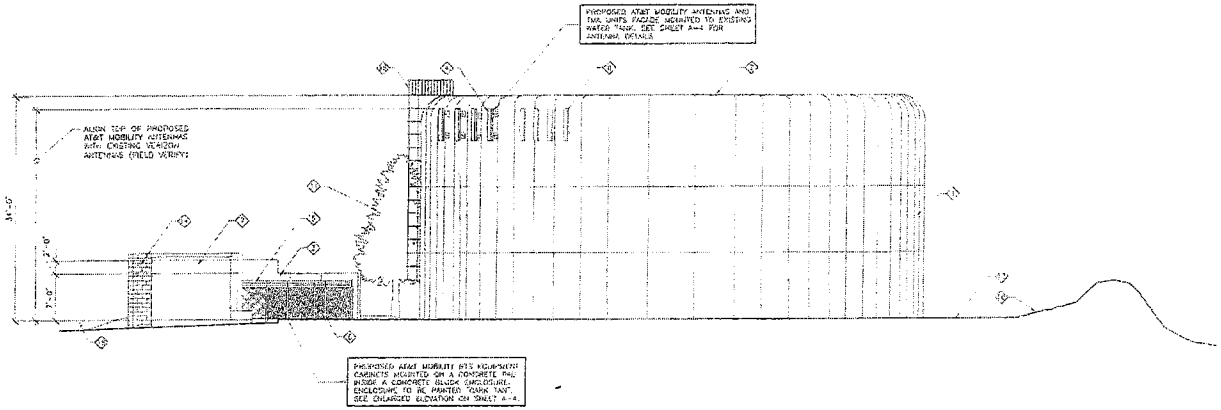
07/16/05	PRELIM ZD REVIEW (at)
07/25/05	FINAL ZD REVIEW (rew)
08/17/05	ZD REVISIONS (bar)
11/21/05	OWNER COMMENTS (rea)
02/22/06	PLANNING SUBMITTAL (at)
05/01/06	REVISED ZD (ra)
06/06/06	REVISED ZD (ra)
08/05/06	REVISED ZD (ra)
10/05/06	REVISED ZD (ras)
10/12/06	REVISED ZD (at)
11/22/06	REVISED ZD (at)
02/01/08	REVISED ZD (ai)
02/26/08	REVISED ZD (ga)
04/18/08	PLANNING COMMENTS (at)
06/10/08	PLANNING COMMENTS (ga)
06/12/08	REVISED ZD (at)
07/10/08	REVISED ZD (ga)
10/21/08	PLANNING COMMENTS (ga)

SHEET TITLE

EXTERIOR ELEVATIONS

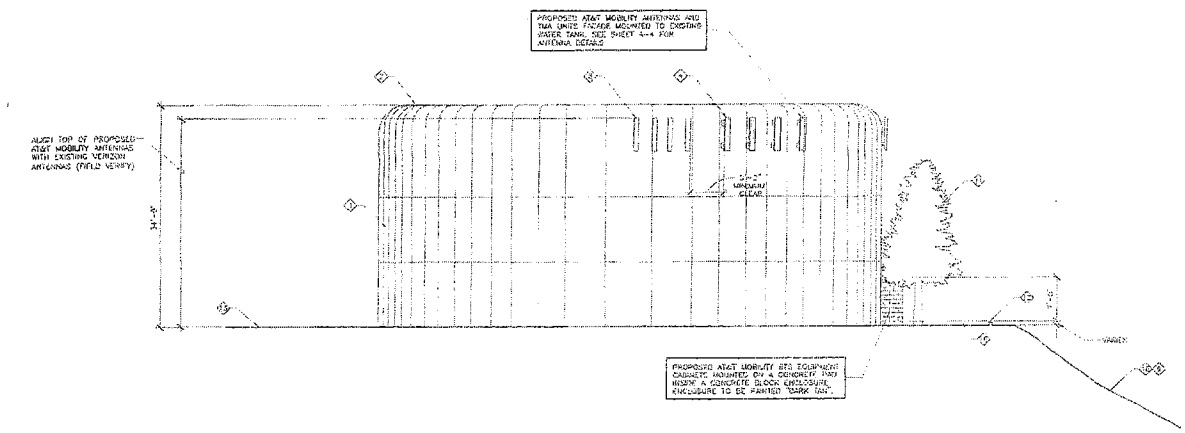
PROJECTS\0631\0509134\0509134A2.dwg

A-2



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

KEYED NOTES

1. EXISTING 24'-0" HIGH WATER TANK
2. TOP OF WATER TANK
3. PROPOSED CONCRETE BLOCK ENCLOSURE
4. PROPOSED AT&T MOBILITY FACADE MOUNTED ANTENNAS PER PLAN
5. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE
6. PROPOSED 3'-0" WIDE CHAINLINK GATE WITH BARBED WIRE
7. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS FACILITY
8. EXISTING VERIZON WIRELESS FACADE MOUNTED ANTENNAS
9. EXISTING NATIVE LANDSCAPE TO REMAIN
10. EXISTING GRADE
11. EXISTING PINE TREE TO REMAIN
12. EXISTING 6" AC BERM
13. EXISTING ASPHALT ACCESS ROAD
14. EXISTING CONCRETE BLOCK RETAINING WALL
15. EXISTING METAL LADDER
16. TOP OF PROPOSED SLOPE

APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1687 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

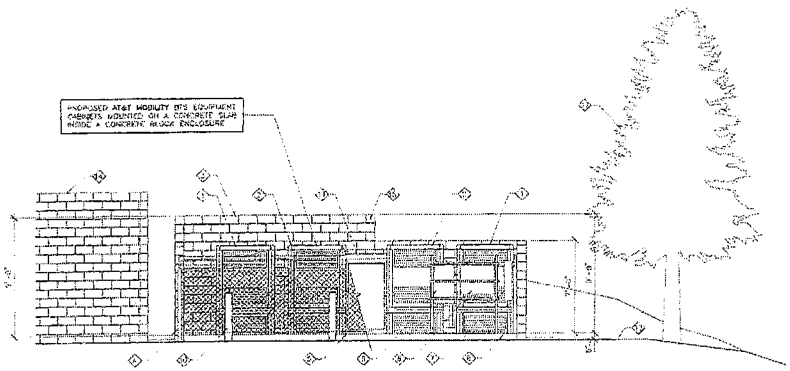
01/18/05	PRELIM ZD REVIEW (sl)
01/25/05	FINAL ZD REVIEW (rw)
06/17/05	ZD REVISIONS (kc)
11/21/05	OWNER COMMENTS (rm)
02/22/06	PLANNING SUBMITTAL (de)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/09/06	REVISED ZD (lcs)
10/15/06	REVISED ZD (sl)
11/02/06	REVISED ZD (sl)
02/01/08	REVISED ZD (ec)
02/29/08	REVISED ZD (ma)
04/16/08	PLANNING COMMENTS (sl)
06/16/08	PLANNING COMMENTS (dc)
06/12/08	REVISED ZD (sl)
07/16/08	REVISED ZD (ma)
10/31/08	PLANNING COMMENTS (ec)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECTS\at&t\09091\dwg\09091EA3.dwg

A-3

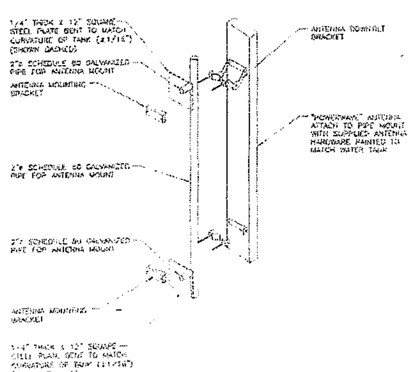


BTS EQUIPMENT ELEVATION

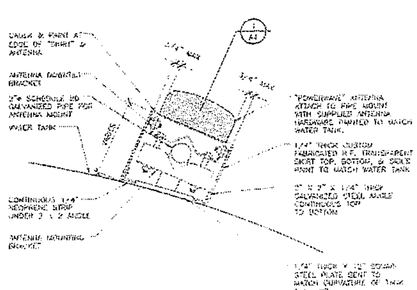
SCALE: 1/4" = 1'-0"

KEYED NOTES:

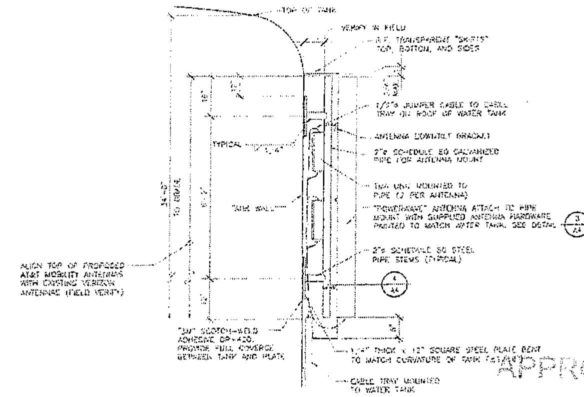
1. PROPOSED AT&T MOBILITY BTS EQUIPMENT CABINET ON A BATTERY BASE FRAME (TYPICAL OF 4) CABINET WEIGHT 2619 LBS EACH
2. PROPOSED AT&T MOBILITY UMTS EQUIPMENT CABINET ON A BATTERY BASE SHROUD, (TYPICAL OF 2) CABINET WEIGHT 2714 LBS EACH
3. PROPOSED CONCRETE BLOCK RETAINING WALL ENCLOSURE FOR AT&T MOBILITY BTS EQUIPMENT ENCLOSURE TO BE PAINTED "DARK TAN"
4. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE (PORTION OF FENCE REMOVED FOR CLARITY)
5. PROPOSED 3'-6" CHAINLINK GATE WITH BARBED WIRE (REMOVED FOR CLARITY)
6. (3) 3"ø RIGID CONDUIT BETWEEN BTS CABINETS (TYPICAL)
   - TELCO & COAX CABLE
   - GROUND & COAX CABLE
   - POWER
7. PROPOSED TELCO SPLICE BOX MOUNTED TO UTILITY "H-FRAME"
8. PROPOSED "BENJAMIN" COMBINATION ELECTRICAL SUB-PANEL, GENERATOR LUG CONNECTION, AND MANUAL TRANSFER SWITCH MOUNTED TO UTILITY "H-FRAME"
9. PROPOSED FUSED DISCONNECT
10. PROPOSED 6"ø CONCRETE FILLED STEEL BOLLARD PAINTED RED (TYPICAL OF 2)
11. PROPOSED COAX CABLE SHROUD WITH MAIN GROUND BUS BAR AND DIPLEX FILTER INSIDE
12. EXISTING PINE TREE TO REMAIN
13. EXISTING GRADE
14. EXISTING CONCRETE BLOCK RETAINING WALL
15. STEP DOWN PROPOSED RETAINING WALL 2'-0" (0'-0" TO 7'-0")



ANTENNA MOUNTING DETAIL — SCALE 1-1/2" = 1'-0" — 3



TYPICAL ANTENNA SKIRT — SCALE 1-1/2" = 1'-0" — 2



APPROVED
MAY 08 2009
DEPARTMENT OF PLANNING AND LAND USE

NOTES:

1. SEE ADHESIVE SPECIFICATIONS BELOW
2. SANDBLASTING/GRINDING ON THE TANK WILL BE PERFORMED PER OTAY WATER DISTRICT PROVIDED SPECIFICATIONS
3. ANY ATTACHMENTS ON DISTRICT FACILITIES SHALL BE DONE WITH A TWO PART EPOXY ADHESIVE APPROVED BY THE DISTRICT ENGINEERING STAFF THROUGH A SUBMITTAL PROCESS, PRIOR TO ITS USE
4. THE AT&T MOBILITY CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A COPY OF THE PULL TEST SPECIFICATIONS THAT WILL BE USED
5. THE AT&T MOBILITY CONTRACTOR SHALL NOTIFY THE DISTRICT TWO BUSINESS DAYS PRIOR TO THE PULL TEST, SO THE TEST CAN BE WITNESSED. THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A CERTIFIED COPY OF THE PULL TEST REPORT.
6. THE DISTRICT REPRESENTATIVE SHALL PROVIDE TO THE AT&T MOBILITY COATING INFORMATION THAT WOULD CONTAIN: TYPE AND COLOR OF THE COATING MATERIAL AS WELL AS SUPPLIER/MANUFACTURER INFORMATION
7. ALL PROPOSED PAINT COATINGS TO BE USED ON THE TANK AND ANY BRACKETS EPOXIED TO THE TANK, SHALL BE SUBMITTED TO THE DISTRICT PER PROVIDED SUBMITTAL OUTLINE. THE CONTRACTOR SHALL PROVIDE TO THE DISTRICT A LETTER FROM THE PAINT MANUFACTURER STATING: THEIR PRODUCT IS COMPATIBLE WITH THE EXISTING COATING ON THE TANK.
8. THE AT&T MOBILITY CONTRACTOR WILL NOT BE ALLOWED TO USE THE EXISTING FIXED LADDER ON THE TANK AT ANY TIME. THE CONTRACTOR SHALL PROVIDE FOR THEIR OWN USE A MECHANICAL LIFTING DEVICE THAT WOULD ALLOW THEM TO ACCESS TO THE TANKS ROOF/SURFACES WITHOUT CAUSING DAMAGE
9. PAINT TOUCH-UP AT POINTS OF CONNECTION AS DIRECTED BY AT&T MOBILITY CONSTRUCTION MANAGER

GENERAL

1. 3M "SCOTCH-WELD" DP-420 EPOXY ADHESIVE IS A HIGH PERFORMANCE, TWO PART ADHESIVE WITH OUTSTANDING SHEAR AND PEEL ADHESION WITH VERY HIGH DURABILITY. "SCOTCH-WELD" DP-420 IS MANUFACTURED UNDER A 3M QUALITY SYSTEM REGISTERED TO ISO 9002 STANDARDS.
2. THE STRUCTURAL INTEGRITY OF THIS INSTALLATION IS DIRECTLY RELATED TO THE CAREFUL FABRICATION OF PARTS AND THE CAREFUL PREPARATION OF CONTACT SURFACES.
3. CONTINUOUS SPECIAL INSPECTION IN ACCORDANCE WITH UBC SECTION 1701.5 IS SHALL BE PROVIDED DURING SURFACE PREPARATION, APPLICATION OF ADHESIVE, AND INSTALLATION OF PARTS.

ADHESIVE

1. 3M "SCOTCH-WELD" DP-420 OFF-WHITE EPOXY ADHESIVE SHALL BE USED FOR ALL PLATE TO TANK ATTACHMENTS SHOWN OR DESCRIBED IN THESE PLANS AND DETAILS.
2. CONTRACTOR SHALL VERIFY WITH SUPPLIER THAT ADHESIVE HAS NOT EXCEEDED ITS SHELF LIFE (15 MONTHS) PRIOR TO PURCHASE OR PRIOR TO USE IN THE FIELD.
3. ALL OPENED AND UNOPENED ADHESIVE CONTAINERS SHALL BE STORED AT BETWEEN 60°F AND 80°F. OPENED ADHESIVE CONTAINERS SHALL BE USED WITHIN 72 HOURS

CONTACT PLATES

1. FABRICATE CONTACT PLATES FROM NEW, UNUSED STEEL STOCK TO DIMENSIONS INDICATED ON PLANS AND DETAILS.
2. ALL CONTACT PLATES WIDER THAN 3" SHALL BE BENT TO MATCH THE EXACT CURVATURE OF THE EXISTING TANK
3. DO NOT GALVANIZE ANY SURFACE OF THE STEEL PLATES THAT WILL BE IN THE CONTACT SURFACE AREA BETWEEN THE TANK AND THE PLATES.

ADHESIVE PREPARATION

1. ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
2. MIX DP-420 ADHESIVE USING AN EPX APPLICATOR AND EPX MIXING NOZZLES. ANY HAND-MIXING SHALL ONLY BE DONE WITH NEW, CLEAN, WOOD TONGUE DEPRESSOR TYPE STICKS.
3. MIX EACH BATCH OF ADHESIVE SEPARATELY IN A COMMERCIAL TYPE THROW-AWAY PAPER MIXING CUP AVAILABLE FROM THE SUPPLIER.
4. MIX ONLY ENOUGH ADHESIVE THAT CAN BE USED FOR INSTALLATION IN A 10 MINUTE PERIOD.

FINISH

- PRIME AND PAINT COMPLETED ASSEMBLIES TO MATCH EXISTING ADJACENT TANK SURFACE IN ACCORDANCE WITH THE OTAY WATER DISTRICT SPECIFICATIONS. [illegible]
- CONTRACTOR SHALL PROVIDE PAINT COLOR SAMPLES AND SPECIFICATIONS TO THE OTAY WATER DISTRICT FOR APPROVAL PRIOR TO APPLICATION. [illegible]

SURFACE PREPARATION

1. ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
2. ON THE DAY OF INSTALLATION, THE ENTIRE CONTACT AREA OF EACH PLATE, ALL EDGES OF EACH PLATE AND THE ENTIRE CONTACT AREA ON THE TANK PLUS A 3" MARGIN ALL AROUND THE PROPOSED PLATE CONTACT AREA SHALL BE PREPARED AS FOLLOWS:
   - A. REMOVE ALL PAINT, RUST, SCALE, PRIMER, OIL AND ANY OTHER CONTAMINANTS AND USING 220 GRIT OR ROUGHER SAND PAPER, SAND THE ENTIRE AREA OF BOTH SURFACES TO A BRIGHT, SHINY, RAW-STEEL CONDITION
   - B. WIPE ALL CONTACT SURFACES WITH AN ISOPROPYL ALCOHOL SOAKED SWAB.
   - C. NO MORE THAN 30 MINUTES PRIOR TO APPLICATION OF ADHESIVE, WIPE ALL CONTACT SURFACES WITH A METHYL ETHYL KETONE (MEK) SOAKED SWAB, ABRADE WITH A 3M SCOTCH-BRITE SCOURING PAD AND WIPE THOROUGHLY WITH A NEW, CLEAN MEK SOAKED SWAB.
   - D. ALLOW SOLVENT TO EVAPORATE BEFORE APPLYING ADHESIVES.
3. IF CLEANED SURFACES ARE TOUCHED BY BARE HANDS OR CONTAMINATED IN ANY WAY, REPEAT CLEANING PROCESS.

ASSEMBLY

1. USING A NEW CLEAN DISPOSABLE APPLICATOR BRUSH, APPLY A .005" THICK LAYER OF ADHESIVE TO EACH CONTACT SURFACE AND PRESS TOGETHER IMMEDIATELY. USE A NEW BRUSH FOR EACH BATCH OF ADHESIVE.
2. WHILE APPLYING FIRM PRESSURE INTO PLATE, WIGGLE CONTACTED SURFACES IN A CLOCKWISE / COUNTER-CLOCKWISE ROTATION APPROXIMATELY 1/4" EACH WAY, 2 OR 3 TIMES TO EVEN ADHESIVE DISTRIBUTION BETWEEN PARTS. ADHESIVE SHOULD OOZE OUT SLIGHTLY FROM EDGES ALL AROUND PLATES.
3. USING INDUSTRIAL FIXTURING MAGNETS WITH A MINIMUM PULL-OUT STRENGTH OF 50 LBS. ON EACH SIDE OF EACH PLATE AS ANCHORS, STRETCH ELASTIC STRAPS ACROSS BONDED PLATE TO HOLD IN PLACE. SPACERS MAY BE REQUIRED ON TOP OF PLATES TO PROVIDE LEVERAGE AND SUSTAIN PRESSURE ON ASSEMBLY.
4. TROWEL A 1/4" FILLET AT THE INTERSECTION BETWEEN TANK AND EDGES OF PLATE AND WIPE AWAY EXCESS ADHESIVE.

LOAD TESTING

1. ALLOW BONDED ASSEMBLIES 48 HOURS TO CURE BEFORE SUBJECTING TO ANY LOADS OR LOAD TESTING
2. ALL ASSEMBLIES SHALL BE LOAD TESTED AS FOLLOWS:
   - TENSION TEST (PULL-OUT) AT ANTENNA PLATES SHEAR TEST AT ANTENNA PLATES
   - TENSION TEST (PULL-OUT) AT CABLE TRAY SUPPORTS SHEAR TEST AT CABLE TRAY SUPPORTS

ANTENNA MOUNTING & ADHESIVE SPECIFICATIONS — SCALE NO SCALE — 1

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/15/05	PRELIM ZD REVIEW (al)
07/25/05	FINAL ZD REVIEW (raw)
08/17/05	ZD REVISIONS (kar)
11/21/05	OWNER COMMENTS (ral)
02/22/06	PLANNING SUBMITTAL (al)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/03/06	REVISED ZD (rds)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (al)
02/01/08	REVISED ZD (al)
02/20/08	REVISED ZD (ao)
04/18/08	PLANNING COMMENTS (al)
06/10/08	PLANNING COMMENTS (ao)
07/10/08	REVISED ZD (co)
10/21/08	PLANNING COMMENTS (co)

SHEET TITLE

BTS EQUIPMENT ELEVATION & ANTENNA DETAILS

PROJECTS\att\0500128\0500128A4.dwg

A-4

Title Report

PREPARED BY: LANDAMERICA LAWYERS TITLE
ORDER NO. 02000-215
REPORT DATED: JUNE 1, 2005

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:
THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, BEARING THEREON SOUTH 89°59'45" WEST, 591.06 FEET FROM THE NORTH QUARTER OF SAID SECTION; THENCE SOUTH 0°00'17" EAST, 1833.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°41'14" WEST, 210.00 FEET; THENCE SOUTH 51°16'46" EAST, 222.60 FEET; THENCE NORTH 89°41'14" EAST 210.00 FEET; THENCE NORTH 51°16'46"W, 222.60 FEET TO THE TRUE POINT OF BEGINNING

PARCEL B:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION BEARING THEREON NORTH 89°59'45" EAST 500.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF BURRIS DRIVE; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION NORTH 89°59'45" EAST 80.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF BURRIS DRIVE; THENCE SOUTH 41°00'14" WEST 345 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM SAID BEGINNING BEARING SOUTH 49°59'30" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°00'00", A DISTANCE OF 31.84 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 197°00'00", A DISTANCE OF 103.07 FEET TO A POINT NORTHWESTERLY KNOWN AS POINT "A"; THENCE CONTINUING ALONG THE ARC OF SAID 60.00 FOOT RADIUS CURVE, WESTERLY AND NORTHERLY THROUGH A CENTRAL ANGLE OF 121°00'00", A DISTANCE OF 126.61 FEET TO A LINE TANGENT; THENCE NORTH 41°00'14" EAST ALONG SAID TANGENT LINE 8.34 FEET TO THE POINT OF BEGINNING.
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

PARCEL C:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN A STRIP OF LAND 40.00 FEET WIDE, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
BEGINNING AT A POINT "A" AS DESCRIBED ABOVE; THENCE SOUTH 10°23'06" WEST 38.51 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°12'45", A DISTANCE OF 110.30 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 109.02 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°35'05", A DISTANCE OF 301.50 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 48°55'12" EAST 131.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 418.75 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°55'00", A DISTANCE OF 146.17 FEET TO A LINE TANGENT; THENCE SOUTH 11°20'12" EAST ALONG SAID TANGENT LINE 258.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'00", A DISTANCE OF 68.09 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00", A DISTANCE OF 57.60 FEET TO A LINE TANGENT; THENCE SOUTH 13°59'12" EAST ALONG SAID TANGENT LINE 58.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEAST, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 175°10'00", A DISTANCE OF 610.17 FEET TO A POINT NORTHWESTERLY KNOWN AS POINT "B" TO WHICH POINT A RADIAL LINE BEARS SOUTH 74°50'14" WEST, SAID POINT ALSO BEING THE TERMINUS OF THE FOREGOING DESCRIBED LINE. THE SIDELINES OF THE 40 FEET WIDE STRIP OF LAND TO BE LENGTHENED NORTHERLY TO TERMINATE AT THE 34 FEET RADIUS CURVE OF PARCEL "A".
(BLANKET IN NATURE OVER QUAIRE DRIVE - PRIVATE ROAD)

PARCEL D:
THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT POINT "B" AS DESCRIBED ABOVE;
THENCE SOUTH 71°59'46" WEST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 71°59'46" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°55'35", A DISTANCE OF 112.40 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°03'44", A DISTANCE OF 21.18 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°37'30", A DISTANCE OF 84.84 FEET TO A POINT NORTHEASTERLY KNOWN AS POINT "C"; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 197°27'55", A DISTANCE OF 137.45 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°41'50", A DISTANCE OF 18.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°46'02", A DISTANCE OF 17.79 FEET TO THE END OF SAID CURVE; TO WHICH POINT A RADIAL LINE BEARS NORTH 71°59'46" EAST; THENCE SOUTH 71°59'46" WEST 20.00 FEET TO POINT "E" AND THE POINT OF BEGINNING.
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

PARCEL E:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN A STRIP OF LAND 30.00 FEET WIDE LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT POINT "C" AS DESCRIBED ABOVE; THENCE NORTH 89°59'51" WEST 72.12 FEET; THENCE NORTH 59°09'07" WEST 247.70 FEET; THENCE SOUTH 60°55'14" WEST 65.32 FEET; THENCE SOUTH 57°17'12" WEST 16.25 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED LINE.
THE NORTHERLY SIDE OF THE HEREIN DESCRIBED 30.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED ON THE EAST TO TERMINATE AT THE 40.00 FOOT RADIUS CURVE OF PARCEL "D".
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

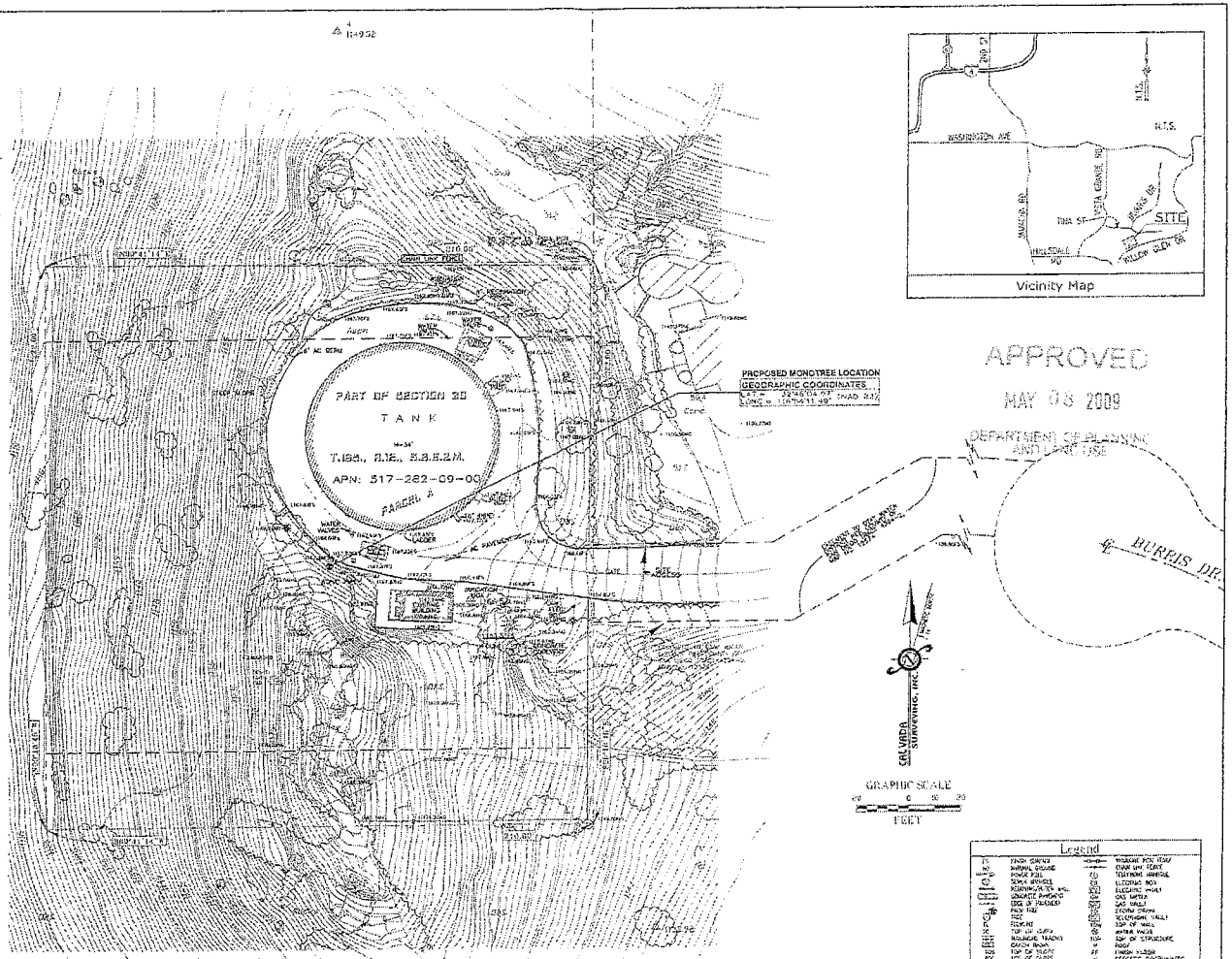
Easements

(1) AN EASEMENT IN FAVOR OF THE PUBLIC OVER ANY EXISTING ROADS LYING WITHIN SAID LAND.
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

(2) AN EASEMENT FOR A 20 FOOT ROAD, RECORDED MAY 16, 1962 IN BOOK 7251 PAGE 76, OF OFFICIAL RECORDS. (DOES NOT AFFECT)

(3) AN EASEMENT FOR ROAD PURPOSES, RECORDED FEBRUARY 4, 1963 AS INSTRUMENT NO. 23-030417 AND RE-RECORDED 30-DAY OF OFFICIAL RECORDS. (NOT PLOTTABLE)

(4) AN EASEMENT FOR BURRIS RIDGE - A PRIVATE STREET PURPOSES, RECORDED FEBRUARY 7, 1978. (BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)



Legend

	FINISH CONTOUR		MONUMENT PER TRACT
	NATURAL GROUND		CLEAN OUT TOPOT
	POWER POLE		TELEPHONE JUNCTION
	SERVICE METERED		ELECTRIC BOX
	FIRE HYDRANT		ELECTRIC PEDEST
	CONCRETE PAVEMENT		GAS METER
	EDGE OF PAVEMENT		GAS VALVE
	FACE FILL		STORM DRAIN
	TOE		TELEPHONE PEDEST
	SCALE HT		TOP OF WALL
	TOP OF CURB		WATER VALVE
	BUILDING TRACING		TOP OF STRUCTURE
	GRATED DRAIN		POST
	TOP OF TRENCH		FINISH FLOOR
	TOE OF FILL		GEODETIC COORDINATES
	PROPERTY LINE		TOP OF POLE
	FINAL INFORMATION		TRENCH CROSSINGS
	STORMWATER CONNECTION		ELECTRIC TRANSFORMER

Assessor's Parcel No.
517-282-09

Geographic Coordinates as Shown
1927 DATUM: LATITUDE: 33° 46' 03.84" LONGITUDE: 116° 54' 30.42"
1983 DATUM: LATITUDE: 33° 46' 04.07" LONGITUDE: 116° 54' 31.45"

Basis of Bearings
THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM IN 1983, ZONE 6

Access Easement/Lease Area
TO BE DETERMINED

Date of Survey
JUNE 22, 2005

Bench Mark
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE NGS MONUMENT NO. AB4750
ELEVATION = 2603.20 FEET (NGVD 29)

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIVIL/LAN APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
OTAY MONARCH TANK
PROJECT NUMBER
SS0631-02
1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/06/05	FIELD SURVEY	JAC
07/23/05	COORDINATES RELOCATION	MN
04/05/06	TITLE REPORT	MN

SHEET TITLE
TOPOGRAPHIC SURVEY

PROJECT:\SS0631\05051\C1.DWG

C-1

EXHIBIT C

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

DEPICTION AND LEGAL DESCRIPTION OF TEMPORARY TRENCH EASEMENT

Easement Requested? ☑ Yes ☐ No

Easement Granted? ☑ Yes ☐ No

If Easement granted, complete the following information:

For good and valuable consideration, receipt of which is hereby acknowledged, the Otay Water District, as Grantor, hereby grants to New Cingular Wireless PCS, LLC, as Tenant, a temporary 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:

A drawing depicting the Easement is attached hereto. 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 of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises.

The Easement shall **automatically terminate** on the day that is thirty (30) years from the date of the Lease. However, if the Lease is terminated earlier for any reason, the Easement will become unenforceable and, for all purposes, terminate on the date the Lease is terminated.

Grantor reserves the right to use the lands that are subject to the Easement in a manner such that it will not 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 Otay's use of the Property.

Tenant agrees to indemnify, defend and hold harmless the Grantor for any damage to property or person (including death) and any, claim, suit, action, cost or expense arising in connection with the Easement or Tenant's use or installation of any item, line, facility or other thing in connection therewith.

Tenant agrees to maintain the portion of the Property subject to the Easement in substantially the condition it is on the date the Lease is executed, excepting only such changes as are accepted by Otay in writing.

EXHIBIT "A"

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019

PROPOSED UTILITY EASEMENT

A PROPOSED 5.00 FOOT UTILITY EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON THE COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252. SAID PORTION ALSO BEING THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N32°42'36"E, 2.50 FEET; THENCE N57°17'24"W, 3.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°28'30" AND AN ARC DISTANCE OF 36.93 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 72.58 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°52'53". AND AN ARC DISTANCE OF 3.65 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 48.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°07'59" AND AN ARC DISTANCE OF 38.65 FEET; THENCE N30°11'57"E, 7.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 31.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°41'13" AND AN ARC DISTANCE OF 16.60 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 64.73 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°15'23" AND AN ARC DISTANCE OF 64.68 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°13'49" AND AN ARC DISTANCE OF 16.33 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 187.14 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°25'46" AND AN ARC DISTANCE OF 47.13 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°26'43" AND AN ARC DISTANCE OF 20.61 FEET; THENCE S11°14'52"W, 24.92 FEET; THENCE S82°07'03"E, 26.25 FEET TO THE END OF SAID EASEMENT.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:

LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Exp. 12-31-09
STATE OF CALIFORNIA

ARMANDO D. DUPONT,
P.L.S. 7780
REG. EXP. DECEMBER 31, 2009

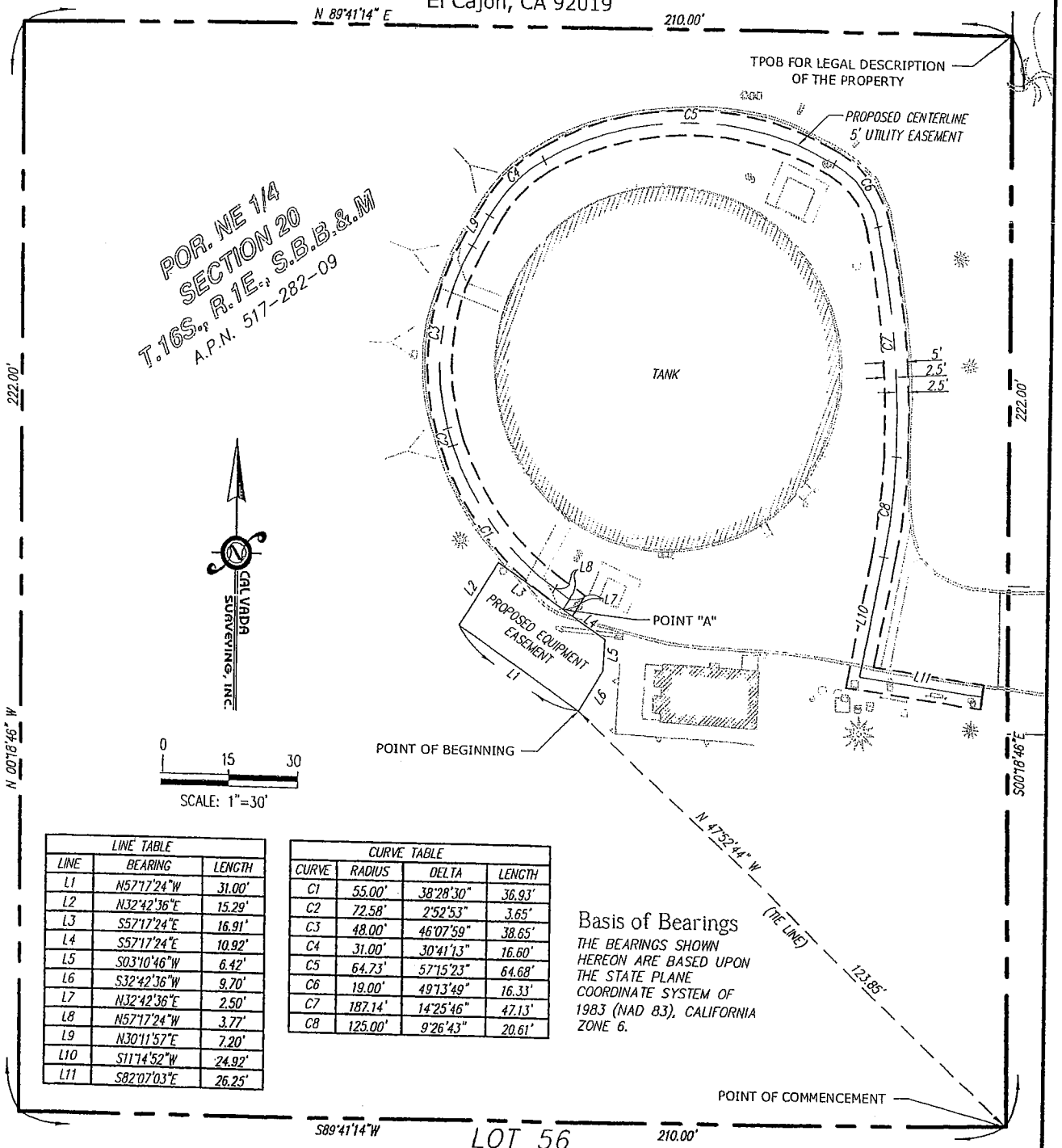
CALVADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT "B"

DEPICTION OF THE PROPERTY- PREMISES - TEMPORARY TRENCH EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019



LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°17'24"W	31.00'
L2	N32°42'36"E	15.29'
L3	S57°17'24"E	16.91'
L4	S57°17'24"E	10.92'
L5	S03°10'46"W	6.42'
L6	S32°42'36"W	9.70'
L7	N32°42'36"E	2.50'
L8	N57°17'24"W	3.77'
L9	N30°11'57"E	7.20'
L10	S11°14'52"W	24.92'
L11	S82°07'03"E	26.25'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	38°28'30"	36.93'
C2	72.58'	2°52'53"	3.65'
C3	48.00'	46°07'59"	38.65'
C4	31.00'	30°41'13"	16.60'
C5	64.73'	57°15'23"	64.68'
C6	19.00'	49°13'49"	16.33'
C7	187.14'	14°25'46"	47.13'
C8	125.00'	9°26'43"	20.61'

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

LOT 56
COUNTY OF SAN DIEGO TRACT 4394-2
MAP NO. 12574

SHEET 4 OF 4

CAL VADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960
FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT D

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

EXHIBIT D

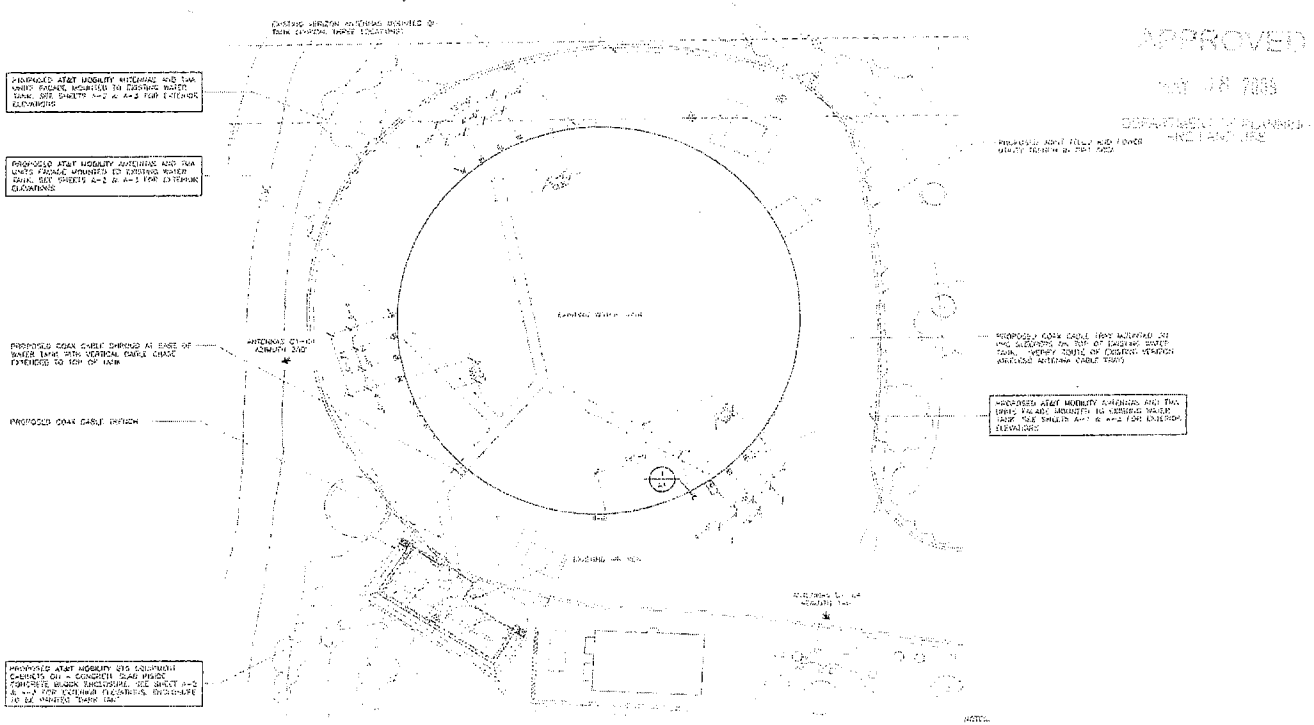
ATTACHMENT A
DEPICTION OF THE TELECOMMUNICATION FACILITIES

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR NUMBER	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	COMMON	[illegible]	SERIAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX CABLE LENGTH	JUMPER LENGTH	COAX SIZE
A1	NORTH	330°	POWER WAVE 7770	17	11'-0"		4	110'-0"	6'-0"	1-5/8"
A2			POWER WAVE 7770							
A3			POWER WAVE 7770							
A4			POWER WAVE 7770							
B1	SOUTHEAST	140°	POWER WAVE 7770	17	11'-0"		4	110'-0"	6'-0"	1-5/8"
B2			POWER WAVE 7770							
B3			POWER WAVE 7770							
B4			POWER WAVE 7770							
C1	SOUTHWEST	250°	POWER WAVE 7770	17	11'-0"		4	110'-0"	6'-0"	1-5/8"
C2			POWER WAVE 7770							
C3			POWER WAVE 7770							
C4			POWER WAVE 7770							
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NOTES:

1. FINAL IDENTIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE.
2. VERIFY ALL ANTENNA MODEL NUMBERS AND MANUFACTURER WITH AT&T MOBILITY.
3. VERIFY SERIAL NUMBER OF ANTENNA WITH AT&T MOBILITY.



APPROVED

[illegible] 2008

DEPARTMENT OF PLANNING AND LAND USE

ENLARGED SITE PLAN

SCALE: 1" = 10'-0"

NOTES:

1. THE LOCATION OF ANTENNAS SHALL BE A MINIMUM OF 10 FEET BELOW ROOF TRIM UNLESS OR AN ARCHITECTURAL FEATURE EXISTS OR REQUIRED TO BE USED OR MODIFIED BY THE NORMAL MAINTENANCE OF ROOF TRIM.
2. ALL MOUNTED COAX CABLE TRAYS SHALL BE LOCATED IN A WAY THAT PROVIDES A MINIMUM 3 FOOT CLEARANCE HORIZONTAL SEPARATION FROM THE TANK ROOF ATTACHMENT OR ALL TRAYS STORED ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF SIXTY (60) SUBSTANCE THE TRAY AND LOCK AT THE BEGINNING AND END OF EACH PIECE AND AT 2 FOOT INTERVALS. EACH SECTION OF THESE COVERS WILL BE CLEARLY AND PERMANENTLY MARKED IN A WAY THAT IDENTIFIES THE OWNER.
3. UNDER NO CIRCUMSTANCES ARE SPLICING OR SPLICES TO BE ALLOWED ON COAX CABLES.
4. [illegible] THE TANK WILL BE INSPECTED [illegible] THE PROJECT WILL PROVIDE A DETAILED DATA SHEET OF REPORTED TANK INTERIOR. SHEET WILL INCLUDE AND DOCUMENT AT AT&T MOBILITY EXPENSE AND A [illegible] DOCUMENT [illegible] OF PROVIDED TO THE OWNER. ALL TOOLS [illegible] THE [illegible] AND SUBSEQUENT [illegible] OF THE [illegible] AT&T MOBILITY EQUIPMENT.

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

[illegible]

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/19/05	FIELD ZD REVIEW (al)
07/25/05	FINAL ZD REVIEW (rmw)
08/17/05	ZD REVISIONS (rml)
11/21/05	OWNER COMMENTS (rml)
02/22/06	PLANNING SUBMITTAL (al)
05/01/06	REVISED ZD (rd)
05/05/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/04/06	REVISED ZD (cdc)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (rj)
02/02/04	REVISED ZD (cl)
02/26/06	REVISED ZD (cc)
06/18/06	PLANNING COMMENTS (dj)
06/19/06	PLANNING COMMENTS (cc)
06/12/08	REVISED ZD (cl)
07/10/08	REVISED ZD (cc)
10/21/08	PLANNING COMMENTS (cc)

SHEET TITLE

ENLARGED SITE PLAN

PROJECT FOLDER: C:\[illegible]

A-0.1

EXHIBIT D

ATTACHMENT B
PERMITS

APPLICANT TO COMPLETE THIS SIDE - *PLEASE PRINT FIRMLY WITH BALLPOINT PEN*

BUILDING PROJECT IDENTIFICATION

1 Site Address: 11699 Burris Dr. Ste. C — Assessor's Parcel No.: 517-282-09

Owner's Name: AT&T Mobility — Telephone Number: (858) 824-9600

Owner's Mailing Address: 5738 Pacific Center Blvd — Zip Code: 92121

2 LICENSED CONTRACTOR DECLARATION - I hereby affirm that I am licensed under provisions of Chapter 9 of Division 3 of the State of California Business and Professions Code, commencing with Sec. 7000, and my license is in full force and effect.

Signature: Omega Comm Co — Date: 11 Aug-09

CALIFORNIA LICENSED CONTRACTOR INFORMATION

3 Contractor's Name: Overland Contracting Inc — Telephone Number: 913.458.9422

CA License Class: A — CA License Number: 738367

Contractor's Mailing Address: 11401 Lamar Lasae Depart PO Overland Parks 66213

OWNER-BUILDER DECLARATION - I hereby affirm that I am exempt from the Contractor's State License Law for one of the following reasons:

4 ☐ I, as owner of the property, building or improving structure thereon, or appurtenances thereto, will do the work myself or through my own employees with wages as their sole compensation. None of the structures, with or without the appurtenances thereto, are intended or offered for sale (Sec. 7044(a), Business and Professions Code). NOTICE TO APPLICANT: In all actions brought in the Contractor's State License Law, proof of the sale or offering for sale of any structure by the owner-builder within one year after completion of same constitutes a rebuttable presumption affecting the burden of proof that such structure was undertaken for purposes of sale. Proof of the sale or offering for sale of five or more structures by the owner-builder within one year after completion generally constitutes a conclusive presumption that the structures were undertaken for purposes of sale (Sec. 7044(c)(3), Business and Professions Code).

5 ☐ I, as owner of the property, building or improving structures thereon, or appurtenances thereto, will contract with a contractor(s) or subcontractor(s) licensed pursuant to the Contractors' State License Law to construct the project. I will not construct more than four (4) single-family residential structures which are intended or offered for sale within a calendar year, except that such limitation shall not apply if I contract with a general contractor for the construction (Sec. 7044(b), Business and Professions Code).

6 ☐ I am a homeowner improving my principal place of residence, or appurtenances thereto, and the following conditions exist: (1) the work will be performed prior to sale, (2) I have resided in the residence for the twelve months prior to completion of the work, and (3) I have not used this exemption from the Contractor's State License Law on more that two structures more than once during any three year period (Sec. 7044(c), Business and Professions Code).

7 NOTICE TO APPLICANT: Sec. 7031.5 of the Business and Professions Code specifies that each county or city which requires the issuance of a permit as a condition precedent to the construction, alteration, improvement, demolition or repair of any building or structure shall also require that each applicant for such a permit file as a condition precedent to the issuance of a permit a statement which he or she has prepared and signed stating that the applicant is licensed under the provisions of the Contractor's State License Law, or, if the applicant is exempt from the provisions of the Contractor's State License Law, the basis for the alleged exemption. Any violations of Sec. 7031.5 by any applicant for a permit shall be subject to a civil penalty of not more than five hundred dollars ($500).

Owner's Signature: _____ Date: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

☑ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

8 Carrier: Zurich America — Policy Number: WC 4464135 3

(This section need not be completed if the permit is for one hundred dollars ($100) or less)

☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Applicant's Signature: _____ Date: _____

WARNING: Failure to secure worker's compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000), in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest and attorney's fees.

CONSTRUCTION LENDING AGENCY

9 I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name: _____ Lender's Address: _____

10 I certify that I have read this application and state that the above information is correct. I agree to comply with all county ordinances and state laws relating to building construction, and hereby authorized representatives of this county to enter upon the above-mentioned property for inspection purposes.

Applicant's Signature: Bustillos Suarez Architecture — Date: 11/16/09

Applicant's Address: PO Box 4451, Chula Vista CA 92018

Site Address: 11699 Burris Dr. Ste. C — Log No. 1617-20090128 0157

Cross Street: Tina St. — Community: El Cajon

THOMAS BROS: 1272 - D2

Class Code: 9311 — Use of Structure: Wireless Site

	DESCRIPTION	AREA	VALUATION
BUILDING	X02	1	$175,000
		273	

	FEE	DESCRIPTION
ELEC		100 Amp
PLMB		
MECH		
MISC		

WWDP No. or Sewer Receipt No. or Department of Environmental Health approval: N/A

USE REGULATIONS	A70	
NEIGHBORHOOD REGS.	1	
DEVELOPMENT REGS. Density	5	
Lot Size	20 AC	
Building Type	C	
Max. Floor Area	–	
Floor Area Ratio	–	
Height	C	
Coverage	–	
Setback	C	
Open Space	–	
SPECIAL AREA REGS.	–	

MINIMUM STRUCTURE SETBACK

FY C.O. — C P/L L.IS 15

ES 35 — C P/L L.R 25

☐ Discretionary Permit Number

P08 066 (AT+T)

Legal Description

Plans approved by: REM — Date: 08/04/09

Zoning approved by: J Downs — Date: 08/10/09

Application approved by: V Mattoty — Date: 08/10/09

COUNTY OF SAN DIEGO
DEPARTMENT OF PLANNING AND LAND USE
BUILDING DIVISION
24 Hour Inspection Request Line 1-800-351-2551

SAN DIEGO OFFICE
5201 RUFFIN ROAD, SUITE B
SAN DIEGO, CA 92123-1666
(858) 565-5920

PERMIT APPLICATION

Distribution: White - Inspector
Yellow - Permittee

COUNTY OF SAN DIEGO
DEPT. OF PLANNING AND LAND USE
BUILDING DIVISION
5201 Ruffin Road. Suite B
San Diego, CA 92123-1666
(858)565-5920

FEE STATEMENT

Permit Type & Number: 1019 - 20090139 **Statement Date:** 11 AUG 2009
Permit Description: PERMIT-COMMERCIAL
Project Name:
Permit Owner Name: AT&T MOBILITY
Site Address: 1697 BURRIS DR
El Cajon, CA 92020
APN: 517-282-09-00

Project No:
Client No:

Project Description/Scope
Cross street: TINA ST.

Description of Work: UNMANNED CELL SITE NEW 273 SQFT CONCRETE BLOCK ENCLOSURE WITH 3 EQUIPMENT CABINETS, & 12 NEW ANTENNAS FACADE MOUNTED ON AN EXISTING WATER TANK & NEW 200 AMP METER FOR AT&T MOBILITY

Fee/Deposit Details

Valuation: $125,000.00

Fee Code	Description	Acct. Code	Amount
1CO0016XXO	STATE FEE (COMMERCIAL)	1006372-995-10	7.65
1CO0017XXO	SEISMIC FEE (COMMERCIAL)	1006372-995-10	26.25
1CO0021XXO	GREEN BLDG FEE (RES & COMM)	1006372-995-10	5.00
1BP0145XXO	ELECTRIC PERMIT ONLY	1006372-995-10	226.00
1CO0040XXO	ARCHIVING BASE FEE - RECORDS RETENTION	1006372-995-10	8.20
1CO0041XXO	ARCHIVING FEE - PLAN PAGES (OVER 11X17)	1006372-995-10	48.30
1CO0043XXO	ARCHIVING FEE - LETTER/LEGAL UP TO 11X17	1006372-995-10	40.00
1BP0132XXO	PERMIT - COMM MISC. ANT., CANOPY,RACKS	1006372-995-10	527.00

Total Amount Due: $888.40

COUNTY OF SAN DIEGO

DEPARTMENT OF PLANNING AND LAND USE
5201 Ruffin Road, Suite B
San Diego, CA 92123
858-694-2960

RECEIPT NUMBER: **09-0584337**
Cashier: **CTRIEUPL**

APN: 517-282-09-00
DATE ISSUED: 11-AUG-2009
PERMIT: 1019 20090139
SCOPE: COMM'L MISC (ANTENNA, CANOPY, RACKS)
SITE ADDRESS: 1697 BURRIS DR
SUBDIVISION:
CITY: El Cajon, CA 92020

PARCEL OWNER: OTAY WATER DISTRICT
ADDRESS:
CITY/STATE/ZIP: , 00000

PERMIT OWNER: AT&T MOBILITY
ADDRESS: 5738 PACIFIC CENTER BLVD
CITY/STATE/ZIP: SAN DIEGO, CA 92121

Fees Calculated 12 Months Back

Date	Fee Code	Description	Paid to Date	This Receipt	Balance Due
11-AUG-2009	1CO0016XXO	STATE FEE (COMMERCIAL)	$0.00	$7.65	$0.00
11-AUG-2009	1CO0017XXO	SEISMIC FEE (COMMERCIAL)	$0.00	$26.25	$0.00
11-AUG-2009	1CO0021XXO	GREEN BLDG FEE (RES & COMM)	$0.00	$5.00	$0.00
11-AUG-2009	1BP0132XXO	PERMIT - COMM MISC. ANT., CANOPY,RACKS	$0.00	$527.00	$0.00
11-AUG-2009	1CO0040XXO	ARCHIVING BASE FEE - RECORDS RETENTION	$0.00	$8.20	$0.00
11-AUG-2009	1CO0041XXO	ARCHIVING FEE - PLAN PAGES (OVER 11X17)	$0.00	$48.30	$0.00
11-AUG-2009	1CO0043XXO	ARCHIVING FEE - LETTER/LEGAL UP TO 11X17	$0.00	$40.00	$0.00
11-AUG-2009	1BP0145XXO	ELECTRIC PERMIT ONLY	$0.00	$226.00	$0.00
		Totals:		$888.40	$0.00

Payment Code	Description	Amount
CHECK	CHECK #31158	$888.40

Tendered:	$888.40
Change:	$0.00
Balance Due:	$0.00

ERIC GIBSON
DIRECTOR

County of San Diego

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

May 26, 2009

Karen Adler
Plan Com, Inc.
302 State Place
Escondido, CA

SUBJECT: Otay Monarch Tank Wireless Telecommunications Facility Major Use Permit; P08-006; ER: 08-14-005 - TRANSMITTAL OF FINAL PROJECT DOCUMENTS AND CUSTOMER SATISFACTION SURVEY

Dear Ms. Adler:

Your Major Use Permit for a wireless telecommunications facility was approved on May 8, 2009, by the Planning Commission with various conditions (see attached decision). This letter is being provided to transmit all final project documents for your records. We would appreciate your comments on the processing of your discretionary project. We have attached a Customer Satisfaction Survey along with a self-addressed stamped envelope. Your comments will be used to help us serve you better in the future.

As a reminder, you must satisfy all "A" Conditions prior to obtaining any building permit, satisfy all "B" Conditions prior to occupancy, and comply with all "C" Conditions throughout the life of the permit. Please ensure that all "A" Conditions are satisfied and provide evidence of their satisfaction when you submit your building plans to the San Diego County Building Department. To assist you, DPLU staff has listed the responsible contact person(s) below for the various conditions. You may contact the responsible person below to obtain general information on how to satisfy the applicable condition.

CONDITION(S)	TASK	WHERE	WHO	PHONE
A.1	Pay off Trust Account	DPLU	Trust Account Clerk	(858) 694-3723
A.7, B.1	DPLU Sign Off Conditions	DPLU	Permit Compliance	(858) 694-3011
B	"Prior to Occupancy Conditions"	DPW	PDCI	NA
B	"Prior to Occupancy Conditions"	DPLU	Building inspector	NA
B	"Prior to Occupancy Conditions"	DPLU	Zoning Counter, Planner	(858) 694-2581
C.17	Stormwater Compliance	DPW	Team Leader	(858) 495-5804
A.5	DPW Sign Off Conditions	DPW	Team Leader	(858) 495-5804
	DPW Team Leader	DPW	Richard Lantis	(858) 495-5804
	DPLU PROJECT MANAGER	DPLU	Marcus Lubich	(858) 694-8847

NOTE: Building permit plans must conform in detail to the approved design. Any project that was approved through a Site Plan, or Major Use Permit is required to be 100% consistent with that particular use permit. Failure to conform can cause delay to or denial of building permits and require formal amendment of this approved design. Any changes to the building, changes to the building layout, increase in height or square footage, changes to the number of parking spaces, changes to the building design, or changes to the approved landscaping are subject to approval of a Minor Deviation or Modification of the approved use permit. No waiver of the Uniform Building Code standards or any other code or ordinance is intended or implied.

If you have any questions or concerns please contact me at (858) 694-8847.

Sincerely,

Marcus Lubich, Project Manager

Attachment: Customer Satisfaction Survey (include self addressed stamped envelope)

cc: Otay Water District, Attn: Danny Kjonegaard, 2554 Sweetwater Springs Blvd., Spring Valley, CA 91978
AT&T Mobility, Attn: Kevin McGee, 6925 Lusk Blvd., San Diego, CA 92121

email cc:
Rick Lantis, Project Manager, Department of Public Works, M.S. 0336
Alyssa Maxson, Planning Manager, Department of Planning and Land Use, M.S. O650

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 P08-006

GRANT, as per plot plan and elevations dated March 19, 2009, consisting of 9 sheets, approved concurrently herewith, 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 consisting of twelve (12) panel antennas mounted to an existing water tank and associated equipment cabinets. The associated equipment will be surrounded by a 9 foot high Concrete Masonry Unit (CMU) wall. 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 Construction Permit and/or Encroachment Permit for any and all work within the County road right-of-way. Contact DPW Construction/Road right-of-way Permits Services Section, (858) 694-3275, to coordinate departmental requirements.

3. Obtain approval for the design and construction of all driveways, turnarounds, and private easement road improvements to the satisfaction of the Rural Fire Protection District and the Director of Public Works.

4. Obtain a grading permit prior to commencement of grading when quantities exceed 200 cubic yards of excavation or eight feet (8') of cut/fill per criteria of Section 87.201 of the County Code.

5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 through A.4 have been complied with to that Department's satisfaction.

6. Provide evidence showing that the project is in compliance with the March 21, 2000 Policy FP 2 County of San Diego Cellular Facilities Standards for Fire Protection.

7. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" condition B.1 of this Site Plan have been printed on a separate sheet of all building plans associated with this Site Plan: [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.

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

1. 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 this permit. The inspection should be scheduled for a date approximately six months subsequent to establishing occupancy or use of the premises. [DPLU, FEE]

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. 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.

6. The applicant shall maintain the appearance of the facility and associated equipment shelter, as depicted in photo simulations on file with Major Use Permit P08-006 (Attachment A), for the duration of the facility's operation.

7. 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.

8. All wireless telecommunication sites shall be kept clean and free of litter.

9. All equipment cabinets shall display a legible operator's contact number for reporting maintenance problems.

10. 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.

11. Wireless telecommunication facilities with use discontinued shall be considered abandoned 90 days following the final day of use.

12. 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.

13. The County reserves the right to remove any facilities that are abandoned for more than 90 days at the expense of the facility owner.

14. Any abandoned site shall be restored to its natural or former condition. Grading and landscaping in good condition may remain.

15. Noise from any equipment supporting the facility shall meet the requirements of the County's Noise Ordinance on an average hourly basis.

16. Equipment cabinets and antenna structures shall be secured to prohibit unauthorized access.

17. 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.

18. 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 April 2, 2009, on file with DPLU as Environmental Review Number 08-14-005.

MSCP FINDINGS

It is hereby found that the proposed project is in conformance with the Multiple Species Conservation Program and the Biological Mitigation Ordinance for the reasons detailed in the Conformance with the MSCP Subarea Plan Findings dated, April 2, 2009, on file with DPLU as Environmental Review Number 08-14-005.

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:

This is a request for a Major Use Permit to authorize the construction and operation of an unmanned wireless facility. The proposed unmanned

wireless telecommunication facility consist of mounting twelve (12) panel antennas to an existing 34 foot high water tank and associate equipment surrounded by a 9 foot high Concrete Masonry Unit (CMU) block wall, both of which are consistent with the height requirement of the Zoning Ordinance.

Photo simulations on file with Major Use Permit P08-006 (Attachment A) illustrate that the proposed wireless facility and associated equipment are unobtrusive to the surrounding viewshed. The associated equipment will be surrounded by a 9 foot tall CMU block wall that will screen the equipment from view. The view from the surrounding area will be minimized because the project is designed to be masked (CMU wall will be painted dark tan to match hillside and panel antennas will be painted to match the water tank) and will blend into the surrounding vegetation and topography. The project is compatible with adjacent uses in terms of scale and bulk because of the masked design, the existence of other vertical elements (existing water tank and existing vegetation), and the location of the facility. Therefore, the project will not substantially increase the scale and bulk of the existing structure and result in negative impacts to the surrounding areas.

Coverage:

The subject parcel is 1.06 acres in size. Surrounding land uses consist of residential land uses with parcel sizes ranging from approximately 1.06 to over 23 acres in size. The project is located on a parcel that is developed with a 34 foot high water tanks and wireless telecommunications facility. The lease area for this unmanned wireless telecommunication facility will total 465 square-feet (less than 2% lot coverage). Due to the small scale of the facility, the addition of the telecommunication facility will maintain similar coverage with surrounding parcels.

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 Miguel Consolidated Fire Protection District. The San Miguel Consolidated Fire Protection District has certified availability of fire protection. In addition, the project has been reviewed and found to be FP-2 compliant. The project will not require water or

sewer services. Electrical and telephone services are available on-site. All required utilities are therefore available for the project.

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

This is a request for a Major Use Permit to authorize the construction and operation of an unmanned wireless facility. The facility consists of twelve (12) panel antennas façade mounted to an existing 34-foot tall water tank owned by the Otay Water District. The proposed panel antennas will be painted to match the water tank. Associated equipment consists of four (4) outdoor equipment cabinets enclosed by a 9-foot high Concrete Masonry Unit (CMU) block wall painted dark tan to blend with surrounding hillside. The project will not adversely affect the desirable neighborhood character because the project is designed to be masked, and 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 P08-006 (Attachment A) 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 water tanks to which the proposed panel antennas will be mounted and existing vegetation. The photo simulations demonstrate that the project is visually unobtrusive to the surrounding viewshed. 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 Burris Drive, 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 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 Burris Drive and surrounding streets.

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 1.06 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 masked 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 Estate Development Area (EDA) Regional Category, (17) Estate Residential Land Use Designation, and the Valle De Oro Community 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: 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.

EXHIBIT E

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

Memorandum of Lease

Check one option.

√ None.

☐ See Attached.

AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND OTAY WATER DISTRICT TO LOCATE A COMMUNICATIONS FACILITY AT OTAY'S 1200-1 RESERVOIR SITE

This Agreement ("Lease") 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"). Any special terms or conditions agreed to by Otay and Tenant will be set forth on Exhibit A.

RECITALS

A. Otay owns a site on which it has constructed water facilities known as the "1200-1 Reservoir Site," 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.

AGREEMENT

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 an antenna and related telecommunications equipment, approximately 465 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises"). A depiction of the Property and the Premises is attached hereto as Attachment D to Exhibit B.

2. Grant of Non-Exclusive Trench Easement(s). Otay has also agreed to grant a temporary non-exclusive easement to Tenant for certain portions of the Property, as legally described in Exhibit C to this Lease (the "Easement"), for the purpose of trenching and installation of the necessary utilities to operate Tenant's equipment. It is expressly agreed that any such Easement shall run concurrent with this Lease. Tenant agrees and understands that if the Lease is terminated or ceases to exist for any reason, the Easement shall not have any force or effect. Tenant agrees to return and maintain all portions of land subject to the Easement that are disturbed in connection with the installation, connection, maintenance, repair, access or any other Tenant activity, to their original condition at Tenant's sole cost and expense.

This easement shall be non-exclusive. Otay, or any other tenant of Otay may utilize the easement area for similar purposes or for any other purpose which does not interfere with Tenant's uses. Otay shall provide Tenant with advance notice of any intention to use the temporary easement area by Otay or any current or future tenant of Otay.

3. Use of the Premises. The Premises may be used by Tenant only for the purpose of installing, constructing, housing, operating, maintaining and repairing telecommunication equipment, including appurtenant antennae 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 or sublicense any use or space of the Premises or the Facilities thereon except as otherwise provided in Paragraph 12, below.

4. Access. Otay shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Tenant. Otay hereby grants to Tenant 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. Subject to Otay's reasonable rules, Otay shall permit Tenant's employees, agents,

contractors, subcontractors and invitees to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. Otay shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner reasonably sufficient to allow access. In addition, Tenant shall obtain such permits, licenses or easements, from the owners of property adjoining the leased premises, as may be necessary for Tenant to have access to and from the leased Premises and also for access to utilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

5. Term. The term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Commencement Date. Tenant shall have the right to extend the term of the Lease for three (3) additional terms of five (5) years each 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 (each, an "Extension Term"). In addition, Tenant may request, in writing, two 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"). Each such request shall be made in writing no less than 120 days prior to the expiration of the then current Extension Term or Additional Term, as applicable.

6. Administrative Fee. Tenant, prior to entering on Otay Property to conduct its investigation of the Premises, shall provide Otay with a non-refundable administrative fee in the amount of TWO THOUSAND DOLLARS AND NO CENTS ($2,000.00). This fee will defray Otay's administrative expenses and costs related to the supervision and assistance for entering on Otay Property to conduct investigation of the proposed Premises, site selection, planning, and design, including legal expenses.

Additionally, upon final execution of the Agreement by both parties, Tenant shall provide Otay with a non-refundable administrative fee in the amount of FOUR THOUSAND FIVE

HUNDRED DOLLARS AND NO CENTS ($4,500.00). This second administrative fee shall be used to defray Otay's administrative expenses and costs related to Otay's supervision and assistance with construction phases of the project. These administrative fees shall not be considered rent or part of the rental installment.

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of $3,175 per month payable on the first day of each month in advance. If the Commencement Date is other than the first day of the calendar month, the rate shall be prorated for the first month of the Initial Term.

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. 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 tenants for the same or similar purposes.

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 the treatment of water and that there is no hazardous waste on the Premises. Notwithstanding any other provision of this Lease, Tenant relies upon the representations stated herein as a material inducement for entering into this Lease. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. lead-acid batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). 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 presently identified 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).

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 been obtained by Tenant.

a. *Installation of the Facilities.* Tenant's design and installation of all portions of the Facilities shall be done according to plans approved by Otay, and such approval

shall not be unreasonably withheld. The Tenant shall be responsible for painting its antennae 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 appropriate. These camouflage designs may include but are not limited to palm trees, pine trees and flag poles.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" drawings of 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, personal property and antennae 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.

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 or its appearance or any change that could disrupt Otay's workplace or communications. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Lease.

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 payable to Otay for reimbursement for staff time to process the new request, construction inspection and monitoring

during construction. If the requested Tenant improvements include additional lease space, a new lease agreement for the additional lease space must be executed prior to start of construction and Tenant shall pay the Administrative Fees then in effect, and shall comply with Otay's requirements then in effect. The administrative fees for the additional lease space shall be in addition to, and shall not replace the administrative fees for improvements requiring construction to the Facilities.

e. *Permits and Compliance with Applicable Laws*. Prior to commencing any construction or improvements, and from time to time, as applicable, Tenant agrees to obtain all necessary approvals for its communications operations and for the Facilities and to operate and maintain the same, 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 copies of updated permits, licenses and/or approvals. Tenant shall provide written evidence, satisfactory to Otay of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with FCC Electromagnetic Radiation Guidelines.

iii. Otay agrees, at no expense to Otay, to cooperate with Tenant in making application for and obtaining all licenses, permits and any and all

necessary 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, 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.

g. *Repair of Otay's Improvements*. Any damage done to Otay's improvement on the property during installation and/or during operations caused by Tenant or in connection with installation operation shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction. In connection with the installation and operation of the antennae facilities, Tenant shall not locate or attach any antennae or other equipment to 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 in connection with Tenant's installation and operation of the antennae facilities.

h. *Maintenance and Repair*. At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenants use of its facilities shall not interfere with Otay's operation of its improvements.

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. Tenant agrees to provide for the proper supervision of all Tenant personnel assigned to enter and do work at the Premises. Tenant also agrees to, at its

own cost and expense, comply with any and all security measures instituted by Otay from time to time.

10. Maintenance and Repair of Otay's Improvements. At any time during the Term, or while this Lease remains in effect, Otay may, at its option and upon written notice to Tenant, 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 its improvements on the Premises (the "Maintenance Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance Work, including removing and re-installing any portion of the Facilities identified by Otay to be removed.

a. *Temporary Facilities.* During the course of the Maintenance Work, Tenant may install temporary antennae, at Tenant's expense, on the leased Premises subject to Otay's approval of the location. Once the Maintenance 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, as appropriate. 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.

c. *Otay's option to remove temporary facilities.* If any temporary antennae is not removed within thirty (30) days from the date the Maintenance Work is completed, Otay will have the right to remove the temporary antennae and charge Tenant for such costs.

d. *Painting of the Facilities.* If the Maintenance Work includes the painting of Otay's improvements, the Tenant shall be responsible for repainting its antennas and/or equipment to match Otay's facility. Otay will provide specifications regarding paint type, color and application method to the Tenant to accomplish this requirement. The Tenant will be required to provide painting/coating submittals to Otay prior to receiving permission to begin painting.

11. Co-Location. Tenant agrees that Otay may enter into leases 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 the Premises. Tenant will 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, at Otay's sole discretion, to accommodate the new lessee shall be performed at the expense of Otay or the new lessee.

12. Subleasing/Encumbrance. Tenant may 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 will require an amendment to this Lease and shall specify the terms and conditions for the sub-lease or other encumbrance.

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

14. Interference. Tenant shall not use, nor shall Tenant permit its agents or invitees to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for it's intended purpose including communications facilities relating to Otay's operation such as telemetry/radio communications or any other pre-existing communications facilities. This would not apply to interference with a tenant of Otay whose use did not "pre-exist" this lease; except as 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 telemetry/radio facilities, Tenant will have five (5) business days to correct the problem after notice from Otay. Tenant acknowledges that continuing interference will cause irreparable injury to Otay and, therefore, Otay will have the right to terminate the Lease immediately upon notice to Tenant.

15. Taxes. During the term of this Lease, 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 Lease.

16. Termination.

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

(i) Tenant delivers to Otay 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Tenant gives Otay six months notice when Tenant determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Tenant to install or operate Tenant's facility cannot be obtained or renewed at reasonable expense or in reasonable time period.

(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 if Tenant pays Otay, as a termination fee, the lesser of twelve monthly installments of annual rent or the balance of the rent due for the remaining term of this Lease;

(iv) Otay commits a default under this Lease and fails to cure such default within a 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Otay commences to cure the default within the 30-day notice period, then Otay shall have such additional time as shall be reasonably necessary to diligently effect a complete cure;

(v) The Premises are totally or partially destroyed by fire or other casualty so as to hinder Tenant's normal operations and Otay does not provide to Tenant within ten (10) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

(i) Tenant commits a default under this Lease and fails to cure such default as provided under paragraph 17, below.

17. Default.

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

(i) Tenant shall default in the payment of rent or other payments hereunder and said default shall continue for ten (10) days after Otay provides written notice of the same; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Lease 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 Lease.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Lease, 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 can not reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Lease if it commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure.

18. Destruction of Premises. If the Premises or the Facilities are destroyed or damaged, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Otay no more than thirty (30) days following the date of damage or destruction, provided Otay does not provide to Tenant, within ten (10) days after the casualty occurs, a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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 Lease 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;

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 name Otay as an additional insured on each of the aforementioned insurance policies and the policies shall state that they are primary and that any policies Otay maintains shall be noncontributory. Tenant shall provide Otay with written certificates of insurance evidencing such coverage. Said policies shall expressly provide that the policies shall not be canceled or altered without at least thirty (30) days prior written notice to Otay. Said policies shall be with insurance companies with an A.M. Best rating of AVII or better.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties. The insurance requirements may be changed by Otay upon giving of notice to Tenant; provided that the requirements set forth above shall be the minimum insurance requirements during the Term.

21. Indemnity. Tenant shall hold harmless, indemnify and defend Otay and each of Otay's directors, officers, managers, employees, agents and successors and assigns, from any and all claims, suits or actions of any kind and description brought forth on account of injuries to or

death to any person or damage to any property, including damage to the Premises arising out of or related to its use of the Premises, except to the extent that such claims, suits or actions arise out of the sole negligence or willful misconduct of Otay.

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) the Lease is unmodified and in full force (or if there have been modifications, that the Lease 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 Lease; and (d) such other matters as Otay may reasonably request.

23. Assignment. Tenant shall not assign this Lease except to an affiliated parent entity, subsidiary, purchaser of assets, or holder of its FCC license, without Otay's prior written consent. If, during the term of this Lease, Tenant requests the written consent of Otay to any assignment, Otay's consent thereto shall not unreasonably be withheld. Consent to one assignment shall not be deemed to be a consent to any subsequent assignment, and any subsequent assignment without Otay's consent shall be void and shall, at Otay's option, terminate this Lease.

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

25. Resolution of Disputes. All controversies or claims arising out of or relating to this Lease shall be resolved by submission to final and binding arbitration at the offices of the American Arbitration Association ("AAA") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the AAA commercial arbitration rules.

26. Choice of Law and Venue. This Lease shall be interpreted in accordance with the laws of the State of California, and any disputes shall be heard in a court of competent jurisdiction in the State of 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 Lease, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal.

28. Entire Agreement. This Lease 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 Lease shall be in effect unless made in writing and signed by the parties hereto.

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

30. 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.

31. 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.

32. 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 may be given by facsimile if proof of transmission is retained. Notices shall be sent to the addresses sent forth below:

OTAY:

Otay Water District
Attn: General Manager
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2096
Phone: (619) 670-2210
Fax : (619) 660-0829

TENANT:

New Cingular Wireless PCS, LLC
Attn : Network Real Estate Administration
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With a copy sent concurrently to Tenant's Legal Department:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: SS0631
Cell Site Name: Otay Monarch
Fixed Asset No: 10090974
16331 NE 72nd Way
Redmond, WA 98052-7827

33. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Lease as of the ____ day of _____, 20___. This date is referred to as the Commencement Date in the Lease.

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

By: AT&T Mobility Corporation,
Its: Manager

By: _____

Name: _____

Its: _____

OTAY WATER DISTRICT
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91979

By: _____

Name: Mark Watton

Its: General Manager

APPROVED AS TO FORM:

_____
Yuri Calderon, General Counsel

_____
Date

EXHIBIT A

SPECIAL TERMS AND CONDITIONS ADDED TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

If any terms or conditions set forth herein contradict terms or conditions of the Lease 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 will be the sole responsibility of the Tenant. Otay Water District makes no commitment for delivery of water for said landscaping, except if Tenant obtains a water meter for the site and pays for water use.

2. **Rent**. At Tenant's election, subject to prior written notice as set forth in the Lease, 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 Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without prior notice or consent its interest in this Lease 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 Lease. 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 not include any entity whose primary business is telecommunications.

   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. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied if the financing entity does not meet the definition of financing entity above.

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; (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.

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 Lease, said failure shall constitute an 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 Lease, 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 with any interest in all or any part of the Collateral, or any assignee of this Lease.

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 Lease.

EXHIBIT B

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

List of Attachments to Exhibit B:

ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES

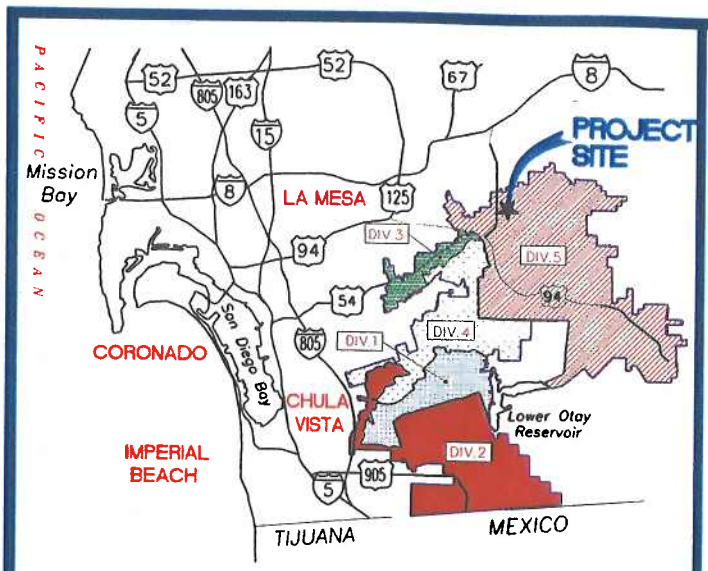
ATTACMENT B. LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

ATTACHMENT D. DEPICTION OF THE PROPERTY AND PREMISES

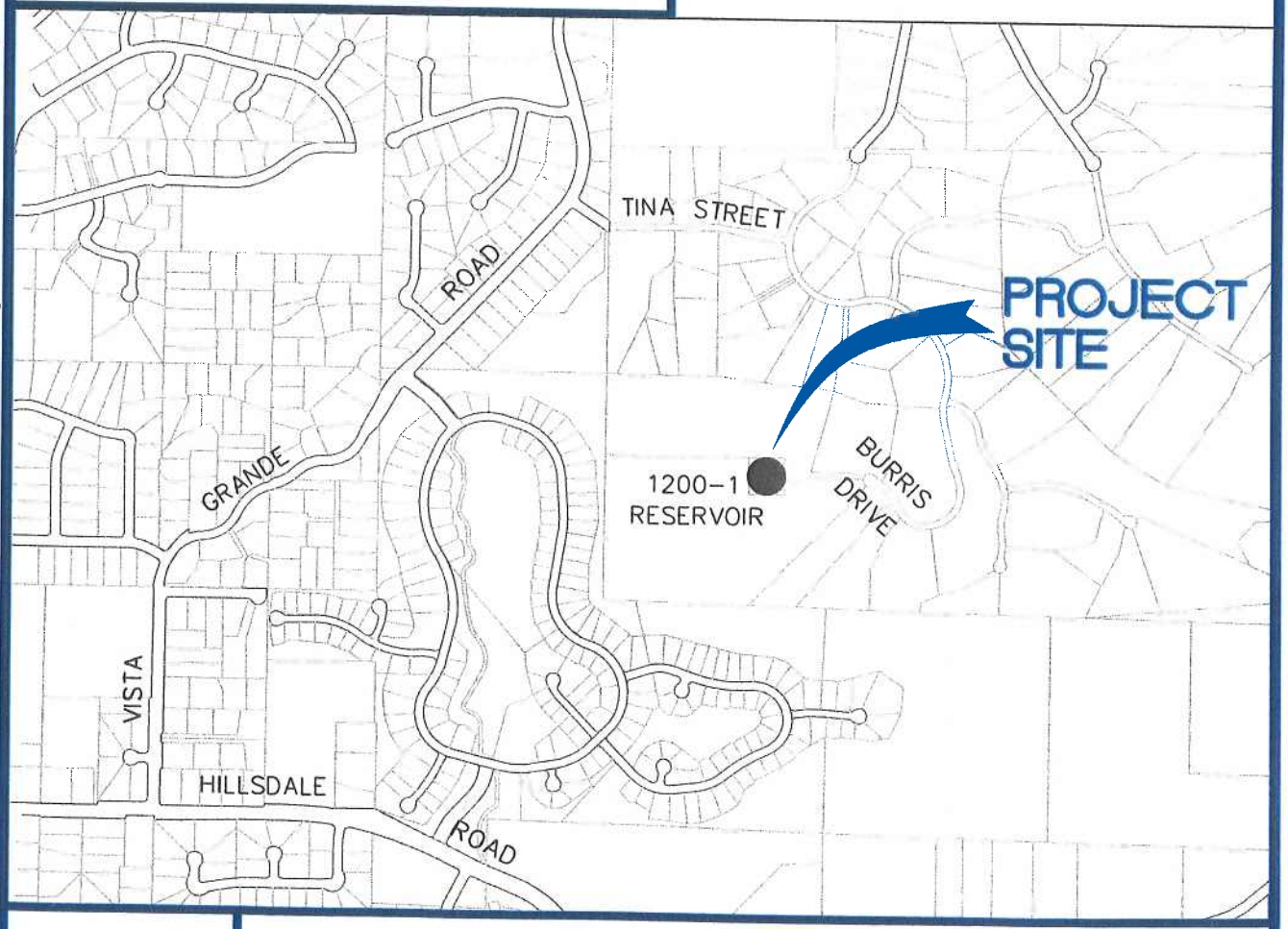
EXHIBIT B

ATTACHMENT A
LOCATION MAP



VICINITY MAP

SCALE: 1"=1,000'



OTAY WATER DISTRICT

NEW CINGULAR WIRELESS PCS, LLC SITE

1200-1 RESERVOIR

LOCATION MAP

EXHIBIT B ATTACHMENT A

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1200-1\agreement\Exhibit B Att A.dwg 8/25/2008 9:35:29 AM PDT

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.

THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, DISTANT THEREON SOUTH 89°23'43" WEST, 281.08 FEET FROM THE NORTH QUARTER OF SAID SECTION; THENCE SOUTH 0°36'17" EAST, 1023.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°41'14" WEST, 210.00 FEET; THENCE SOUTH 0°18'46" EAST, 222.00 FEET, THENCE NORTH 89°41'14" EAST 210.00 FEET; THENCE NO°18'46"W, 222.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

ATTACHMENT C
LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES
Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019

PROPOSED EQUIPMENT EASEMENT

A PROPOSED EQUIPMENT EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON THE COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574; THENCE LEAVING SAID SOUTHEASTERLY CORNER N47°52'44"W, 123.85 FEET TO THE POINT OF BEGINNING; THENCE N57°17'24"W, 31.00 FEET; THENCE N32°42'36"E, 15.29 FEET; THENCE S57°17'24"E, 16.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S57°17'24"E, 10.92 FEET; THENCE S03°10'46"W, 6.42 FEET; THENCE S32°42'36"W, 9.70 FEET TO THE POINT OF BEGINNING.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

SAID PROPOSED EASEMENT CONTAINS 465 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:

LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Exp. 12-31-09
STATE OF CALIFORNIA

ARMANDO D. DUPONT,
P.L.S. 7780
REG. EXP. DECEMBER 31, 2009

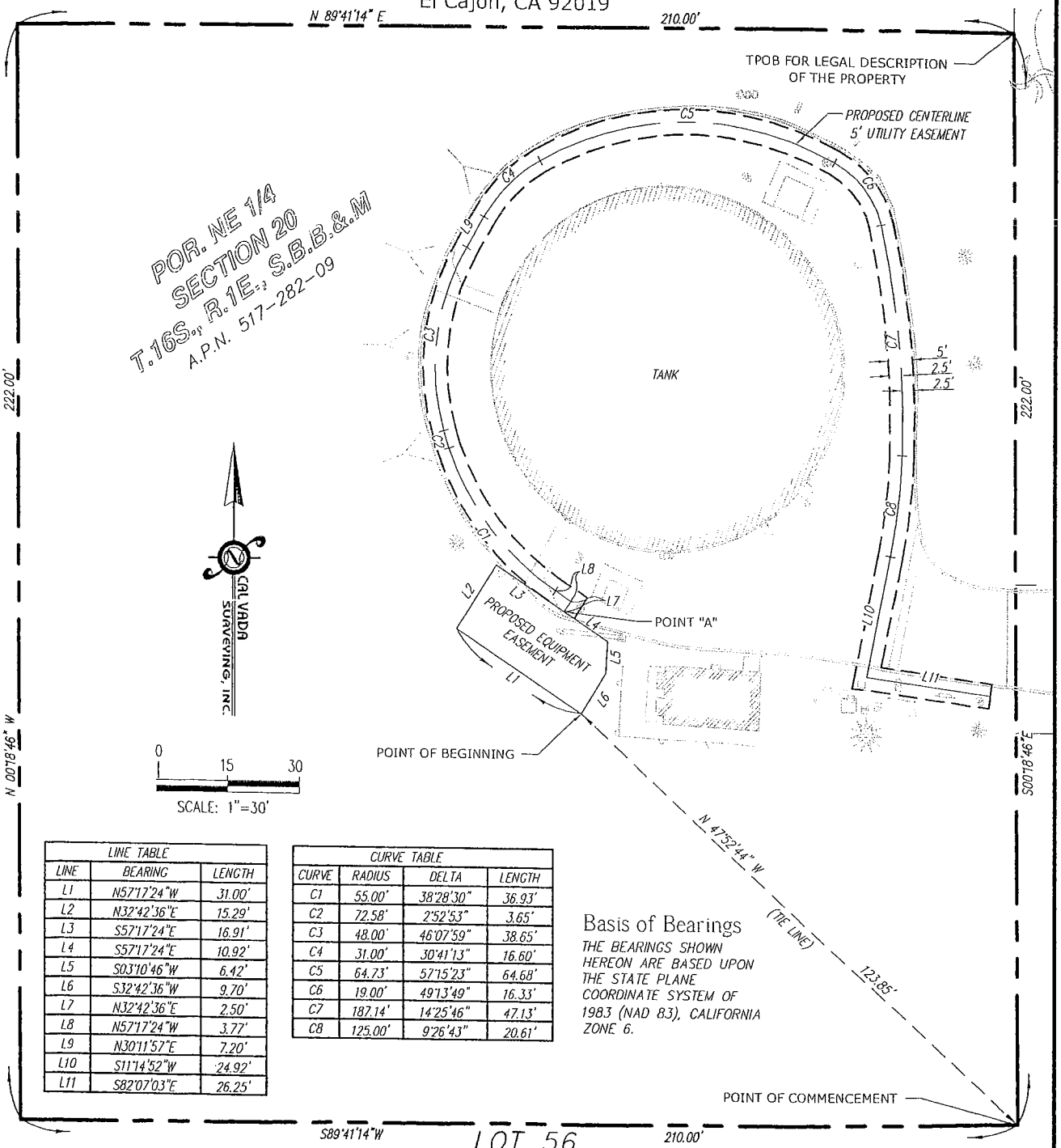
CALVADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT "B"

DEPICTION OF THE PROPERTY- PREMISES - TEMPORARY TRENCH EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019



LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°17'24"W	31.00'
L2	N32°42'36"E	15.29'
L3	S57°17'24"E	16.91'
L4	S57°17'24"E	10.92'
L5	S03°10'46"W	6.42'
L6	S32°42'36"W	9.70'
L7	N32°42'36"E	2.50'
L8	N57°17'24"W	3.77'
L9	N30°11'57"E	7.20'
L10	S11°14'52"W	24.92'
L11	S82°07'03"E	26.25'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	38°28'30"	36.93'
C2	72.58'	2°52'53"	3.65'
C3	48.00'	46°07'59"	38.65'
C4	31.00'	30°41'13"	16.60'
C5	64.73'	57°15'23"	64.68'
C6	19.00'	49°13'49"	16.33'
C7	187.14'	14°25'46"	47.13'
C8	125.00'	9°26'43"	20.61'

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

LOT 56
COUNTY OF SAN DIEGO TRACT 4394-2
MAP NO. 12574

SHEET 4 OF 4

CAL VADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT B

ATTACHMENT D
DEPICTION OF THE PROPERTY AND PREMISES

at&t MOBILITY

OTAY MONARCH TANK
1697 BURRIS DRIVE
EL CAJON, CA 92019
SS0631-02

The following at ...
- Tentative Map
- Tentative Parcel Map No.
- Preliminary Grading Plan No.
- Site Plan No.
- ✓ Plot Plan No. P08-006
- Other No.

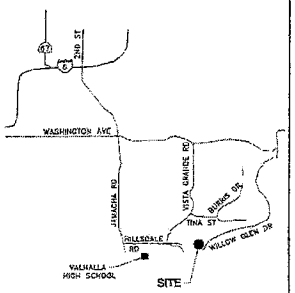
Was approved on May 8, 2009 by
- The Director of Planning and Land Use
- The Zoning Administrator
- ✓ The San Diego Planning Commission
- The San Diego County Board of Supervisors

No. Sheets: 9

RECEIVED MAR 19 2009 SAN DIEGO COUNTY DEPT OF PLANNING & LAND USE

BY Name: Jason Giffen Title: CHIEF

VICINITY MAP



THOMAS GUIDE PAGE: 1272, D1

ADDRESS:
1697 BURRIS DRIVE
EL CAJON, CA 92019

COORDINATES (NAD 83):
LATITUDE: 32° 46' 04.07" NORTH
LONGITUDE: 116° 54' 11.43" WEST

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

CONSULTANT TEAM

ARCHITECT:
WILLIAM BOOTH & ROBERT SUAREZ
ARCHITECTURE & PLANNING
P.O. BOX 4651
CARLSBAD, CA 92018
(760) 434-8474
(760) 434-8398 (FAX)

ELECTRICAL CONSULTANT:
WALTER D. CAMP, ELECTRICAL ENGINEER , PE
1880 SHEEP RANCH LOOP
CHULA VISTA, CA. 91913
(619) 934-1815

SURVEYOR:
CAL VADA SURVEYING INC.
108 BUSINESS CENTER DRIVE
CORONA, CA 92880
(951) 280-9960
(951) 280-9746 (FAX)

PROJECT SUMMARY

APPLICANT: AT&T MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121
(858) 453-3388

OWNER: OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BLVD
SPRING VALLEY, CA 91978
SITE CONTACT: DAN KISMEGAARD
(619) 670-2289

PROJECT DESCRIPTION:
- INSTALLATION OF FOUR OUTDOOR BASE TRANSCEIVER EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD INSIDE A CONCRETE BLOCK ENCLOSURE PAINTED "DARK TAN"
- INSTALLATION OF THREE ANTENNA SECTORS, OF FOUR ANTENNAS EACH (TOTAL OF 12 ANTENNAS) FACADE MOUNTED ON AN EXISTING WATER TANK
- PROVIDE NEW 200 AMP ELECTRICAL SERVICE CONNECTION AT NEW (2) GANG METER
- PROVIDE NEW TELCO SERVICE CONNECTION FROM EXISTING TELCO PEDESTAL

LEGAL DESCRIPTION:
SITUATED IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS: THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

SEE SHEET C-1 FOR FULL LEGAL DESCRIPTION

PROJECT ADDRESS:	1697 BURRIS DRIVE EL CAJON, CA 92019
ASSESSORS PARCEL NUMBER:	517-282-09
EXISTING ZONING:	A-70
EXISTING SITE AREA:	46,626 SQ. FT. ± 1.07 ACRES
EXISTING PROPERTY OCCUPANCY & USE:	WATER TANK
EXISTING BUILDING AREA:	
WATER TANK:	4,366 SQ. FT.
VERIZON WIRELESS SHELTER:	253 SQ. FT.
TOTAL AREA:	4,619 SQ. FT.
PROPOSED PROJECT AREA:	268 SQ. FT.
PROPOSED LEASE AREA:	485 SQ. FT.
PROPOSED OCCUPANCY:	NONE (EXTERIOR EQUIPMENT CABINETS ONLY)
TELECOMMUNICATION FACILITIES:	THERE IS ONE EXISTING VERIZON TELECOMMUNICATION FACILITY ON SITE.

SHEET SCHEDULE

T-1	TITLE SHEET AND PROJECT DATA
A-0	SITE PLAN AND GENERAL SPECIFICATIONS
A-0.1	ENLARGED SITE PLAN
A-0.2	RECORDED ACCESS DOCUMENTS
A-1	BTS EQUIPMENT PLAN & WALL SECTION
A-2	EXTERIOR ELEVATIONS
A-3	EXTERIOR ELEVATIONS
A-4	BTS EQUIPMENT ELEVATION & ANTENNA DETAILS
C-1	TOPOGRAPHIC SURVEY

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA BUILDING CODE, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

P08-006 E08-019-004

BOOTH & SUAREZ
ARCHITECTURE & PLANNING

PREPARED FOR

at&t MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
OTAY MONARCH TANK
PROJECT NUMBER
SS0631-02
1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/15/05	PRELIM ZD REVIEW (st)
07/25/05	FINAL ZD REVIEW (rw)
08/17/05	ZD REVISIONS (rmt)
11/21/05	OWNER COMMENTS (rmt)
02/22/06	PLANNING SUBMITTAL (dc)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/06/06	REVISED ZD (rd)
06/14/06	PLANNING SUBMITTAL (kar)
10/03/06	REVISED ZD (kdc)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (cl)
02/01/08	REVISED ZD (cl)
02/05/08	CABINET SPECIFICATION (ao)
02/29/08	REVISED ZD (ao)
04/18/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (ao)
06/12/08	REVISED ZD (cl)
07/10/08	REVISED ZD (ao)
10/21/08	PLANNING COMMENTS (ao)

SHEET TITLE
TITLE SHEET

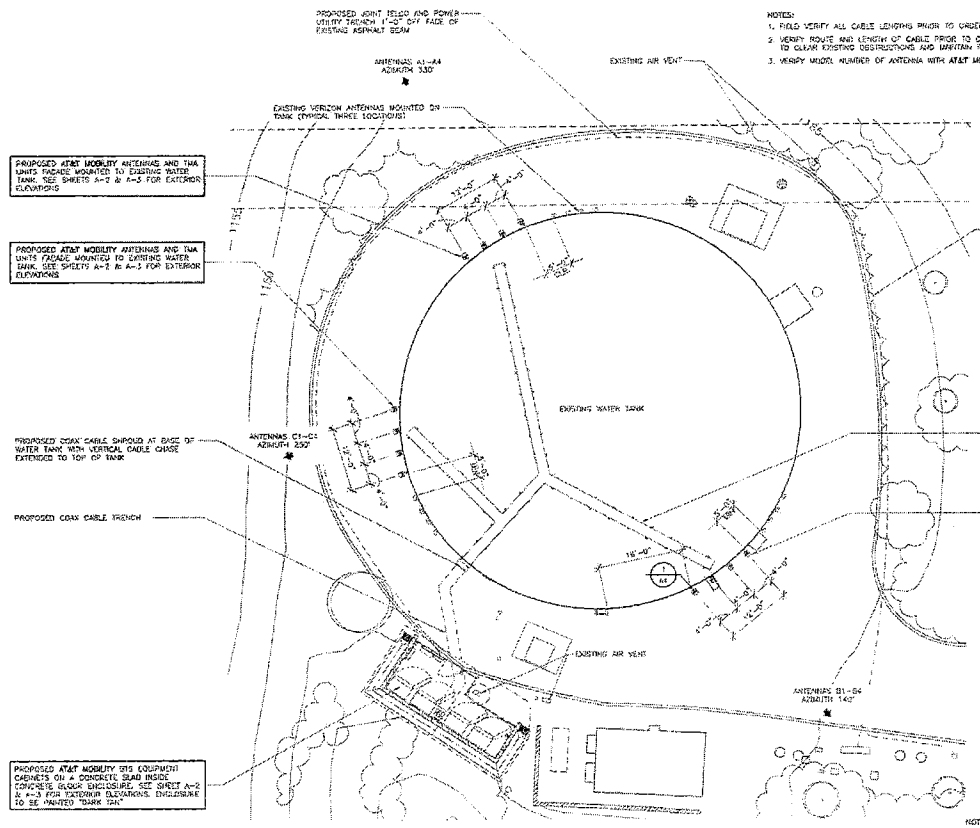
PROJECTS\at&t\05091st\05091st71.dwg

T-1

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DOWNTILT	SHOW ANGLE	SERIAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX CABLE LENGTH (+ / - 5')	JUMPER LENGTH (+ / - 2')	COAX SIZE
A1	NORTH	330°	POWER WAVE 7752	0°	N/A		6	140'-0"	6'-0"	1-5/8"
A2			POWER WAVE 7752							
A3			POWER WAVE 7752							
A4			POWER WAVE 7752							
B1	SOUTHEAST	140°	POWER WAVE 7752	0°	N/A		6	140'-0"	6'-0"	1-5/8"
B2			POWER WAVE 7752							
B3			POWER WAVE 7752							
B4			POWER WAVE 7752							
C1	SOUTHWEST	250°	POWER WAVE 7752	0°	N/A		5	135'-0"	6'-0"	7/8"
C2			POWER WAVE 7752							
C3			POWER WAVE 7752							
C4			POWER WAVE 7752							
GPS			KATHREIN 845-880/ 1820/ 2620-A				2	10'-0"	-	1/2"

NOTES:
1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH AT&T MOBILITY.



APPROVED
MAY 08 2009
DEPARTMENT OF PLANNING AND LAND USE

ENLARGED SITE PLAN

SCALE: 1" = 10'-0"

NOTES:
1. THE LOCATION OF ANTENNA'S SHALL BE A MINIMUM OF 10 FEET (CLEAR) FROM FIXED LADDERS OR ANY APPURTENANT THAT OTAY PERSONNEL WOULD BE REQUIRED TO USE OR MAINTAIN IN THE NORMAL PERFORMANCE OF THEIR JOBS
2. ROOF MOUNTED COAX CABLE TRAYS SHALL BE LOCATED IN A WAY THAT THERE IS A MINIMUM 3 FOOT (CLEAR) HORIZONTAL SEPARATION FROM THE TANK ROOF ACCESS/VENTS ON ALL TANKS. COVERS ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF STEEL BANDING SURROUNDING THE TRAY AND COVER AT THE BEGINNING AND END OF EACH PAGE AND AT 5 FOOT INTERVALS. EACH SEGMENT OF THESE COVERS WILL BE CLEARLY AND PERMANENTLY MARKED IN A WAY THAT IDENTIFIES THE OWNER.
3. UNDER NO CIRCUMSTANCES WILL DRILLING OR WELDING BE ALLOWED ON DISTRICT FACILITIES
4. PAINT CONTENT ON TANKS MAY BE HAZARDOUS. THE DISTRICT WILL PROVIDE A DISPOSAL DATA SHEET. IF REQUIRED, OUT MATERIAL SHALL BE HANDLED AND DISPOSED OF PER CAL/OSHA GUIDELINES AND A DISPOSAL MANIFEST SHALL BE PROVIDED TO THE DISTRICT. ANY COSTS ASSOCIATED WITH THE HANDLING, TRANSPORTATION, AND SUBSEQUENT STORAGE OF THIS MATERIAL IS SOLELY THAT OF THE AT&T MOBILITY CONTRACTOR

BOOTH & SUAREZ
ARCHITECTURE PLANNING

PREPARED FOR

at&t MOBILITY
5925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
OTAY MONARCH TANK
PROJECT NUMBER
SS0631-02
1597 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

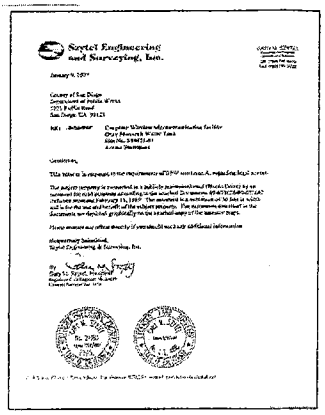
DRAWING DATES

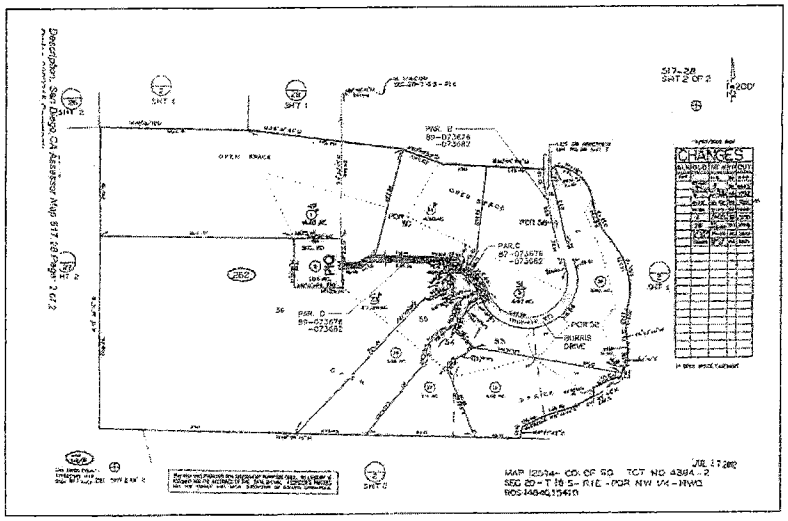
07/18/05	PRELIM ZD REVIEW (al)
07/25/05	FINAL ZD REVIEW (mw)
08/17/05	ZD REVISIONS (rsl)
11/21/05	OWNER COMMENTS (rsl)
03/22/06	PLANNING SUBMITTAL (al)
05/01/06	REVISED ZD (rd)
05/09/06	REVISED ZD (rc)
06/05/06	REVISED ZD (rd)
10/09/06	REVISED ZD (lde)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (cl)
02/02/08	REVISED ZD (cl)
02/26/08	REVISED ZD (cw)
04/16/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (cw)
06/12/08	REVISED ZD (cl)
07/10/08	REVISED ZD (cc)
10/21/08	PLANNING COMMENTS (cw)

SHEET TITLE
ENLARGED SITE PLAN

PROJECTS\ssm.05051zd\05051zd1.dwg

A-0.1


Sextel Engineering and Surveying, Inc.



APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

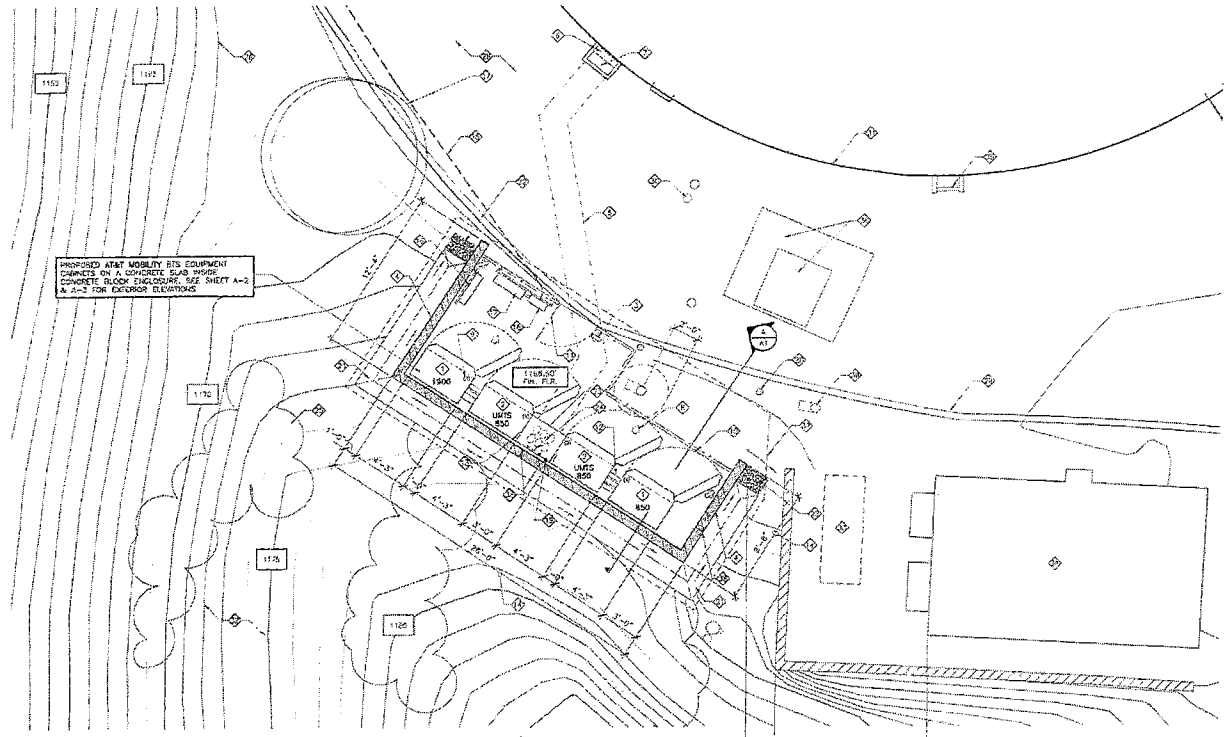
04/18/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (ac)
06/12/08	REVISED ZD (cl)
07/10/08	REVISED ZD (ac)
10/21/08	PLANNING COMMENTS (ac)

SHEET TITLE

RECORDED ACCESS DOCUMENTS

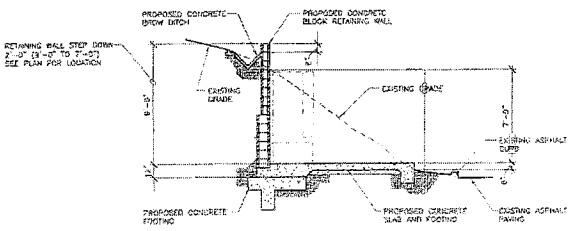
PROJECTS\at&t\05091zd\05091za0.2.dwg

A-0.2



BTS EQUIPMENT PLAN

SCALE: 1/8" = 1'-0"



WALL SECTION A

SCALE: 1/4" = 1'-0"

KEYED NOTES:

1. PROPOSED AT&T MOBILITY BTS EQUIPMENT CABINET (ERICSSON RBS 2106) ON A BATTERY BASE FRAME SHOWN SHADED (TYPICAL OF 2) CABINET WEIGHT 2615 LBS EACH
2. PROPOSED AT&T MOBILITY UMTS EQUIPMENT CABINET (ERICSSON RBS 2106) ON A BATTERY BASE FRAME SHOWN SHADED (TYPICAL OF 2) CABINET WEIGHT 2714 LBS EACH
3. SWITCH OPERATED LIGHT FIXTURE (TYPICAL OF 3)
4. PROPOSED 9'-0" TO 7'-0" HIGH CONCRETE BLOCK RETAINING WALL ENCLOSURE FOR AT&T MOBILITY BTS EQUIPMENT
5. PROPOSED CABLE CONDUIT TRENCH
6. PROPOSED FACADE MOUNTED VERTICAL COAX CABLE CHASE TO TOP OF EXISTING WATER TANK. (SHOWN DASHED)
7. PROPOSED COAXIAL CABLE SHROUD AT BASE OF WATER TANK
8. PROPOSED CONCRETE PAD SLOPED TO DRAIN 1% MINIMUM
9. AT&T MOBILITY CABINET INSTALLATION SEQUENCE
10. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE
11. PROPOSED 3'-6" CHAINLINK GATE WITH BARBED WIRE
12. (3) 1"ø RIGID CONDUIT BETWEEN BTS CABINETS (TYPICAL)
    - TELCO & COAX CABLE
    - GROUND & COAX CABLE
    - POWER
13. PROPOSED "PORTED" CABLE PORT ON BTS BATTERY CABINETS ADJACENT TO CABLE SHROUD
14. REMOVE EXISTING ROCKS AND SOIL AS REQUIRED TO INSTALL EQUIPMENT
15. PROPOSED JOINT UTILITY (TELCO AND ELECTRICAL) TRENCH (SHOWN DASHED). PATCH AND REPAIR IN-KIND ASPHALT PAVING TO MATCH EXISTING
16. PROPOSED TELCO SPLICE BOX MOUNTED TO WALL
17. PROPOSED "BENJAMIN" COMBINATION ELECTRICAL SUB-PANEL, GENERATOR (UL CONNECTION), AND MANUAL TRANSFER SWITCH MOUNTED TO UTILITY "H-FRAME"
18. PROPOSED FUSED DISCONNECT
19. PROPOSED E-911/GPS ANTENNA MOUNTED TO BLOCK WALL
20. PROPOSED 6"ø CONCRETE FILLED STEEL BOLLARD PAINTED RED. (TYPICAL OF 4)
21. PROPOSED CONCRETE SWALE
22. PROPOSED RIP-RAP DRAINAGE DIVERTER AT EDGE OF SWALE
23. PROPOSED COAXIAL CABLE SHROUD
24. PROPOSED LOCATION OF MAIN BUS BAR & DIPLEX FILTER UNITS INSIDE CABLE SHROUD
25. EXISTING SHRUBS TO REMAIN
26. EXISTING CONTOURS SHOWN AT 1'-0" INTERVALS
27. EXISTING PINE TREE TO REMAIN
28. EXISTING ASPHALT PAVING
29. EXISTING 6" AC BERM
30. EXISTING WATER VALVES
31. EXISTING WATER TANK
32. EXISTING NATIVE LANDSCAPE TO REMAIN
33. FUTURE VERIZON WIRELESS GENERATOR (BY OTHERS)
34. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER
35. EXISTING LADDER
36. EXISTING VAULT
37. PROPOSED LEASE AREA: 465 SQ.FT.
38. STEP DOWN PROPOSED RETAINING WALL 2'-0" (9'-0" TO 7'-0")
39. EXISTING VAULT AIR VENTS (TYPICAL OF 2)

APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ
ARCHITECTURE PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

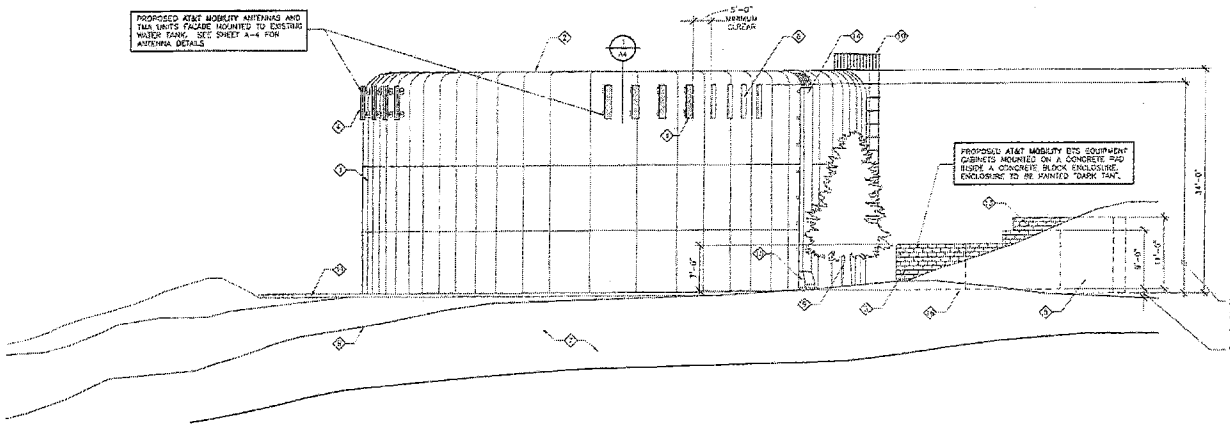
07/18/05	PRELIM ZD REVIEW (jr)
07/25/05	FINAL ZD REVIEW (rew)
09/17/05	ZD REVISIONS (bcr)
11/21/05	OWNER COMMENTS (rmj)
03/23/06	PLANNING SUBMITTAL (rd)
05/31/06	REVISED ZD (rd)
06/08/06	REVISED ZD (rd)
08/05/06	REVISED ZD (rd)
10/09/06	REVISED ZD (bdc)
10/12/06	REVISED ZD (el)
11/02/06	REVISED ZD (ec)
02/01/08	REVISED ZD (el)
02/05/08	REVISED ZD (ec)
02/19/08	CABINET SPECIFICATION (ec)
04/18/08	PLANNING COMMENTS (el)
06/10/08	PLANNING COMMENTS (ec)
06/12/08	REVISED ZD (el)
07/16/08	REVISED ZD (ec)
10/21/08	PLANNING COMMENTS (ec)

SHEET TITLE

BTS EQUIPMENT PLAN & WALL SECTION

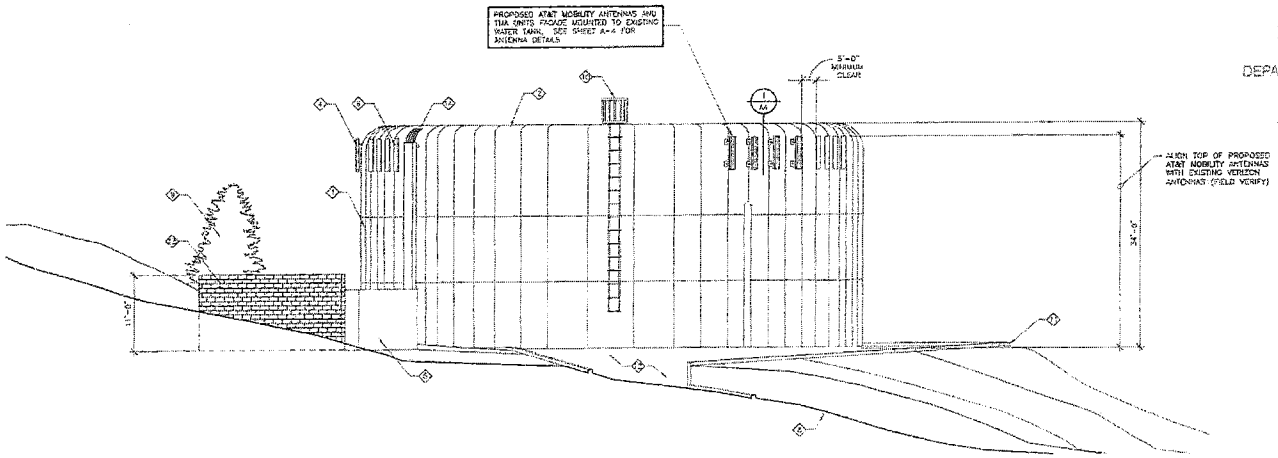
PROJECTS\at&t\050912d\050912a1.dwg

A-1



WEST ELEVATION

SCALE: 1/8"=1'-0"



SOUTH ELEVATION

SCALE: 1/8"=1'-0"

KEYED NOTES

1. EXISTING 34'-0" HIGH WATER TANK
2. TOP OF WATER TANK
3. PROPOSED CONCRETE BLOCK ENCLOSURE
4. PROPOSED AT&T MOBILITY FACADE MOUNTED ANTENNAS
5. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS SHELTER
6. EXISTING VERIZON WIRELESS FACADE MOUNTED ANTENNAS
7. EXISTING NATIVE LANDSCAPE TO REMAIN
8. EXISTING GRADE
9. EXISTING PINE TREE TO REMAIN
10. EXISTING METAL LADDER
11. EXISTING 6" AC BERM
12. EXISTING ASPHALT ACCESS ROAD
13. EXISTING CONCRETE BLOCK RETAINING WALL
14. PROPOSED FACADE MOUNTED VERTICAL COAX CABLE CHASE TO TOP OF TANK
15. PROPOSED COAXIAL CABLE SHROUD AT BASE OF WATER TANK
16. TOP OF PROPOSED SLAB

APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

WILLIAM H. BOOTH ARCHITECT ROBERT F. SUAREZ ARCHITECT
P.O. BOX 4451, ENCINITAS CA 92016 (760) 634-5474

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

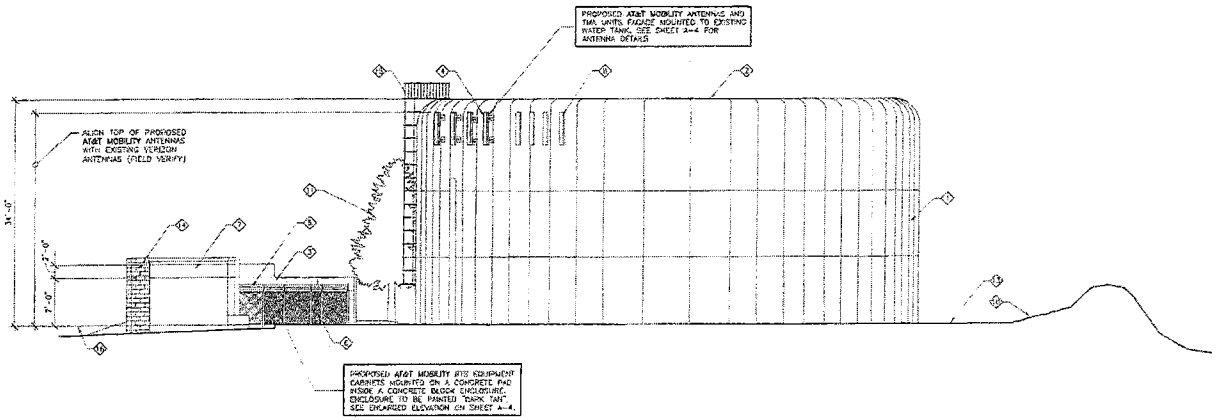
07/14/05	PRELIM ZD REVIEW (bl)
07/25/05	FINAL ZD REVIEW (nw)
08/17/05	ZD REVISIONS (mr)
11/21/25	OWNER COMMENTS (rol)
02/22/06	PLANNING SUBMITTAL (cl)
05/01/06	REVISED ZD (rd)
05/06/06	REVISED ZD (rd)
06/02/06	REVISED ZD (rd)
10/09/06	REVISED ZD (rbz)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (f)
02/01/07	REVISED ZD (cl)
02/28/08	REVISED ZD (ma)
04/18/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (sh)
06/12/08	REVISED ZD (cl)
07/10/08	REVISED ZD (ma)
10/21/08	PLANNING COMMENTS (ma)

SHEET TITLE

EXTERIOR ELEVATIONS

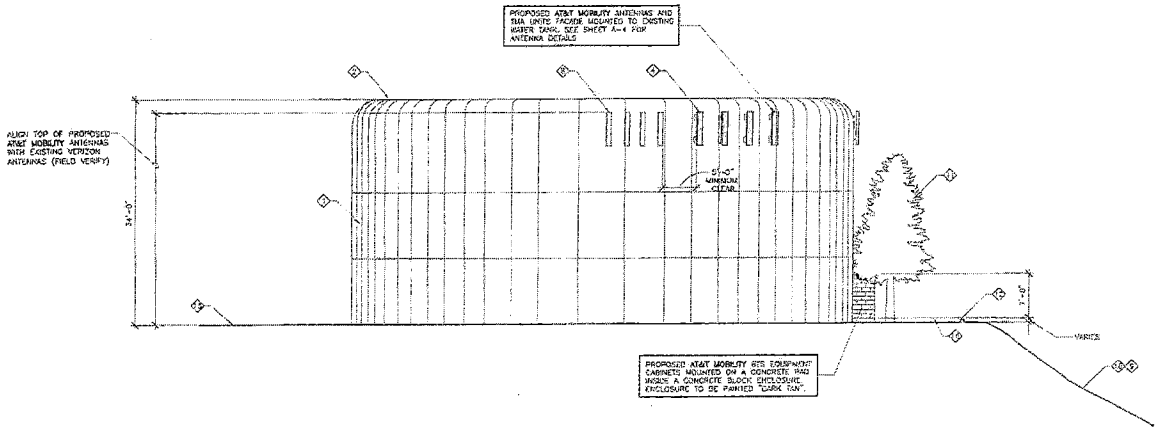
PROJECTS\at&t\0509116\0509116A2.dwg

A-2



EAST ELEVATION

SCALE: 1/8"=1'-0"



NORTH ELEVATION

SCALE: 1/8"=1'-0"

KEYED NOTES

1. EXISTING 34'-0" HIGH WATER TANK
2. TOP OF WATER TANK
3. PROPOSED CONCRETE BLOCK ENCLOSURE
4. PROPOSED AT&T MOBILITY FACADE MOUNTED ANTENNAS PER PLAN
5. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE
6. PROPOSED 3'-6" WIDE CHAINLINK GATE WITH BARBED WIRE
7. EXISTING VERIZON WIRELESS TELECOMMUNICATIONS SHELTER
8. EXISTING VERIZON WIRELESS FACADE MOUNTED ANTENNAS
9. EXISTING NATIVE LANDSCAPE TO REMAIN
10. EXISTING GRADE
11. EXISTING PINE TREE TO REMAIN
12. EXISTING 6" AC BERM
13. EXISTING ASPHALT ACCESS ROAD
14. EXISTING CONCRETE BLOCK RETAINING WALL
15. EXISTING METAL LADDER
16. TOP OF PROPOSED SLOPE

APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

BOOTH & SUAREZ

ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

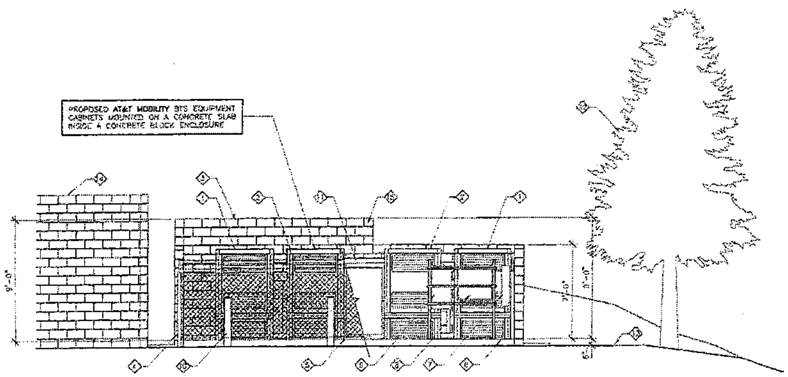
07/18/05	PRELIM ZD REVIEW (sl)
07/23/05	FINAL ZD REVIEW (rsw)
08/17/05	ZD REVISIONS (ker)
11/21/05	OWNER COMMENTS (rsl)
02/23/06	PLANNING SUBMITTAL (sl)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/05/06	REVISED ZD (hss)
10/12/06	REVISED ZD (cl)
11/02/06	REVISED ZD (cl)
02/01/08	REVISED ZD (cl)
03/28/08	REVISED ZD (cm)
04/15/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (oo)
06/13/08	REVISED ZD (cl)
07/16/08	REVISED ZD (oo)
10/21/08	PLANNING COMMENTS (oo)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECTS\at&t\050631zd\050631zA3.dwg

A-3

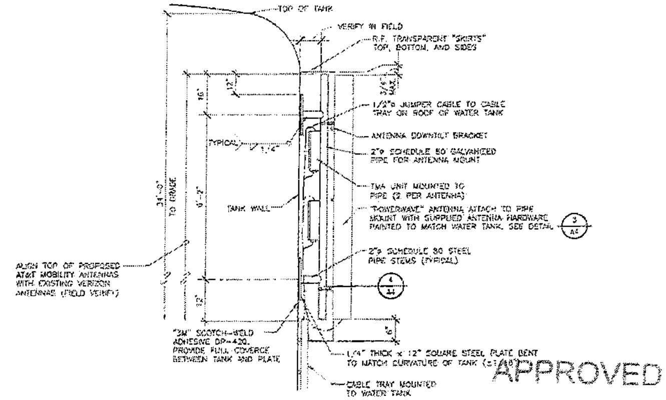


BTS EQUIPMENT ELEVATION

SCALE: 1/4" =1'-0"

KEYED NOTES:

1. PROPOSED AT&T MOBILITY BTS EQUIPMENT CABINET ON A BATTERY BASE FRAME (TYPICAL OF 4) CABINET WEIGHT 2619 LBS EACH
2. PROPOSED AT&T MOBILITY UMTS EQUIPMENT CABINET ON A BATTERY BASE SHADED. (TYPICAL OF 2) CABINET WEIGHT 2714 LBS EACH
3. PROPOSED CONCRETE BLOCK RETAINING WALL ENCLOSURE FOR AT&T MOBILITY BTS EQUIPMENT ENCLOSURE TO BE PAINTED "DARK TAN"
4. PROPOSED 6'-0" HIGH CHAINLINK FENCE WITH BARBED WIRE (PORTION OF FENCE REMOVED FOR CLARITY)
5. PROPOSED 3'-6" CHAINLINK GATE WITH BARBED WIRE (REMOVED FOR CLARITY)
6. (3) 3"ø RIGID CONDUIT BETWEEN BTS CABINETS (TYPICAL)
   - TELCO & COAX CABLE
   - GROUND & COAX CABLE
   - POWER
7. PROPOSED TELCO SPLICE BOX MOUNTED TO UTILITY "H-FRAME"
8. PROPOSED "BENJAMIN" COMBINATION ELECTRICAL SUB-PANEL, GENERATOR LUG CONNECTION, AND MANUAL TRANSFER SWITCH MOUNTED TO UTILITY "H-FRAME"
9. PROPOSED FUSED DISCONNECT
10. PROPOSED 6"ø CONCRETE FILLED STEEL BOLLARD PAINTED RED. (TYPICAL OF 2)
11. PROPOSED COAX CABLE SHROUD WITH MAIN GROUND BUS BAR AND DIPLEX FILTER INSIDE
12. EXISTING PINE TREE TO REMAIN
13. EXISTING GRADE
14. EXISTING CONCRETE BLOCK RETAINING WALL
15. STEP DOWN PROPOSED RETAINING WALL 2'-0" (0'-0" TO 7'-6")



APPROVED

MAY 08 2009

DEPARTMENT OF PLANNING AND LAND USE

NOTES:

1. SEE ADHESIVE SPECIFICATIONS BELOW
2. SANDBLASTING/GRINDING ON THE TANK WILL BE PERFORMED PER OTAY WATER DISTRICT PROVIDED SPECIFICATIONS
3. ANY ATTACHMENTS ON DISTRICT FACILITIES SHALL BE DONE WITH A TWO PART EPOXY ADHESIVE APPROVED BY THE DISTRICT ENGINEERING STAFF THROUGH A SUBMITTAL PROCESS, PRIOR TO ITS USE
4. THE AT&T MOBILITY CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A COPY OF THE PULL TEST SPECIFICATIONS THAT WILL BE USED
5. THE AT&T MOBILITY CONTRACTOR SHALL NOTIFY THE DISTRICT TWO BUSINESS DAYS PRIOR TO THE PULL TEST, SO THE TEST CAN BE WITNESSED. THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A CERTIFIED COPY OF THE PULL TEST REPORT.
6. THE DISTRICT REPRESENTATIVE SHALL PROVIDE TO THE AT&T MOBILITY COATING INFORMATION THAT WOULD CONTAIN: TYPE AND COLOR OF THE COATING MATERIAL AS WELL AS SUPPLIER/MANUFACTURER INFORMATION
7. ALL PROPOSED PAINT COATINGS TO BE USED ON THE TANK AND ANY BRACKETS EPOXIED TO THE TANK, SHALL BE SUBMITTED TO THE DISTRICT PER PROVIDED SUBMITTAL OUTLINE. THE CONTRACTOR SHALL PROVIDE TO THE DISTRICT A LETTER FROM THE PAINT MANUFACTURER STATING: THEIR PRODUCT IS COMPATIBLE WITH THE EXISTING COATING ON THE TANK.
8. THE AT&T MOBILITY CONTRACTOR WILL NOT BE ALLOWED TO USE THE EXISTING FIXED LADDER ON THE TANK AT ANY TIME. THE CONTRACTOR SHALL PROVIDE FOR THEIR OWN USE A MECHANICAL LIFTING DEVICE THAT WOULD ALLOW THEM TO ACCESS TO THE TANKS ROOF/SURFACES WITHOUT CAUSING DAMAGE
9. PAINT TOUCH-UP AT POINTS OF CONNECTION AS DIRECTED BY AT&T MOBILITY CONSTRUCTION MANAGER

GENERAL

1. 3M "SCOTCH-WELD" DP-420 EPOXY ADHESIVE IS A HIGH PERFORMANCE, TWO PART ADHESIVE WITH OUTSTANDING SHEAR AND PEEL ADHESION WITH VERY HIGH DURABILITY. "SCOTCH-WELD" DP-420 IS MANUFACTURED UNDER A 3M QUALITY SYSTEM REGISTERED TO ISO 9002 STANDARDS.
2. THE STRUCTURAL INTEGRITY OF THIS INSTALLATION IS DIRECTLY RELATED TO THE CAREFUL FABRICATION OF PARTS AND THE CAREFUL PREPARATION OF CONTACT SURFACES.
3. CONTINUOUS SPECIAL INSPECTION IN ACCORDANCE WITH UBC SECTION 1701.5.15 SHALL BE PROVIDED DURING SURFACE PREPARATION, APPLICATION OF ADHESIVE AND INSTALLATION OF PARTS.

ADHESIVE

1. 3M "SCOTCH-WELD" DP-420 OFF-WHITE EPOXY ADHESIVE SHALL BE USED FOR ALL PLATE TO TANK ATTACHMENTS SHOWN OR DESCRIBED IN THESE PLANS AND DETAILS.
2. CONTRACTOR SHALL VERIFY WITH SUPPLIER THAT ADHESIVE HAS NOT EXCEEDED ITS SHELF LIFE (15 MONTHS) PRIOR TO PURCHASE OR PRIOR TO USE IN THE FIELD.
3. ALL OPENED AND UNOPENED ADHESIVE CONTAINERS SHALL BE STORED AT BETWEEN 50°F AND 80°F. OPENED ADHESIVE CONTAINERS SHALL BE USED WITHIN 72 HOURS.

CONTACT PLATES

1. FABRICATE CONTACT PLATES FROM NEW, UNUSED STEEL STOCK TO DIMENSIONS INDICATED ON PLANS AND DETAILS.
2. ALL CONTACT PLATES WIDER THAN 3" SHALL BE BENT TO MATCH THE EXACT CURVATURE OF THE EXISTING TANK.
3. DO NOT GALVANIZE ANY SURFACE OF THE STEEL PLATES THAT WILL BE IN THE CONTACT SURFACE AREA BETWEEN THE TANK AND THE PLATES.

ADHESIVE PREPARATION

1. ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
2. MIX DP-420 ADHESIVE USING AN EPX APPLICATOR AND EPX MIXING NOZZLES. ANY HAND-MIXING SHALL ONLY BE DONE WITH NEW, CLEAN, WOOD TONGUE DEPRESSOR TYPE STICKS.
3. MIX EACH BATCH OF ADHESIVE SEPARATELY IN A COMMERCIAL TYPE THROW-AWAY PAPER MIXING CUP AVAILABLE FROM THE SUPPLIER.
4. MIX ONLY ENOUGH ADHESIVE THAT CAN BE USED FOR INSTALLATION IN A 15 MINUTE PERIOD.

FINISH

1. PRIME AND PAINT COMPLETED ASSEMBLIES TO MATCH EXISTING ADJACENT TANK SURFACE IN ACCORDANCE WITH THE OTAY WATER DISTRICT SPECIFICATIONS. — 1,000 LBS. / 650 LBS.
2. CONTRACTOR SHALL PROVIDE PAINT COLOR SAMPLES AND SPECIFICATIONS TO THE OTAY WATER DISTRICT FOR APPROVAL PRIOR TO APPLICATION. — 400 LBS / 250 LBS.

SURFACE PREPARATION

1. ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
2. ON THE DAY OF INSTALLATION, THE ENTIRE CONTACT AREA OF EACH PLATE, ALL EDGES OF EACH PLATE AND THE ENTIRE CONTACT AREA ON THE TANK PLUS A 3" MARGIN ALL AROUND THE PROPOSED PLATE CONTACT AREA SHALL BE PREPARED AS FOLLOWS:
   A. REMOVE ALL PAINT, RUST, SCALE, PRIMER, OIL AND ANY OTHER CONTAMINANTS AND USING 220 GRIT OR ROUGHER SAND PAPER, SAND THE ENTIRE AREA OF BOTH SURFACES TO A BRIGHT, SHINY, RAW-STEEL CONDITION.
   B. WIPE ALL CONTACT SURFACES WITH AN ISOPROPYL ALCOHOL SOAKED SWAB.
   C. NO MORE THAN 30 MINUTES PRIOR TO APPLICATION OF ADHESIVE, WIPE ALL CONTACT SURFACES WITH A METHYL ETHYL KETONE (MEK) SOAKED SWAB, ABRADE WITH A 3M SCOTCH-BRITE SCOURING PAD AND WIPE THOROUGHLY WITH A NEW, CLEAN MEK SOAKED SWAB.
   D. ALLOW SOLVENT TO EVAPORATE BEFORE APPLYING ADHESIVES.
3. IF CLEANED SURFACES ARE TOUCHED BY BARE HANDS OR CONTAMINATED IN ANY WAY, REPEAT CLEANING PROCESS.

ASSEMBLY

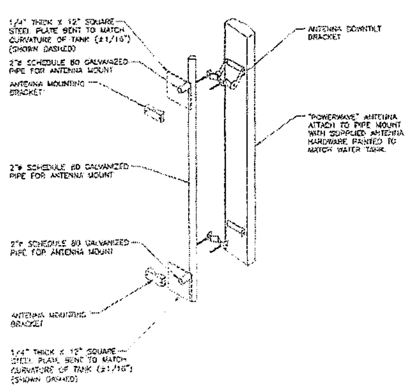
1. USING A NEW CLEAN DISPOSABLE APPLICATOR BRUSH, APPLY A .005" THICK LAYER OF ADHESIVE TO EACH CONTACT SURFACE AND PRESS TOGETHER IMMEDIATELY. USE A NEW BRUSH FOR EACH BATCH OF ADHESIVE.
2. WHILE APPLYING FIRM PRESSURE INTO PLATE, WIGGLE CONTACTED SURFACES IN A CLOCKWISE / COUNTER-CLOCKWISE ROTATION APPROXIMATELY 1/4" EACH WAY, 2 OR 3 TIMES TO EVEN ADHESIVE DISTRIBUTION BETWEEN PARTS. ADHESIVE SHOULD OOZE OUT SLIGHTLY FROM EDGES ALL AROUND PLATES.
3. USING INDUSTRIAL FIXTURING MAGNETS WITH A MINIMUM PULL-OUT STRENGTH OF 50 LBS. ON EACH SIDE OF EACH PLATE AS ANCHORS, STRETCH ELASTIC STRAPS ACROSS BONDED PLATE TO HOLD IN PLACE. SPACERS MAY BE REQUIRED ON TOP OF PLATES TO PROVIDE LEVERAGE AND SUSTAIN PRESSURE ON ASSEMBLY.
4. TROWEL A 1/4" FILLET AT THE INTERSECTION BETWEEN TANK AND EDGES OF PLATE AND WIPE AWAY EXCESS ADHESIVE.

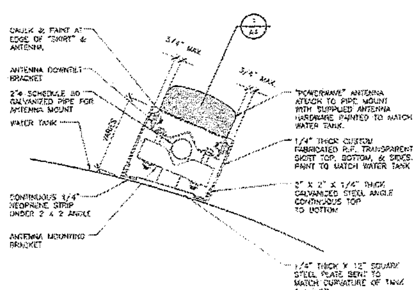
LOAD TESTING

1. ALLOW BONDED ASSEMBLIES 48 HOURS TO CURE BEFORE SUBJECTING TO ANY LOADS OR LOAD TESTING.
2. ALL ASSEMBLIES SHALL BE LOAD TESTED AS FOLLOWS:

   TENSION TEST (PULL-OUT) AT ANTENNA PLATES SHEAR TEST AT ANTENNA PLATES

   TENSION TEST (PULL-OUT) AT CABLE TRAY SUPPORTS SHEAR TEST AT CABLE TRAY SUPPORTS





ANTENNA MOUNTING DETAIL	SCALE 1-1/2" = 1'-0"	3	TYPICAL ANTENNA SKIRT	SCALE 1-1/2" = 1'-0"	2	ANTENNA MOUNTING & ADHESIVE SPECIFICATIONS	SCALE NO SCALE	1

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

5925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/18/05	PRELIM ZD REVIEW (cl)
07/25/05	FINAL ZD REVIEW (rew)
08/17/05	ZD REVISIONS (sor)
11/21/05	OWNER COMMENTS (rol)
02/22/06	PLANNING SUBMITTAL (al)
05/01/06	REVISED ZD (rd)
05/08/06	REVISED ZD (rd)
06/05/06	REVISED ZD (rd)
10/09/06	REVISED ZD (rds)
10/12/06	REVISED ZD (cl)
11/03/06	REVISED ZD (cl)
02/01/08	REVISED ZD (cl)
02/29/08	REVISED ZD (ao)
04/18/08	PLANNING COMMENTS (cl)
06/10/08	PLANNING COMMENTS (ao)
07/18/08	REVISED ZD (ao)
10/21/08	PLANNING COMMENTS (ao)

SHEET TITLE

BTS EQUIPMENT ELEVATION & ANTENNA DETAILS

PROJECTS\mlst\0509126\0509126A4.dwg

A-4

Title Report

PREPARED BY: LANDAMERICA LAWYERS TITLE
ORDER NO. 09900316
REPORT DATED: JUNE 1, 2005

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:
THAT PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, DISTANT THEREON SOUTH 89°25'47" WEST, 289.68 FEET FROM THE NORTH QUARTER OF SAID SECTION; THENCE SOUTH 0°36'17" EAST, 1833.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°47'14" EAST 210.00 FEET; THENCE SOUTH 0°36'46" EAST 222.00 FEET; THENCE NORTH 89°47'14" EAST 210.00 FEET; THENCE NORTH 0°36'46"A, 222.00 FEET TO THE TRUE POINT OF BEGINNING

PARCEL B:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION DISTANT THEREON NORTH 89°25'47" EAST 109.45 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF RIGHT-OF-WAY OF BURRIS DRIVE; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION NORTH 89°25'47" EAST 80.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF BURRIS DRIVE; THENCE SOUTH 41°32'14" WEST 3.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM SAID BEGINNING BEARING SOUTH 40°31'28" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°52'57", A DISTANCE OF 21.64 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 48.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 129°46'35", A DISTANCE OF 108.17 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE CONTINUING ALONG THE ARC OF SAID 48.00 FOOT RADIUS CURVE WESTERLY AND NORTHERLY THROUGH A CENTRAL ANGLE OF 131°10'29", A DISTANCE OF 109.94 FEET TO A LINE TANGENT; THENCE NORTH 41°32'14" EAST ALONG SAID TANGENT LINE 3.53 FEET TO THE POINT OF BEGINNING.
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

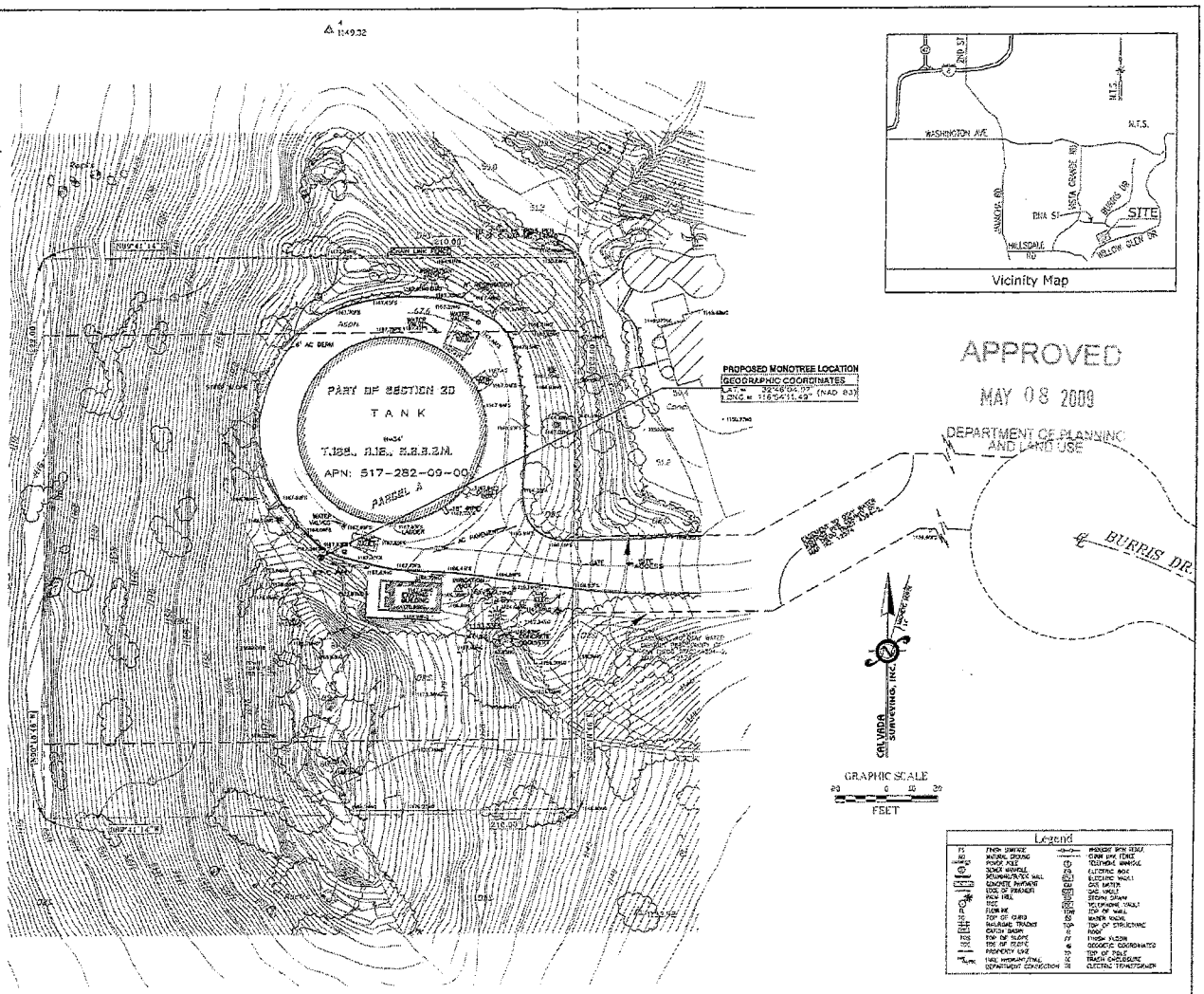
PARCEL D:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN A STRIP OF LAND FORTY FEET WIDE, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
BEGINNING AT A POINT "A" AS DESCRIBED ABOVE; THENCE SOUTH 02°37'06" WEST 38.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°07'42", A DISTANCE OF 435.05 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 1020.02 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°30'00", A DISTANCE OF 301.07 FEET TO A NON-TANGENT LINE; THENCE SOUTH 48°53'13" EAST 131.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE O 418.29 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°53'00", A DISTANCE OF 145.97 FEET TO A LINE TANGENT; THENCE SOUTH 17°07'13" EAST ALONG SAID TANGENT LINE 208.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°07'00", A DISTANCE OF 89.67 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00", A DISTANCE OF 57.60 FEET TO A LINE TANGENT; THENCE SOUTH 1°30'13" EAST ALONG SAID TANGENT LINE 101.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 170°00'00", A DISTANCE OF 593.87 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B" TO WHICH POINT A RADIAL LINE BEARS SOUTH 71°05'46" WEST, SAID POINT ALSO BEING THE TERMINUS OF THE HEREIN DESCRIBED LINE. THE SIDELINES OF ARE 40 FEET WIDE STRIP OF LAND TO BE LENGTHENED NORTHERLY TO TERMINATE AT THE 48 FEET RADIUS CURVE OF PARCEL "A".
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

PARCEL E:
THAT PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT POINT "B" AS DESCRIBED ABOVE;
THENCE SOUTH 71°05'46" WEST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 71°05'46" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°53'35", A DISTANCE OF 134.86 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'44", A DISTANCE OF 21.78 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 121°33'35", A DISTANCE OF 84.84 FEET TO A POINT HEREINAFTER KNOWN AS POINT "C"; THENCE NORTHEAST AND EASTERLY ALONG THE ARC OF SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 152°25'00", A DISTANCE OF 106.45 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°41'25", A DISTANCE OF 14.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°47'52", A DISTANCE OF 175.74 FEET TO THE END OF SAID CURVE TO WHICH POINT A RADIAL LINE BEARS NORTH 71°05'46" EAST; THENCE SOUTH 71°05'46" WEST 20.00 FEET TO POINT "B" AND THE POINT OF BEGINNING.
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

PARCEL C:
AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN A STRIP OF LAND 30.00 FEET WIDE LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT POINT "C" AS DESCRIBED ABOVE; THENCE NORTH 89°03'34" WEST 72.13 FEET; THENCE NORTH 89°00'00" WEST 247.70 FEET; THENCE SOUTH 00°25'14" WEST 60.32 FEET; THENCE SOUTH 89°41'42" WEST 76.97 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED LINE.
THE NORTHERLY SIDE OF THE HEREIN DESCRIBED 30.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED ON THE EAST TO TERMINATE AT THE 40.00 FOOT RADIUS CURVE OF PARCEL "E".
(BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)

Easements

1. AN EASEMENT IN FAVOR OF THE PUBLIC OVER ANY EXISTING ROADS LYING WITHIN SAID LAND. (BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)
3. AN EASEMENT FOR A 30 FOOT ROAD, RECORDED MAY 15, 1902 IN BOOK 320, PAGE 20, OF DEEDS. (DOES NOT AFFECT)
8. AN EASEMENT FOR ROAD PURPOSES, RECORDED FEBRUARY 4, 1953 AS INSTRUMENT NOS 53-020437 AND 53-020448, BOTH OF OFFICIAL RECORDS. (NOT PLOTTABLE)
10. AN EASEMENT FOR PUBLIC ROAD - A PRIVATE STREET PURPOSES, RECORDED OCTOBER 7, 1958. (BLANKET IN NATURE OVER BURRIS DRIVE - PRIVATE ROAD)



Assessor's Parcel No.
517-282-09

Access Easement/Lease Area
TO BE DETERMINED

Geographic Coordinates as Shown
1927 DATUM: LATITUDE 32° 46' 03.85" LONGITUDE 116° 54' 04.57"
1983 DATUM: LATITUDE 32° 46' 04.07" LONGITUDE 116° 54' 11.42"

Date of Survey
JUNE 21, 2005

Basis of Bearings
THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 6

Bench Mark
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE NGS POINT NO. AG6372
ELEVATION = 368.23 FEET (NAVD88)

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY
8925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
OTAY MONARCH TANK
PROJECT NUMBER
SS0631-02
1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/06/05	PRELIM SURVEY	JAC
07/25/05	COORDINATES RELOCATION	MN
04/03/06	TITLE REPORT	MN

SHEET TITLE
TOPOGRAPHIC SURVEY

PROJECTS\at&t\05091zd\05091zC1.DWG

C-1

EXHIBIT C

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

DEPICTION AND LEGAL DESCRIPTION OF TEMPORARY TRENCH EASEMENT

Easement Requested? ☑ Yes ☐ No

Easement Granted? ☑ Yes ☐ No

If Easement granted, complete the following information:

For good and valuable consideration, receipt of which is hereby acknowledged, the Otay Water District, as Grantor, hereby grants to New Cingular Wireless PCS, LLC, as Tenant, a temporary 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:

A drawing depicting the Easement is attached hereto. 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 of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises.

The Easement shall **automatically terminate** on the day that is thirty (30) years from the date of the Lease. However, if the Lease is terminated earlier for any reason, the Easement will become unenforceable and, for all purposes, terminate on the date the Lease is terminated.

Grantor reserves the right to use the lands that are subject to the Easement in a manner such that it will not 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 Otay's use of the Property.

Tenant agrees to indemnify, defend and hold harmless the Grantor for any damage to property or person (including death) and any, claim, suit, action, cost or expense arising in connection with the Easement or Tenant's use or installation of any item, line, facility or other thing in connection therewith.

Tenant agrees to maintain the portion of the Property subject to the Easement in substantially the condition it is on the date the Lease is executed, excepting only such changes as are accepted by Otay in writing.

EXHIBIT "A"

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019

PROPOSED UTILITY EASEMENT

A PROPOSED 5.00 FOOT UTILITY EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON THE COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252. SAID PORTION ALSO BEING THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N32°42'36"E, 2.50 FEET; THENCE N57°17'24"W, 3.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°28'30" AND AN ARC DISTANCE OF 36.93 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 72.58 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°52'53". AND AN ARC DISTANCE OF 3.65 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 48.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°07'59" AND AN ARC DISTANCE OF 38.65 FEET; THENCE N30°11'57"E, 7.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 31.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°41'13" AND AN ARC DISTANCE OF 16.60 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 64.73 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°15'23" AND AN ARC DISTANCE OF 64.68 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°13'49" AND AN ARC DISTANCE OF 16.33 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 187.14 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°25'46" AND AN ARC DISTANCE OF 47.13 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°26'43" AND AN ARC DISTANCE OF 20.61 FEET; THENCE S11°14'52"W, 24.92 FEET; THENCE S82°07'03"E, 26.25 FEET TO THE END OF SAID EASEMENT.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:

LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Exp. 12-31-09
STATE OF CALIFORNIA

ARMANDO D. DUPONT,
P.L.S. 7780
REG. EXP. DECEMBER 31, 2009

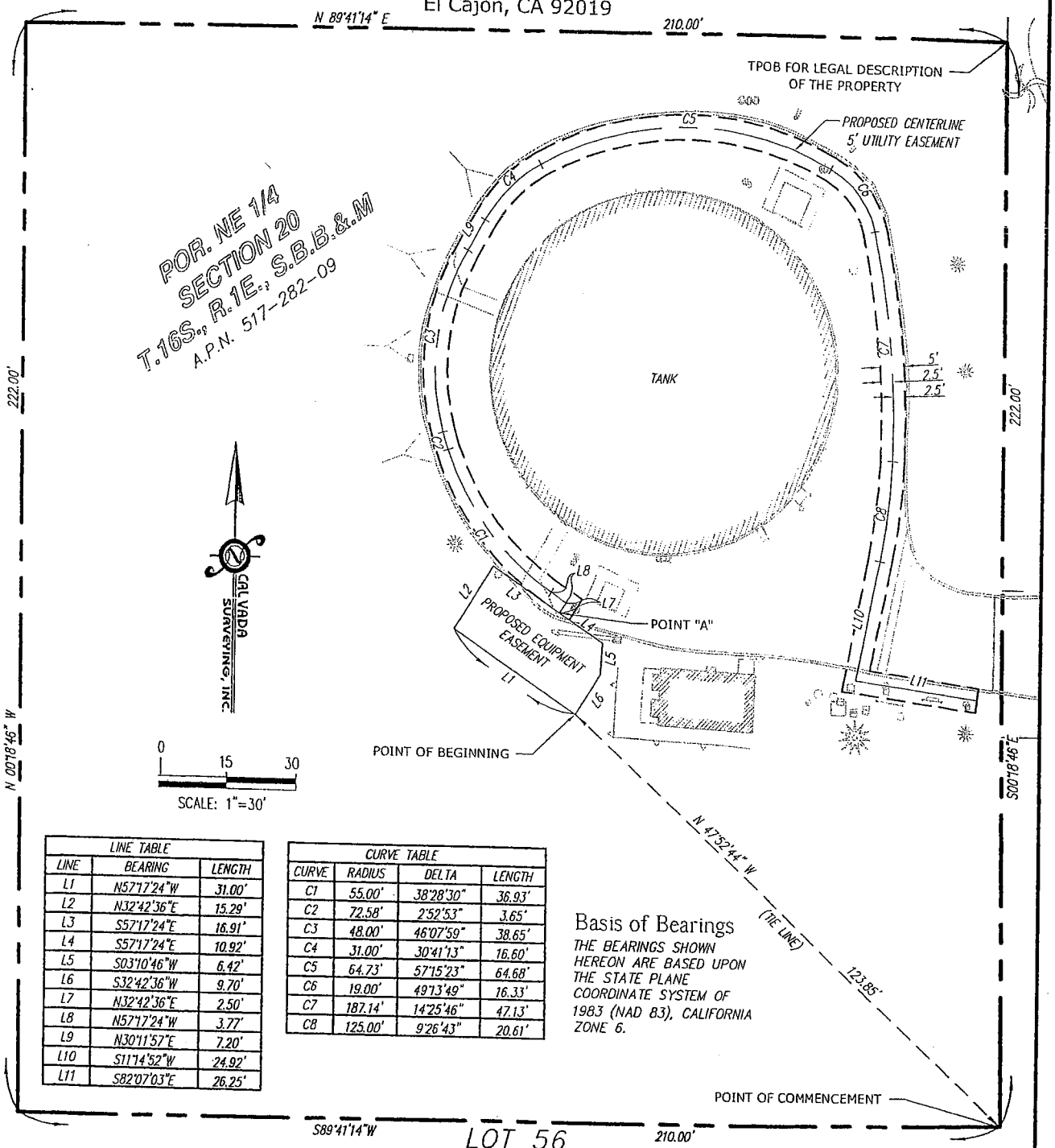
CALVADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT "B"

DEPICTION OF THE PROPERTY- PREMISES - TEMPORARY TRENCH EASEMENT

Otay Monarch Water Tank
1697 Burris Drive
El Cajon, CA 92019



LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°17'24"W	31.00'
L2	N32°42'36"E	15.29'
L3	S57°17'24"E	16.91'
L4	S57°17'24"E	10.92'
L5	S03°10'46"W	6.42'
L6	S32°42'36"W	9.70'
L7	N32°42'36"E	2.50'
L8	N57°17'24"W	3.77'
L9	N30°11'57"E	7.20'
L10	S11°14'52"W	24.92'
L11	S82°07'03"E	26.25'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	38°28'30"	36.93'
C2	72.58'	2°52'53"	3.65'
C3	48.00'	46°07'59"	38.65'
C4	31.00'	30°41'13"	16.60'
C5	64.73'	57°15'23"	64.68'
C6	19.00'	49°13'49"	16.33'
C7	187.14'	14°25'46"	47.13'
C8	125.00'	9°26'43"	20.61'

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

LOT 56
COUNTY OF SAN DIEGO TRACT 4394-2
MAP NO. 12574

SHEET 4 OF 4

CAL VADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782
PHONE: 951-280-9960 FAX: 951-280-9746

Job No. 09723
Drawn By: AL
Date: 09/22/09
www.calvada.com

EXHIBIT D

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

EXHIBIT D

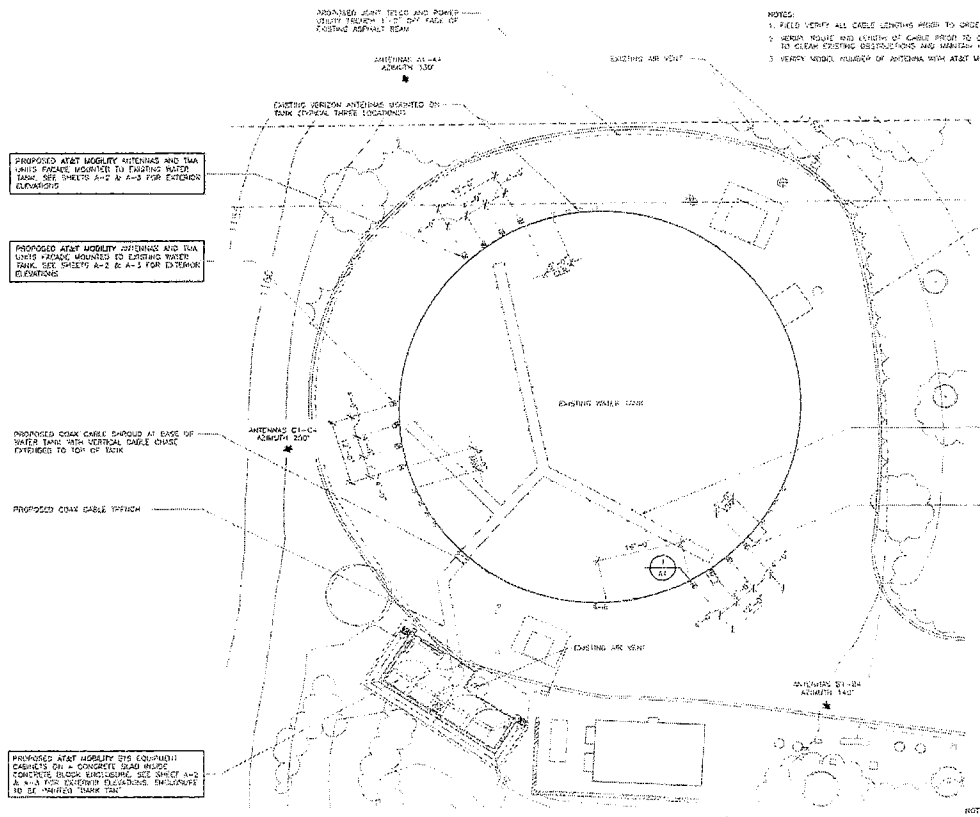
ATTACHMENT A
DEPICTION OF THE TELECOMMUNICATION FACILITIES

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	CONNECT	DOWN ANGLE	SERIAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX CABLE LENGTH (+/- 5%)	JUMPER LENGTH (+/- 3")	COAX SIZE
A1	NORTH	330°	POWER WAVE 7252	0°	N/A		4	140'-0"	6'-0"	1-5/8"
A2			POWER WAVE 7252							
A3			POWER WAVE 7252							
A4			POWER WAVE 7252							
B1	NORTHEAST	140°	POWER WAVE 7252	0°	N/A		4	140'-0"	6'-0"	1-5/8"
B2			POWER WAVE 7252							
B3			POWER WAVE 7252							
B4			POWER WAVE 7252							
C1	SOUTHWEST	200°	POWER WAVE 7252	0°	N/A		4	135'-0"	6'-0"	7/8"
C2			POWER WAVE 7252							
C3			POWER WAVE 7252							
C4			POWER WAVE 7252							
GPS			KATHREIN 70-802 7252 GPS-A				2	10'-0"	-	1/2"

NOTES:

1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED HEIGHT AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH AT&T MOBILITY.



APPROVED

MAY 28 2009

DEPARTMENT OF PLANNING AND LAND USE

ENLARGED SITE PLAN

SCALE: 1" = 10'-0"

NOTES:

1. THE LOCATION OF ANTENNAS SHALL BE A MINIMUM OF 10 FEET SCALED FROM FIELD LANDING OR ANY IMPLEMENT THAT DOES NOT PROFOUNDLY WOULD BE REQUIRED TO USE OR MAINTAIN IN THE NORMAL PERFORMANCE OF THEIR JOBS
2. ROOF MOUNTED COAX CABLE TRAYS SHALL BE LOCATED IN A WAY THAT THERE IS A MINIMUM 3 FOOT SCALED HORIZONTAL SEPARATION FROM THE TANK ROOF ACCESS/VENTS ON ALL TANKS. COVERS ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF SIXTY BANDING SURROUNDING THE TRAY AND COVER AT THE BEGINNING AND END OF EACH PIECE AND AT 5 FOOT INTERVALS. EACH SEGMENT OF THESE COVERS WILL BE CLEARLY AND PERMANENTLY MARKED IN A WAY THAT IDENTIFIES THE OWNER.
3. UNDER NO CIRCUMSTANCES WILL DRILLING OR WELDING BE ALLOWED ON DISTRICT FACILITIES
4. PAINT CONTAIN ON TANKS MAY BE HAZARDOUS. THE DISTRICT WILL PROVIDE A COATING DATA SHEET IF REQUIRED. THE MATERIAL SHALL BE HANDLED AND DISPOSED OF PER CAL/OSHA GUIDELINES AND A DISPOSAL MANIFEST SHALL BE PROVIDED TO THE DISTRICT. ANY COSTS ASSOCIATED WITH THE HANDLING, TRANSPORTATION, AND "CONSIGNED" STORAGE OF THIS MATERIAL IS SOLELY THAT OF THE AT&T MOBILITY CONTRACTOR

BOOTH & SUAREZ
ARCHITECTURE :: PLANNING

PREPARED FOR

at&t MOBILITY

9925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

M.P.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
SINGULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

OTAY MONARCH TANK

PROJECT NUMBER

SS0631-02

1697 BURRIS DRIVE
EL CAJON, CA 92019
SAN DIEGO COUNTY

DRAWING DATES

07/18/05	PRELIM ZD REVIEW (cl)
07/25/05	FINAL ZD REVIEW (rew)
08/17/05	ZD REVISIONS (rel)
11/21/05	OWNER COMMENTS (cal)
02/22/06	PLANNING SUBMITTAL (cl)
06/01/08	REVISED ZD (rd)
06/05/08	REVISED ZD (rd)
06/25/08	REVISED ZD (cl)
10/08/08	REVISED ZD (ldc)
10/12/08	REVISED ZD (cl)
11/22/08	REVISED ZD (cl)
02/02/09	REVISED ZD (cl)
02/26/09	REVISED ZD (cw)
04/19/09	PLANNING COMMENTS (cl)
05/18/09	PLANNING COMMENTS (cw)
05/12/09	REVISED ZD (cl)
07/10/09	REVISED ZD (cw)
10/21/09	PLANNING COMMENTS (rw)

SHEET TITLE

ENLARGED SITE PLAN

PROJECTS\SS0631-02\SS0631A01.1.dwg

A-0.1

EXHIBIT D

ATTACHMENT B
PERMITS

COUNTY OF SAN DIEGO
DEPARTMENT OF PLANNING AND LAND USE
BUILDING DIVISION
24 Hour Inspection Request Line 1-800-351-2551

SAN DIEGO OFFICE
5201 RUFFIN ROAD, SUITE B
SAN DIEGO, CA 92123-1666
(858) 565-5920

PERMIT APPLICATION

1697 Burris Dr. Ste. C Log No. 1617-20090128 0157
Site Address
Cross Street Tina St. Community El Cajon
THOMAS BROS: 1272-D2
Class Code 3311 Use of Structure Cell Site

	DESCRIPTION	AREA	VALUATION
BUILDING	X02	1	$125,000
		273	

	FEE	DESCRIPTION
ELEC		100 Amp
PLMB		
MECH		
MISC		

WWDP No. or Sewer Receipt No. or Department of Environmental Health approval N/A

USE REGULATIONS	A70	
NEIGHBORHOOD REGS.		
DEVELOPMENT REGS. Density	1/5	
Lot Size	2 AC	FY 60 C P/L L.IS 15
Building Type	C	
Max. Floor Area	–	
Floor Area Ratio	–	ES 35 C P/L L.R 25
Height	C	
Coverage	–	☐ Discretionary Permit Number
Setback	C	
Open Space	–	
SPECIAL AREA REGS.	–	P08-066 (AT+T)

MINIMUM STRUCTURE SETBACK

Legal Description

Plans approved by REM Date 08/04/09
Zoning approved by J Downs Date 08/10/09
Application approved by V Mattoty Date 08/10/09

APPLICANT TO COMPLETE THIS SIDE - *PLEASE PRINT FIRMLY WITH BALLPOINT PEN*

BUILDING PROJECT IDENTIFICATION

1 Site Address 1697 Burris Dr. Ste. C Assessor's Parcel No. 517-282-09
Owner's Name AT&T Mobility Telephone Number (858) 824-2600
Owner's Mailing Address 5738 Pacificenter Blvd Zip Code 92121

2 LICENSED CONTRACTOR DECLARATION - I hereby affirm that I am licensed under provisions of Chapter 9 of Division 3 of the State of California Business and Professions Code, commencing with Sec. 7000, and my license is in full force and effect.
Signature Charles Connolly Date 11 Aug-09

3 CALIFORNIA LICENSED CONTRACTOR INFORMATION
Contractor's Name Overland Contracting Inc Telephone Number 913 458 9422
CA License Class A CA License Number 738367
Contractor's Mailing Address 11401 Lanar Lasac Depart Pl Overland Parks KS 66

4 OWNER-BUILDER DECLARATION - I hereby affirm that I am exempt from the Contractor's State License Law for one of the following reasons:
☐ I, as owner of the property, building or improving structure thereon, or appurtenances thereto, will do the work myself or through my own employees with wages as their sole compensation. None of the structures, with or without the appurtenances thereto, are intended or offered for sale (Sec. 7044(a), Business and Professions Code). NOTICE TO APPLICANT: In all actions brought in the Contractor's State License Law, proof of the sale or offering for sale of any structure by the owner-builder within one year after completion of same constitutes a rebuttable presumption affecting the burden of proof that such structure was undertaken for purposes of sale. Proof of the sale or offering for sale of five or more structures by the owner-builder within one year after completion generally constitutes a conclusive presumption that the structures were undertaken for purposes of sale (Sec. 7044(c)(3), Business and Professions Code).

5 ☐ I, as owner of the property, building or improving structures thereon, or appurtenances thereto, will contract with a contractor(s) or subcontractor(s) licensed pursuant to the Contractors' State License Law to construct the project. I will not construct more than four (4) single-family residential structures which are intended or offered for sale within a calendar year, except that such limitation shall not apply if I contract with a general contractor for the construction (Sec. 7044(b), Business and Professions Code).

6 ☐ I am a homeowner improving my principal place of residence, or appurtenances thereto, and the following conditions exist: (1) the work will be performed prior to sale, (2) I have resided in the residence for the twelve months prior to completion of the work, and (3) I have not used this exemption from the Contractor's State License Law on more that two structures more than once during any three year period (Sec. 7044(c), Business and Professions Code).

7 NOTICE TO APPLICANT: Sec. 7031.5 of the Business and Professions Code specifies that each county or city which requires the issuance of a permit as a condition precedent to the construction, alteration, improvement, demolition or repair of any building or structure shall also require that each applicant for such a permit file as a condition precedent to the issuance of a permit a statement which he or she has prepared and signed stating that the applicant is licensed under the provisions of the Contractor's State License Law, or, if the applicant is exempt from the provisions of the Contractor's State License Law, the basis for the alleged exemption. Any violations of Sec. 7031.5 by any applicant for a permit shall be subject to a civil penalty of not more than five hundred dollars ($500).
Owner's Signature _____ Date _____

WORKERS' COMPENSATION DECLARATION
I hereby affirm under penalty of perjury one of the following declarations:
☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
☑ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
8 Carrier Zurich America Policy Number WC 4464135 3
(This section need not be completed if the permit is for one hundred dollars ($100) or less)
☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
Applicant's Signature _____ Date _____
WARNING: Failure to secure worker's compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000), in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest and attorney's fees.

CONSTRUCTION LENDING AGENCY
9 I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).
Lender's Name _____ Lender's Address _____

10 I certify that I have read this application and state that the above information is correct. I agree to comply with all county ordinances and state laws relating to building construction, and hereby authorized representatives of this county to enter upon the above-mentioned property for inspection purposes.
Applicant's Signature Justin Suarez Architecture Date 11/10/09
Applicant's Address PO Box 4451 San Diego CA 92018

http://www.sdcounty.ca.gov/dplu/
DPLU #291 (8/3/07)

Distribution: White - Inspector
Yellow - Permittee

COUNTY OF SAN DIEGO
DEPT. OF PLANNING AND LAND USE
BUILDING DIVISION
5201 Ruffin Road. Suite B
San Diego, CA 92123-1666
(858) 565-5920

FEE STATEMENT

Permit Type & Number: 1019 - 20090139 **Statement Date:** 11 AUG 2009
Permit Description: PERMIT-COMMERCIAL
Project Name:
Permit Owner Name: AT&T MOBILITY
Site Address: 1697 BURRIS DR
El Cajon, CA 92020
APN: 517-282-09-00
Project No:
Client No:

Project Description/Scope
Cross street: TINA ST.

Description of Work: UNMANNED CELL SITE NEW 273 SQFT CONCRETE BLOCK ENCLOSURE WITH 3 EQUIPMENT CABINETS, & 12 NEW ANTENNAS FACADE MOUNTED ON AN EXISTING WATER TANK & NEW 200 AMP METER FOR AT&T MOBILITY

Fee/Deposit Details

Valuation: $125,000.00

Fee Code	Description	Acct. Code	Amount
1CO0016XXO	STATE FEE (COMMERCIAL)	1006372-995-10	7.65
1CO0017XXO	SEISMIC FEE (COMMERCIAL)	1006372-995-10	26.25
1CO0021XXO	GREEN BLDG FEE (RES & COMM)	1006372-995-10	5.00
1BP0145XXO	ELECTRIC PERMIT ONLY	1006372-995-10	226.00
1CO0040XXO	ARCHIVING BASE FEE - RECORDS RETENTION	1006372-995-10	8.20
1CO0041XXO	ARCHIVING FEE - PLAN PAGES (OVER 11X17)	1006372-995-10	48.30
1CO0043XXO	ARCHIVING FEE - LETTER/LEGAL UP TO 11X17	1006372-995-10	40.00
1BP0132XXO	PERMIT - COMM MISC. ANT., CANOPY,RACKS	1006372-995-10	527.00
		Total Amount Due:	$888.40

COUNTY OF SAN DIEGO

DEPARTMENT OF PLANNING AND LAND USE
5201 Ruffin Road, Suite B
San Diego, CA 92123
858-694-2960

RECEIPT NUMBER: **09-0584337**
Cashier: **CTRIEUPL**

APN: 517-282-09-00
DATE ISSUED: 11-AUG-2009
PERMIT: 1019 20090139
SCOPE: COMM'L MISC (ANTENNA, CANOPY, RACKS)
SITE ADDRESS: 1697 BURRIS DR
SUBDIVISION:
CITY: El Cajon, CA 92020

PARCEL OWNER: OTAY WATER DISTRICT
ADDRESS:
CITY/STATE/ZIP: , 00000

PERMIT OWNER: AT&T MOBILITY
ADDRESS: 5738 PACIFIC CENTER BLVD
CITY/STATE/ZIP: SAN DIEGO, CA 92121

Fees Calculated 12 Months Back

Date	Fee Code	Description	Paid to Date	This Receipt	Balance Due
11-AUG-2009	1CO0016XXO	STATE FEE (COMMERCIAL)	$0.00	$7.65	$0.00
11-AUG-2009	1CO0017XXO	SEISMIC FEE (COMMERCIAL)	$0.00	$26.25	$0.00
11-AUG-2009	1CO0021XXO	GREEN BLDG FEE (RES & COMM)	$0.00	$5.00	$0.00
11-AUG-2009	1BP0132XXO	PERMIT - COMM MISC. ANT., CANOPY,RACKS	$0.00	$527.00	$0.00
11-AUG-2009	1CO0040XXO	ARCHIVING BASE FEE - RECORDS RETENTION	$0.00	$8.20	$0.00
11-AUG-2009	1CO0041XXO	ARCHIVING FEE - PLAN PAGES (OVER 11X17)	$0.00	$48.30	$0.00
11-AUG-2009	1CO0043XXO	ARCHIVING FEE - LETTER/LEGAL UP TO 11X17	$0.00	$40.00	$0.00
11-AUG-2009	1BP0145XXO	ELECTRIC PERMIT ONLY	$0.00	$226.00	$0.00
		Totals:		$888.40	$0.00

Payment Code	Description	Amount
CHECK	CHECK #31158	$888.40

Tendered:	$888.40
Change:	$0.00
Balance Due:	$0.00

ERIC GIBSON
DIRECTOR

County of San Diego

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

May 26, 2009

Karen Adler
Plan Com, Inc.
302 State Place
Escondido, CA

SUBJECT: Otay Monarch Tank Wireless Telecommunications Facility Major Use Permit; P08-006; ER: 08-14-005 - TRANSMITTAL OF FINAL PROJECT DOCUMENTS AND CUSTOMER SATISFACTION SURVEY

Dear Ms. Adler:

Your Major Use Permit for a wireless telecommunications facility was approved on May 8, 2009, by the Planning Commission with various conditions (see attached decision). This letter is being provided to transmit all final project documents for your records. We would appreciate your comments on the processing of your discretionary project. We have attached a Customer Satisfaction Survey along with a self-addressed stamped envelope. Your comments will be used to help us serve you better in the future.

As a reminder, you must satisfy all "A" Conditions prior to obtaining any building permit, satisfy all "B" Conditions prior to occupancy, and comply with all "C" Conditions throughout the life of the permit. Please ensure that all "A" Conditions are satisfied and provide evidence of their satisfaction when you submit your building plans to the San Diego County Building Department. To assist you, DPLU staff has listed the responsible contact person(s) below for the various conditions. You may contact the responsible person below to obtain general information on how to satisfy the applicable condition.

CONDITION(S)	TASK	WHERE	WHO	PHONE
A.1	Pay off Trust Account	DPLU	Trust Account Clerk	(858) 694-3723
A.7, B.1	DPLU Sign Off Conditions	DPLU	Permit Compliance	(858) 694-3011
B	"Prior to Occupancy Conditions"	DPW	PDCI	NA
B	"Prior to Occupancy Conditions"	DPLU	Building inspector	NA
B	"Prior to Occupancy Conditions"	DPLU	Zoning Counter, Planner	(858) 694-2581
C.17	Stormwater Compliance	DPW	Team Leader	(858) 495-5804
A.5	DPW Sign Off Conditions	DPW	Team Leader	(858) 495-5804
	DPW Team Leader	DPW	Richard Lantis	(858) 495-5804
	DPLU PROJECT MANAGER	DPLU	Marcus Lubich	(858) 694-8847

NOTE: Building permit plans must conform in detail to the approved design. Any project that was approved through a Site Plan, or Major Use Permit is required to be 100% consistent with that particular use permit. Failure to conform can cause delay to or denial of building permits and require formal amendment of this approved design. Any changes to the building, changes to the building layout, increase in height or square footage, changes to the number of parking spaces, changes to the building design, or changes to the approved landscaping are subject to approval of a Minor Deviation or Modification of the approved use permit. No waiver of the Uniform Building Code standards or any other code or ordinance is intended or implied.

If you have any questions or concerns please contact me at (858) 694-8847.

Sincerely,

Marcus Lubich, Project Manager

Attachment: Customer Satisfaction Survey (include self addressed stamped envelope)

cc: Otay Water District, Attn: Danny Kjonegaard, 2554 Sweetwater Springs Blvd., Spring Valley, CA 91978
AT&T Mobility, Attn: Kevin McGee, 6925 Lusk Blvd., San Diego, CA 92121

email cc:
Rick Lantis, Project Manager, Department of Public Works, M.S. 0336
Alyssa Maxson, Planning Manager, Department of Planning and Land Use, M.S. O650

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 P08-006

GRANT, as per plot plan and elevations dated March 19, 2009, consisting of 9 sheets, approved concurrently herewith, 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 consisting of twelve (12) panel antennas mounted to an existing water tank and associated equipment cabinets. The associated equipment will be surrounded by a 9 foot high Concrete Masonry Unit (CMU) wall. 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 Construction Permit and/or Encroachment Permit for any and all work within the County road right-of-way. Contact DPW Construction/Road right-of-way Permits Services Section, (858) 694-3275, to coordinate departmental requirements.

3. Obtain approval for the design and construction of all driveways, turnarounds, and private easement road improvements to the satisfaction of the Rural Fire Protection District and the Director of Public Works.

4. Obtain a grading permit prior to commencement of grading when quantities exceed 200 cubic yards of excavation or eight feet (8') of cut/fill per criteria of Section 87.201 of the County Code.

5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 through A.4 have been complied with to that Department's satisfaction.

6. Provide evidence showing that the project is in compliance with the March 21, 2000 Policy FP 2 County of San Diego Cellular Facilities Standards for Fire Protection.

7. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" condition B.1 of this Site Plan have been printed on a separate sheet of all building plans associated with this Site Plan: [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.

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

1. 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 this permit. The inspection should be scheduled for a date approximately six months subsequent to establishing occupancy or use of the premises. [DPLU, FEE]

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. 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.

6. The applicant shall maintain the appearance of the facility and associated equipment shelter, as depicted in photo simulations on file with Major Use Permit P08-006 (Attachment A), for the duration of the facility's operation.

7. 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.

8. All wireless telecommunication sites shall be kept clean and free of litter.

9. All equipment cabinets shall display a legible operator's contact number for reporting maintenance problems.

10. 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.

11. Wireless telecommunication facilities with use discontinued shall be considered abandoned 90 days following the final day of use.

12. 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.

13. The County reserves the right to remove any facilities that are abandoned for more than 90 days at the expense of the facility owner.

14. Any abandoned site shall be restored to its natural or former condition. Grading and landscaping in good condition may remain.

15. Noise from any equipment supporting the facility shall meet the requirements of the County's Noise Ordinance on an average hourly basis.

16. Equipment cabinets and antenna structures shall be secured to prohibit unauthorized access.

17. 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.

18. 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 April 2, 2009, on file with DPLU as Environmental Review Number 08-14-005.

MSCP FINDINGS

It is hereby found that the proposed project is in conformance with the Multiple Species Conservation Program and the Biological Mitigation Ordinance for the reasons detailed in the Conformance with the MSCP Subarea Plan Findings dated, April 2, 2009, on file with DPLU as Environmental Review Number 08-14-005.

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:

This is a request for a Major Use Permit to authorize the construction and operation of an unmanned wireless facility. The proposed unmanned

wireless telecommunication facility consist of mounting twelve (12) panel antennas to an existing 34 foot high water tank and associate equipment surrounded by a 9 foot high Concrete Masonry Unit (CMU) block wall, both of which are consistent with the height requirement of the Zoning Ordinance.

Photo simulations on file with Major Use Permit P08-006 (Attachment A) illustrate that the proposed wireless facility and associated equipment are unobtrusive to the surrounding viewshed. The associated equipment will be surrounded by a 9 foot tall CMU block wall that will screen the equipment from view. The view from the surrounding area will be minimized because the project is designed to be masked (CMU wall will be painted dark tan to match hillside and panel antennas will be painted to match the water tank) and will blend into the surrounding vegetation and topography. The project is compatible with adjacent uses in terms of scale and bulk because of the masked design, the existence of other vertical elements (existing water tank and existing vegetation), and the location of the facility. Therefore, the project will not substantially increase the scale and bulk of the existing structure and result in negative impacts to the surrounding areas.

Coverage:

The subject parcel is 1.06 acres in size. Surrounding land uses consist of residential land uses with parcel sizes ranging from approximately 1.06 to over 23 acres in size. The project is located on a parcel that is developed with a 34 foot high water tanks and wireless telecommunications facility. The lease area for this unmanned wireless telecommunication facility will total 465 square-feet (less than 2% lot coverage). Due to the small scale of the facility, the addition of the telecommunication facility will maintain similar coverage with surrounding parcels.

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 Miguel Consolidated Fire Protection District. The San Miguel Consolidated Fire Protection District has certified availability of fire protection. In addition, the project has been reviewed and found to be FP-2 compliant. The project will not require water or

sewer services. Electrical and telephone services are available on-site. All required utilities are therefore available for the project.

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

This is a request for a Major Use Permit to authorize the construction and operation of an unmanned wireless facility. The facility consists of twelve (12) panel antennas façade mounted to an existing 34-foot tall water tank owned by the Otay Water District. The proposed panel antennas will be painted to match the water tank. Associated equipment consists of four (4) outdoor equipment cabinets enclosed by a 9-foot high Concrete Masonry Unit (CMU) block wall painted dark tan to blend with surrounding hillside. The project will not adversely affect the desirable neighborhood character because the project is designed to be masked, and 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 P08-006 (Attachment A) 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 water tanks to which the proposed panel antennas will be mounted and existing vegetation. The photo simulations demonstrate that the project is visually unobtrusive to the surrounding viewshed. 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 Burris Drive, 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 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 Burris Drive and surrounding streets.

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 1.06 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 masked 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 Estate Development Area (EDA) Regional Category, (17) Estate Residential Land Use Designation, and the Valle De Oro Community 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: 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.

EXHIBIT E

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED _____, _____ (THE "LEASE")

Memorandum of Lease

Check one option.

√ None.

☐ See Attached.

AGENDA ITEM 8

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 4, 2009
SUBMITTED BY:	James Cudlip, Finance Manager	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Joseph R. Beachem, Chief Financial Officer		
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager, Administration & Finance		
SUBJECT:	Rate Adjustment for Mexico Agreement to Transfer Water		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only.

COMMITTEE ACTION: _____

See Attachment A.

BACKGROUND:

On October 9, 2008, the Board approved the District's portion of *Amendment No. 1 to Agreement for Temporary Emergency Delivery of a Portion of the Mexican Treaty Waters of the Colorado River to the International Boundary in the Vicinity of Tijuana, Baja California, Mexico, and for the Operation of Facilities in the United States* ("the Agreement"), which extended the existing Agreement for a five-year period beyond November 9, 2008. As a part of this action, the contract price (wheeling rate) that the District charges for water pumped through District facilities was set at $96.48 per acre-foot for calendar year 2009. This was a reduction from the previous rate of $118.14 per acre-foot.

Under terms and conditions of the Agreement, charges for water delivered to Mexico will remain constant for the calendar year, except for charges associated with the cost of energy, which may be adjusted on a quarterly basis as appropriate. Any changes to the Schedule of Charges to be paid by Mexico are required to be submitted to the United States Commissioner 45 days prior to the beginning of each quarterly period. To adjust the rate effective January 1, 2010, the approved new rate is due to the United States Commissioner no later than November 16, 2009.

ANALYSIS:

Deliveries of water to Mexico are based on a schedule provided by Mexico to the United States Commissioner on a calendar year basis. Water is pumped to the Mexico connection from the District's 870-1 Pump Station, which also pumps water to the District's 870-1 Reservoir in the Otay Mesa area. There are a total of 4 energy bills (SDG&E) attributable to the pump station that are used in the calculations for the overall power costs. The water volumes pumped to both Mexico and the Reservoir are added together, and the energy costs for Mexico are allocated based on its percentage of the total water volume. The energy costs are then added to the maintenance and repair costs directly attributable to the Mexico connection and expressed as a cost per acre-foot.

Overall power costs have been coming down over the last several months and, based on the methodology described above, staff has recalculated the "Unit payment due OWD for delivery charges and other expenses ($/acre-foot)" to be used by the San Diego County Water Authority (CWA) on their monthly billing invoices to Mexico for water deliveries. Effective January 1, 2020, the proposed rate is $65.98 per acre-foot.

This reduction in energy costs from calendar year 2009 to 2010 is an overall reduction in price of 31.6%. This is similar to energy cost reductions evidenced by Metropolitan Water District of approximately 34.9%

FISCAL IMPACT:

None. This adjustment maintains the District in a cost neutral position.

STRATEGIC OUTLOOK:

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.

LEGAL IMPACT:

None.

General Manager

Attachments:

A) Committee Action Form

ATTACHMENT A

SUBJECT/PROJECT:	Rate Adjustment for Mexico Agreement to Transfer Water

COMMITTEE ACTION:

The Finance, Administration, and Communications Committee accepts Staff's report as 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.

AGENDA ITEM 9

OTAY WATER DISTRICT

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 4, 2009
SUBMITTED BY:		W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Joseph R. Beachem, Chief Financial Officer		
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager, Administration and Finance		
SUBJECT:	Informational Item Discussing the Ongoing Monitoring of the Water Rate Forecast		

GENERAL MANAGER'S RECOMMENDATION:

That the Board receives this informational item regarding the ongoing monitoring of the water rate forecast.

COMMITTEE ACTION: _____

Please see Attachment A.

PURPOSE:

To inform the Board of the ongoing monitoring of the water rate forecast.

ANALYSIS:

As a result of the greater than expected downturn in water sales, staff was prompted to reevaluate the rate forecast. The primary tool for this is the District's six-year rate model. Rates are projected such that the District's financial strength is maintained in all six years. This means that the debt coverage ratios remain strong and all reserve targets are met. The model was updated for numerous variables, with an end result that shows the projected necessary rate increase to maintain financial strength is expected to be very close to or slightly lower than the prior projection of 19.9%.

As there are many other variables that will be updated in the next budget process, the slight reduction is encouraging. Having said this, it is too early to modify the expectations of the customers.

Sales Volume Reduction
One of the most significant variables in the rate model is water sales. Staff has initiated numerous processes to increase the monitoring of sales. Using a new daily report, which shows potable and reclaimed sales along with budgeted sales, staff has seen that the conservation levels have started to moderate. Sales at the end of the first month were below budget by 12%. This increased to 13% by the end of August. This trend reversed itself in September with sales moving above budget, bringing the sales deficit down to 8% below budget.

This report is monitored closely not just to evaluate the projected sales but also to monitor how well the District is doing compared to the CWA water allocation. At the end of the first quarter, Otay's water purchases are 19.7% below the allocation levels. Staff estimates that it is very unlikely sales volumes will change in such a dramatic fashion such that the District would be at risk of paying the penalty pricing.

Rate Model Update
The updated rate model is encouraging as it takes into account a number of variables which put upward pressure on rates. Even with these pressures, the overall change was slightly down. In the list below, numerous modifications that put downward pressure on rates are listed along with those that put upward pressure on rates.

- Adjustments Reducing Rates
    - Cash Reserves Updated
    - Meter Sales are Up
    - Reduction and Deferral of the Debt Issuance
    - CIP Update
    - CWA Rate Correction
    - September/October Rate Increase
    - Legal Settlement

- Adjustments Increasing Rates
    - Prop 1A Amount Modification
    - 10.7% Additional Conservation
    - CWA September 1st Increase
    - 20,000 AFT Desal Fiscal 2012
    - Reclaimed Price Increase July 2010
    - Customer Credits

Ongoing Conservation
This updated rate model takes into account some significant negative impacts to the District. One of the most significant

is the substantial level of conservation set at 10.7% below budget, with additional 2% conservation in each of the next two years. This level appears to be moderately aggressive based on September sales rebounding to greater than budgeted levels. Having said this, it is reasonable to estimate that sales volumes will again drop with the new pricing signals and it is also reasonable that the water shortages will not abate in the near future, placing continued pressure on customers to conserve.

Reclaimed Water Purchase Price

Another significant variable is the reclaimed price increases. Staff took a very adverse stance on this variable and used the reclaimed rates shown in the City's recently released draft study. While staff estimates that this rate will not be realized due to the unreasonable approach of treating the District as a retail customer as opposed to a wholesale customer, staff wanted to see rates if this scenario is realized.

Deferral of Debt Issuance

Another significant change is the reduction and deferral of the planned COPS debt issuance. The prior estimate was that $41 million was necessary to fund the next two years of CIP projects. With the new Engineering estimates and the higher than expected reserve level, the funding requirement has been reduced to $25 million. Also significant is that almost all of this funding is not needed until the 2011 fiscal year. Staff is evaluating the pros and cons of deferring the debt issuance for one year. The primary benefit is that the District does not hold unneeded funds for one year while it pays interest. This early issuance strategy puts a significant requirement onto rates in an already financially difficult year. The primary negative is that interest rates are expected to increase during that year, which would increase the overall cost of a deferred issuance. Staff is working on the various scenarios and will be presenting this to the Board in the near future.

Optional Timing of the Rate Increase

A positive that has been highlighted by this rate model evaluation is the option for the Board, while maintaining strong debt coverage ratios, to increase rates in October of 2010 instead of waiting until January 2011 and by doing so reduces the next rate increase by a sizable amount. A fair portion of this reduced increase will be shifted to the subsequent year thereby smoothing out the rate impact to the customer.

Ongoing Assessments

The next budget cycle presents continued challenges. As staff gets closer to the budget cycle, significant efforts will be made to continue cost saving measures. It is also expected that the annual request to transfer funds will have sizable changes due to significant economic changes. Staff will continue to evaluate various rate model scenarios as the budget cycle approaches and as various economic factors become more clear. Any significant changes that present substantial challenges to the District will be brought forward for the Board's consideration.

FISCAL IMPACT:

None.

STRATEGIC GOAL:

Through well-established financial policies and wise management of funds, the District will continue to guarantee fiscal responsibility to its ratepayers and the community at large.

LEGAL IMPACT:

General Manager

Attachments:

A) Committee Action Form
B) Presentation

ATTACHMENT A

SUBJECT/PROJECT:	Informational Item Discussing the Ongoing Monitoring of the Water Rate Forecast

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.

Attachment B

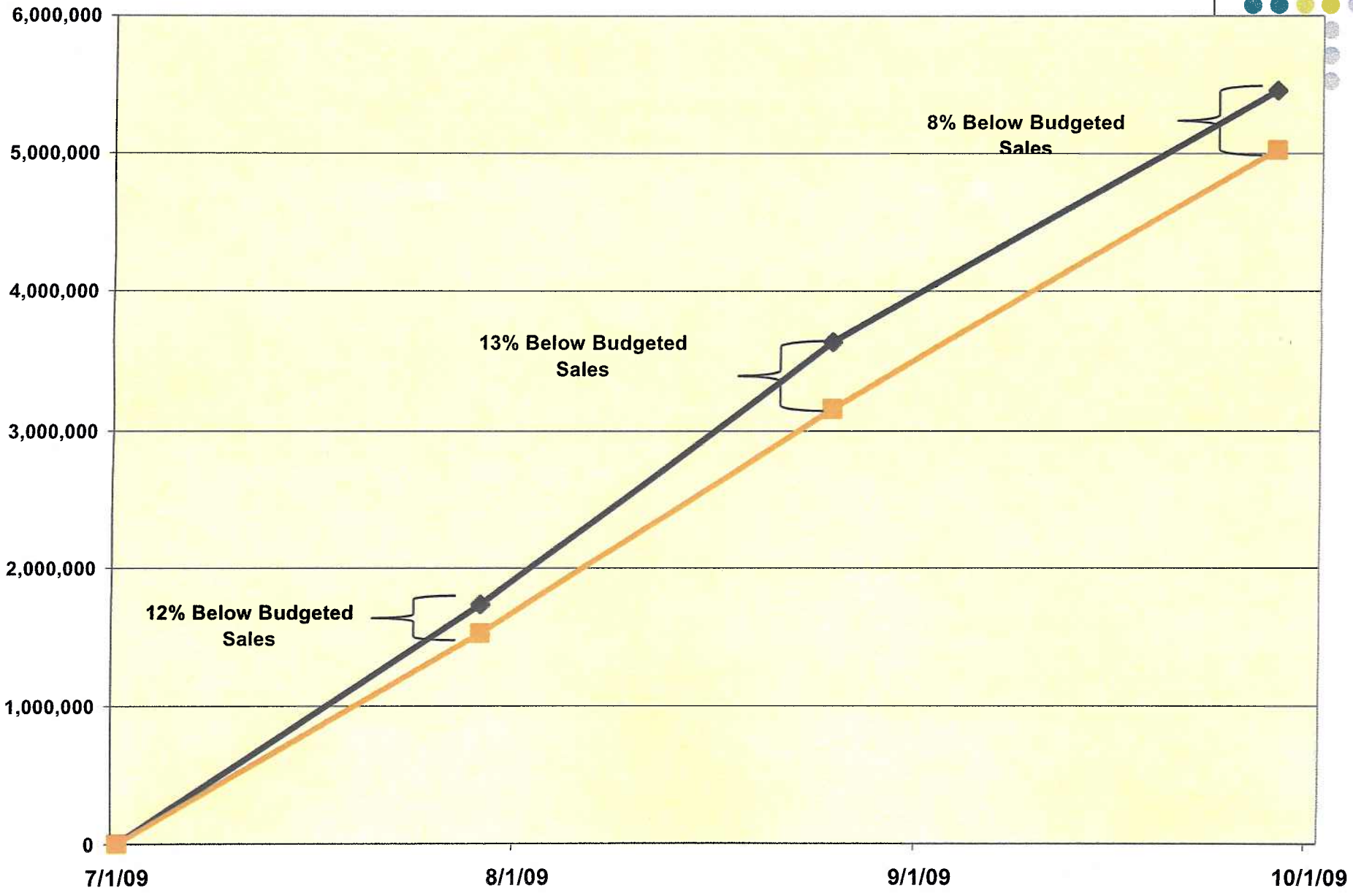
Rate Forecasting

November 4, 2009

Factors Prompting an Updated Rate Forecast

- Sales Volume is Down
  - Economic Recession
  - Conservation Messages
  - Pricing Signals
  - Cool Weather
  - Potential El Nino
- Volume of water sold is 8% lower than budgeted.

Water Sales Volume



CWA Potable Allocation

- CWA has implemented an allocation program. If the District purchases more than the allotted amount then the District pays for the water at a much higher penalty price.
- At the end of the first quarter, the District is 19.7% below the allocation.

Rate Model Considerations

- Staff Reviews
  - Historical factors not matching model projections.
  - Future projections that no longer match model projections.

  - Factors controlled by the District.
  - Factors controlled by other parties.

  - Factors changing with economic changes.
  - Factors changed by potential contracts.

Rate Model Considerations

- Adjustments Reducing Rates
  - Cash Reserves Updated
  - Meter Sales are Up
  - Annual Debt Issuances
  - CIP Update
  - CWA Rate Correction
  - September/October Rate Increase
  - Legal Settlement
- Adjustments Increasing Rates
  - Prop 1A Amount Modification
  - 10.7% Additional Conservation
  - CWA September 1st Increase
  - 20,000 aft Desal Fiscal 2012
  - Reclaimed Price Increase July 2010
  - Customer Credits

Continued Monitoring & Evaluation

- During the next budgeting cycle staff expects the following changes:
  - Staffing Projections
  - CWA/MWD Rate Changes
  - Energy Costs
  - Materials & Administrative Costs
  - Additional CIP Adjustments
  - Growth Projections
  - Interest
  - Debt Financings

Ongoing Assessments

- While the initial revisions to the rate model are encouraging, it is too early to change expectations.

AGENDA ITEM 10

OTAY WATER DISTRICT ESTABLISHED 1956

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 4, 2009
SUBMITTED BY:	Kelli Williamson, Human Resources Manager	W.O./G.F. NO:	DIV. NO.
APPROVED BY: (Chief)	Rom Sarno, Chief of Administrative Services		
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager, Finance and Administration		
SUBJECT:	Information Regarding Contracting Non-Core District Services		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item.

COMMITTEE ACTION: _____

See Attachment A.

PURPOSE:

At the Budget Workshop held on May 21, 2009, the Board of Directors requested further information regarding contracting out of non-core services and the resulting cost-savings realized by the District. This report provides a summary of many of the changes that have been implemented in the past several years.

ANALYSIS:

In order to enhance efficiencies and reduce costs, Staff has looked for opportunities to outsource non-core functions in several areas that have resulted in a savings to the District. Often it is difficult to quantify the savings due to the services covering only a portion of a full-time equivalent (FTE) position. However, over the long term it enables the District to reduce the need for additional positions.

Some examples of complete programs that have been outsourced are easier to quantify. For example, in 2005, the District outsourced the landscaping function. The District was able to move the four FTE positions to other core areas that were experiencing growth and required additional resources in lieu of adding four additional employees (one each to Lead Meter Maintenance Worker, Meter

Maintenance/Cross Connection Worker, Recycled Water Distribution Operator and Water Systems Operator). Based on a review of those positions today, the District continues to realize a savings of approximately $172,000 per year. In addition, in 2004 the District outsourced the janitorial services which included washing of District vehicles. The District was able to move the two FTE positions to other areas (one to Building Maintenance Assistant and one to Water Systems Operator). Based on a review of those positions today, the District continues to realize a savings of approximately $61,000 per year.

Some other non-core duties that have been contracted out to enhance efficiencies and eliminate the need for additional staffing are as follows:

- Meter clean out work was contracted out and is no longer being conducted by our meter reading staff, allowing more reads per meter reader.
- AMR meter installations are performed by a contractor. This has both significantly reduced the cost per meter replacement and sped up the replacement process. This has resulted in a savings of approximately $50,000 per year.
- Implementation of new fleet management program has allowed us to reduce costs and staffing. One mechanic position was eliminated in FY09 resulting in an ongoing annual savings of approximately $105,000.
- Outsourcing of after-hour security response. After-hour alarms are handled by a security firm that is trained and equipped to respond and investigate security alarms. This has eliminated the need to have Otay staff respond from home or be diverted from other tasks. This has not only been more cost-effective but has also eliminated the risk of exposing staff to those situations.
- Outsourcing of after-hour monitoring of the Information Technology (IT) Network has not only improved the security of our systems and records but it is also significantly less expensive than adding staff with very specific training and certifications to manage this ever-changing technology.
- Credit card payment processing has saved us about .60 of an FTE position by not having our staff process payments directly and having an outside company provide this service at a much less expensive rate. In addition, the credit card fees were transitioned to the customers, saving the District additional funds. Overall, this is equivalent to approximately $100,000 cost savings per year.

- Remittance processing services have eliminated the need for the District to add one FTE position, eliminated maintaining costly equipment, and major problems associated with Workers' Compensation claims from employee repetitive motion injuries. This is equivalent to approximately $90,000 cost savings per year.

- The bill and file printing of customer invoices was outsourced at a significant savings in staff costs and equipment and improved options for services.

- Automatic out-dialing has eliminated the need for customer service staff to make calls and is significantly less expensive and provides increased flexibility on hours and days the calls can be made.

- Transfer of Water Conservation staff and administrative responsibility for managing the Garden has eliminated 3.8 FTE positions and continued subsidy by Otay of other conservation garden programs. The District provided approximately $132,000 per year in-kind services for the Garden at the time the District was the host agency.

- Records room support which includes preparation, scanning, processing, storage, and destruction of official records has been outsourced to a records firm. This along with automation of records process has allowed us to not fill one FTE position and has significantly streamlined our records program. This is equivalent to approximately $90,000 cost-savings per year.

- Potable and recycled water plan checking and inspection services for on-site recycled water systems are completed by an engineering firm. One full-time Engineering Technician was eliminated. This is equivalent to approximately $102,000 cost savings per year.

- Beginning in January 2009, the District began using temporary employment services for Senior Civil Engineer duties. Although the costs are similar, by using temporary employment services, the District is able to better manage costs because as work fluctuates, the District can modify the hours a temporary employee is used.

Redirecting Resources to areas with increased workload

As part of its succession plan the District evaluates each current or anticipated vacancy to determine if the position should be filled as classified or moved to another area of greater priority and workload. This has resulted in several positions being either eliminated or reassigned to other departments/needs. Some examples include:

- Two Water System Operators to SCADA Technician and Assistant Disinfection Technician
- Accounting Assistant (Accounts Payable)to Customer Service Representative
- Program and Systems Support Analyst to GIS Programmer/Analyst
- Water Systems Supervisor to Lead Recycled Water Distribution Operator
- Water Systems Technician to Lead Reclamation Operator
- Human Resources Analyst to Water Conservation Specialist
- Engineering Technician I to Customer Service Representative I
- Associate Civil Engineer to Environmental Compliance Specialist
- Office Assistant (Engineering) to Customer Service Representative I

FISCAL IMPACT:

Although not all items are easily quantified in the analysis section, those with listed cost-savings are summarized in the chart below:

Type of Service	Cost-Savings
Landscaping	$172,000
Janitorial Services	$61,000
AMR Meter Installations	$50,000
Fleet Mgmt. Program	$105,000
Credit Card Payment Processing	$100,000
Remittance Processing	$90,000
In-Kind Support for Conservation Garden	$132,000
Records Room Support	$90,000
Plan Checking	$102,000
TOTAL	**$902,000**

STRATEGIC GOAL:

1. Optimize the District's Operating Efficiency.

2. Review Staffing Plan Needs.

LEGAL IMPACT: _____

General Manager

Attachment A - Committee Action

ATTACHMENT A

SUBJECT/PROJECT:	Information Regarding Contracting Non-Core Services

COMMITTEE ACTION:

The Finance, Administration and Communications Committee met on October 19, 2009 to review this informational item.

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 11

OTAY WATER DISTRICT

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	November 4, 2009
SUBMITTED BY:	Geoffrey Stevens, Chief, Information Technology and Strategic Planning	W.O./G.F. NO:	DIV. NO.
APPROVED BY: (Chief)			
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager, Finance and Administration		
SUBJECT:	FY 2009 Strategic Plan and Performance Measures Report and Report on AWWA Self-Assessment Survey		

GENERAL MANAGER'S RECOMMENDATION:

No recommendation. This is an informational item only.

COMMITTEE ACTION: _____

See "Attachment A".

PURPOSE:

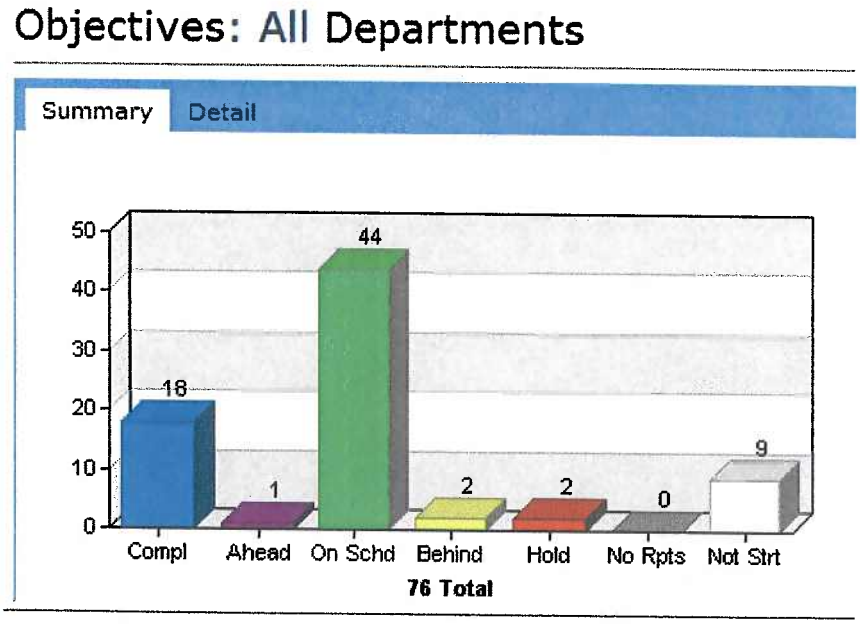
To provide a fiscal year-end report on the District's Strategic Performance Plan.

ANALYSIS:

The District has completed the first year of the Strategic Plan for FY 2009 to FY 2011. Overall, results continue to be positive with the District exceeding its target for both strategic plan objectives (at least 90% complete or on track) and performance measures (at least 75% on target). Detailed information on each objective and measure is also available electronically on the Board Extranet. Looking at these results in more detail:

Strategic Plan Objectives- Changing to Meet Future Needs

Strategic plan objectives are designed to ensure we are making the appropriate high-level changes necessary to move the agency in the planned direction to meet new challenges and opportunities. Overall performance of strategic plan objectives is positive with 63 of 65 objectives (97%) complete, ahead, or on schedule and two items behind schedule. Nine items are not scheduled to start and two items are on hold and are thus excluded from the calculation.

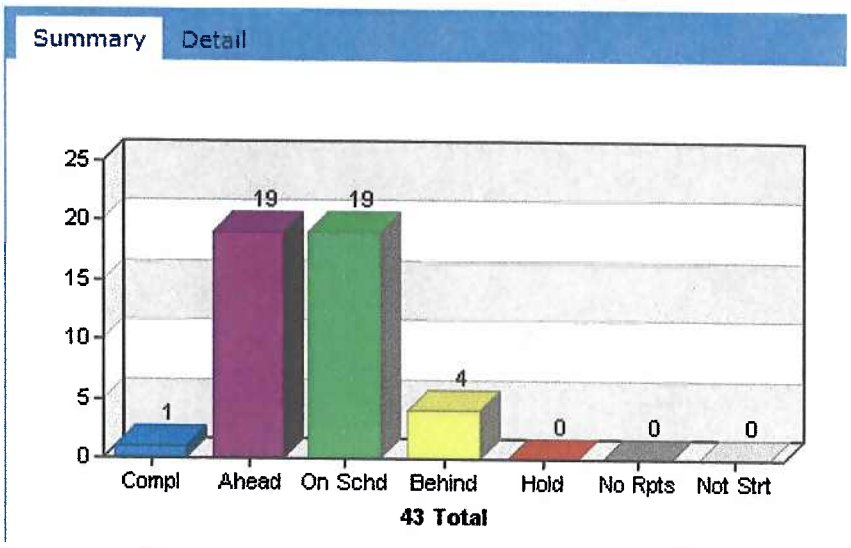


63/65 Objectives complete, ahead, or on schedule (97%). Target is 90%.

Performance Measures - Monitoring Day-To-Day Performance

Performance measures are designed to track the day-to-day performance of the District. Sometimes referred to as a "dash board", these items attempt to measure the effectiveness and efficiency of daily operations. The overall goal is that at least 75% of these measures be rated "on target". District results in this area are also positive with 39 Of 43 (90%) items achieving the desired level or better.

Measures: All Departments



39/43 Measures on or ahead of schedule (91%).
Target is 75%.

Balanced Scorecard - External View

The Balanced Scorecard methodology is designed to ensure that a company is performing consistently on a wide range of measures necessary to ensure both short-term and long-term improvements. From this perspective the results are also positive. In seven of the eight categories the District is on or ahead of schedule or target. The one area where we are behind (Learning and Growth - Objectives) is due to delay experienced in our records program as a result of a change in direction.

Balanced Scorecard

FY 2009 • Qtr 4 • All Departments

Green = meets or exceeds/ Red = does not meet

Departmental Perspective - Internal View of Performance

The departmental perspective, that is breaking down performance objectives and measures by the responsible internal departments, is also positive. All five departments meet or exceed expectations in both areas.

Department View

FY 2009 • Qtr 4 • All Scorecard Areas

Departments		
1-Administrative Services	Objectives	Measures
2-Engineering	Objectives	Measures
3-Finance	Objectives	Measures
4-Information Technology	Objectives	Measures
5-Operations	Objectives	Measures

Green = meets or exceeds/ Red = does not meet

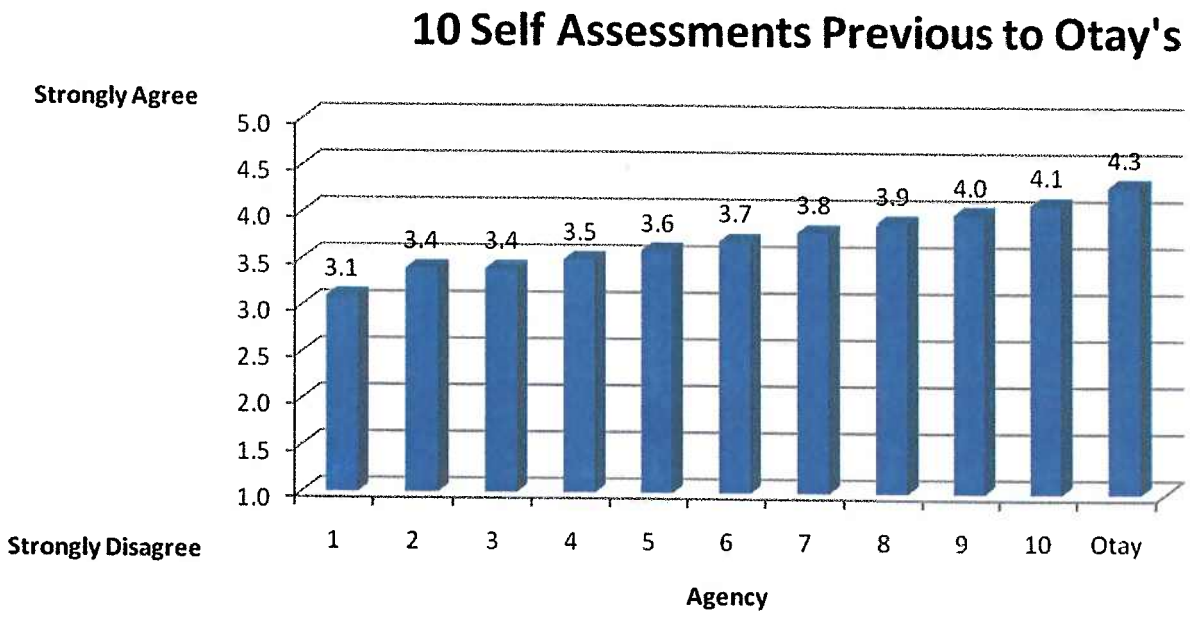
Report on AWWA Self-Assessment Survey

In the early part of fiscal year 2010, the District implemented AWWA's industry best practices survey. This survey was meant to serve as a self assessment, or internal perspective, on how well Otay complies with industry standard best practices. The survey consisted of a collection of statements categorized by five corresponding business systems: leadership and organizational development, business operations, customer relations, wastewater operations, and water operations. All Otay staff was asked to participate in this survey in hopes that the District could learn how well we, as an entire agency, compare with other water districts in implementing industry best practices.

The results of this survey have shown that employees of the District have a high opinion of how the business is run. When rating their level of agreement with each statement of practice relative to Otay, 1 being strongly disagree, and 5 being strongly agree, responses averaged a 4.3 overall. Putting this into perspective, 4.3 is higher than the last 10 agencies that participated in AWWA's best practices survey. Looking at individual business area results, that is results by specific business function such as, capital improvement program, strategic planning, information management, human resources management, etc., not a single area fell below a 3.9 average response.

Results were also categorized by position, tenure, and department. This sort of analysis is important, as one group of responses may have more weight than another. For example, supervisors may have a better understanding of District compliance with best practices than non-supervisors. What is interesting, however, is that in this case there was less than a .7 variance amongst all categories. The average response for supervisors was a 4.5 and non-supervisors 4.2. Employees who have been at the District 1 year or less had an average response of 4.2 whereas employees who have been at the District for more than 5 years had an average response of 4.4. When evaluating departmental results, only a .7 variance was found when comparing the average response.

The results of the survey not only show that Otay as a whole perceives itself as a well-run agency, but that employees, despite their position, tenure, or department, have the same level of agreement about how the business is run. The 4.3 average denotes that District staff "Agrees" Otay complies with industry best practices.



FISCAL IMPACT:

None at this time.

STRATEGIC GOAL:

Strategic Plan and Performance Measure reporting is a critical element in providing performance reporting to the Board and staff.

LEGAL IMPACT:

None.

General Manager

Attachment: "A" - Committee Action Report

ATTACHMENT A

SUBJECT/PROJECT:	FY 2009 Strategic Plan and Performance Measures Report and Report on AWWA Self-Assessment Survey

COMMITTEE ACTION:

The Finance, Administration, and Communications Committee reviewed this item at a meeting held on October 19, 2009. 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.