

Rancho Santa Fe Fire Protection District

Board of Directors Meeting

Agenda



Rancho Santa Fe FPD Board Room
18027 Calle Ambiente, Ste. 101
Rancho Santa Fe, CA 92067

September 16, 2026
1:00 PM
Regular Meeting

Public Comment: To submit a comment in writing, please email smontagne@ranchosantafefire.gov and write "Public Comment" in the subject line. In the body of the email include the item number and/or title of the item as well as your comments. If you would like the comment to be read aloud at the meeting (not to exceed five minutes), please write "Read Out Loud at Meeting" at the top of the email. All comments received by 11:00 am will be emailed to the Board of Directors and included as "Supplemental Information" on the district's website prior to the meeting. Any comments received after 11:00 am will be added to the record and shared with the members of the Board at the meeting.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk 858-756-5971 ext. 1014. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to assure accessibility to the meeting.

Rules for Addressing the Board of Directors: Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk. Any person may address the Board on any item of Board business or Board concern. The Board cannot act on any matter presented during the Public Comment but can refer it to staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may act on matters of an urgent nature, or which require immediate attention. The time allotted for each presentation is subject to the discretion of the board and based on the number of intended speakers. Each audience member will be allotted an equal amount of time.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the Board Clerk's office located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours. Packet documents are also posted online at www.ranchosantafefire.gov.

Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

September 16, 2026



1. Call to Order
2. Pledge of Allegiance
3. AB 2449 Approve Director's Request
 - If a request is submitted, consider approval of the Director's request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449
4. Determination of a Quorum/Roll Call
5. Approval of Agenda
6. Public Comment

This portion of the agenda may be utilized by any person to address the Board of Directors on any matter within their jurisdiction. However, depending on the subject matter, the Board may be unable to respond at this time or until the specific item is placed on the agenda at a future meeting, as provided by The Brown Act. Comment time will be set based on the number of intended speakers.
7. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff, or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

8. Consent Calendar
 - a. Board of Directors Minutes
 - Minutes of August 19, 2026ACTION REQUESTED: **Approve**
 - b. Receive and File
 - Monthly/Quarterly Reports for August 2026
 - (1) List of Demands:

Checks and Electronic Funds Transfers (EFTs) totaling:	\$ 1,028,596.96
Payroll(s) totaling:	\$ <u>1,068,300.82</u>
TOTAL DISTRIBUTION	\$ 2,096,897.78
 - (2) Grant Recap
 - (3) Division Reports – August 2026
 - (a) Operations
 - (b) Training
 - (c) Fire Prevention
- ACTION REQUESTED: **Receive and File**

Rancho Santa Fe Fire Protection District Board of Directors

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9. Correspondence

None

10. New Business

a. Resolution 2026-08

Discuss and/or adopt Resolution 2026-08, A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Authorizing Overtime and Portal to Portal Pay for Employees.

[Staff Report 26-17](#)

ACTION REQUESTED: **Adopt**

b. Lease Amendment – Verizon

Requesting approval to execute the first amendment to the Verizon communication lease agreement.

[Staff Report 26-18, Exhibit A, Exhibit B](#)

ACTION REQUESTED: **Approve**

11. Oral Reports

- i. Fire Chief
- ii. Operations
- iii. Training
- iv. Fire Prevention
- v. Finance
- vi. Board of Directors
 - North County Dispatch JPA
 - County Service Area – 17
 - Rancho Santa Fe Fire District Foundation
 - Director Comments

12. Adjournment

The next regular Board of Directors meeting is to be held on October 21, 2026, in the Board Room located at 18027 Calle Ambiente, Ste. 101, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

CERTIFICATION OF POSTING

I certify that on September 10, 2026, a copy of the foregoing agenda was posted on the district's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on September 10, 2026:

SKMontagne

Sarah Montagne
Board Clerk

Rancho Santa Fe Fire Protection District

Regular Board of Directors Meeting

Minutes August 19, 2026



These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

Director Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00pm.

Pledge of Allegiance

Finance Manager Burgen Havens led the assembly in the Pledge of Allegiance.

AB 2449 Approve Director's Request

No request was made.

Determination of a Quorum

A quorum was confirmed.

Roll Call

Directors Present: Ashcraft, Barnard, Hillgren, Stine, Tanner

Directors Absent: None

Staff Present: Fire Chief Dave McQuead; Deputy Chief Jim Mickelson; Training Captain Kyle Carranza; Deputy Fire Marshal Conor Lenehan; Finance Manager Burgen Havens; Board Clerk Sarah Montagne; Battalion Chief Luke Bennett; Fire Captain Tanner Worley; Fire Engineer Ray Ligtenberg; Fire Captain Ian O'Connor; Fire Captain Nate Fritchle; Fire Engineer Abel Martinez; Firefighter/Paramedic Aaron Frazee

RSF Fire District Foundation: Retired Fire Chief Frank Twohy

1. Approval of Agenda

MOTION BY DIRECTOR BARNARD, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve agenda as presented.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

2. Public Comment

No comments were made.

3. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all Resolutions/Ordinances.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
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4. **Consent Calendar**

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve consent calendar as presented.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

5. **Public Hearings**

a. **AB2561 - Reporting on Vacancies, Recruitment, and Retention**

Captain Ian O'Connor spoke on behalf of L3439, expressing appreciation for the work of the District and Board related to recruitment and retention

6. **Closed Session**

a. With respect to every item of business to be discussed in closed session pursuant to Section 54957: PUBLIC EMPLOYEE EMPLOYMENT

Title: Fire Engineer

Closed session convened at 1:13p. Direction given. Open session reconvened at 1:19p

7. **New Business**

a. **AB2561 - Reporting on Vacancies, Recruitment, and Retention**

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file the AB2561 Vacancy Report.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

b. **FY2026/2027 Budget**

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to adopt the final budget for FY2026/2027.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

c. **Resolution 2026-07**

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to adopt Resolution 2026-07 entitled a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District extending the waiver of District facility use fees for certain community uses of the Station 6 Community Room.

AYES: ASHCRAFT, BARNARD, HILLGREN, STINE, TANNER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
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8. **Adjournment**

Meeting adjourned at 2:28pm.

The next regular Board of Directors meeting is to be held on September 16, 2026, in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

Sarah Montagne
Board Clerk

James H. Ashcraft
President

Check Issue Date	Check Number	Payee	Amount	Invoice GL Account Title
8/7/2026	40285	A to Z Plumbing Inc	\$294.85	BUILDING: RSF1
8/7/2026	40285	A to Z Plumbing Inc	\$250.00	BUILDING: RSF2
8/7/2026	40285	A to Z Plumbing Inc	\$250.00	BUILDING: RSF3
8/7/2026	40285	A to Z Plumbing Inc	\$250.00	BUILDING: RSF4
8/7/2026	40286	APCD	\$411.00	PERMITS
8/7/2026	40286	APCD	\$782.00	PERMITS
8/7/2026	40287	AT&T Calnet 2/3	\$58.77	UTILITIES: RSF3
8/7/2026	40287	AT&T Calnet 2/3	\$36.20	UTILITIES: ADMIN
8/7/2026	40288	BWB Contractors, Inc	\$24,670.00	CAPITAL - FACILITIES
8/7/2026	40289	California PPE Recon Inc	\$475.50	PPE
8/7/2026	40290	Caselle INC.	\$4,354.17	SUBSCRIPTIONS
8/7/2026	40291	CCAI	\$695.00	TRAINING: PREVENTION
8/7/2026	40291	CCAI	\$125.00	MEMBERSHIPS
8/7/2026	40292	Charter Communications Holdings LLC (Sp	\$1,229.93	UTILITIES: ADMIN
8/7/2026	40292	Charter Communications Holdings LLC (Sp	\$56.75	UTILITIES: RSF4
8/7/2026	40293	Cielo Village Partners LP	\$3,600.12	BUILDING: ADMIN
8/7/2026	40294	Cleaning Services Master's LLC	\$180.00	BUILDING: ADMIN
8/7/2026	40294	Cleaning Services Master's LLC	\$180.00	BUILDING: ADMIN
8/7/2026	40295	COR Security Inc	\$433.24	BUILDING: ADMIN
8/7/2026	40296	County of SD/RCS	\$72.50	800 MHz NETWORK FEES
8/7/2026	40296	County of SD/RCS	\$1,754.74	RADIOS
8/7/2026	40296	County of SD/RCS	\$3,648.00	800 MHz NETWORK FEES
8/7/2026	40297	Cox Communications	\$649.74	UTILITIES: RSF5
8/7/2026	40298	Discount Tire	\$152.88	APPARATUS/VEHICLES
8/7/2026	40298	Discount Tire	\$1,317.76	APPARATUS/VEHICLES
8/7/2026	40299	Duff Mechanic Services	\$6,000.00	BUILDING: RSF1
8/7/2026	40300	Duthie Electric Svc Corp	\$890.94	GENERATORS
8/7/2026	40301	EDCO Waste & Recycling Inc	\$238.06	UTILITIES: RSF6
8/7/2026	40301	EDCO Waste & Recycling Inc	\$271.16	UTILITIES: RSF5
8/7/2026	40302	Genuine Parts Company, Inc.	\$153.01	FUEL/PROPANE
8/7/2026	40302	Genuine Parts Company, Inc.	\$382.14	APPARATUS/VEHICLES
8/7/2026	40303	Guardian Life Insurance Co	\$7,305.27	MEDICAL/DENTAL INSURANCE
8/7/2026	40304	K & M Pest Solutions	\$546.00	BUILDING: RSF6
8/7/2026	40305	Mr. Tint Inc	\$800.00	APPARATUS/VEHICLES
8/7/2026	40306	Olivenhain Municipal Water District	\$304.35	UTILITIES: RSF3
8/7/2026	40307	Puretec Industrial Water	\$125.80	BUILDING: RSF5
8/7/2026	40307	Puretec Industrial Water	\$54.44	BUILDING: RSF2
8/7/2026	40307	Puretec Industrial Water	\$54.44	BUILDING: RSF4
8/7/2026	40307	Puretec Industrial Water	\$48.00	BUILDING: RSF5
8/7/2026	40307	Puretec Industrial Water	\$125.80	BUILDING: RSF5
8/7/2026	40308	Race Telecommunications INC	\$179.50	UTILITIES: RSF1
8/7/2026	40309	Rincon Del Diablo Municipal Water Distri	\$500.28	UTILITIES: RSF5
8/7/2026	40309	Rincon Del Diablo Municipal Water Distri	\$111.83	UTILITIES: RSF5
8/7/2026	40310	Robert Half International	\$1,560.00	TEMPORARY STAFF EXPENSE
8/7/2026	40311	RSF Mail Delivery Solutions	\$150.00	OFFICE EXPENSES
8/7/2026	40312	SC Commercial LLC	\$3,414.24	FUEL/PROPANE
8/7/2026	40312	SC Commercial LLC	\$1,489.63	FUEL/PROPANE
8/7/2026	40312	SC Commercial LLC	\$2,520.73	FUEL/PROPANE

8/7/2026	40313 Target Solutions Learning	\$6,722.00	SUBSCRIPTIONS
8/7/2026	40314 U.S. Bank Corporate Payment Systems	\$23,505.37	CAL-CARD PROGRAM
8/7/2026	40315 Waste Management Inc	\$455.73	UTILITIES: RSF2
8/7/2026	40315 Waste Management Inc	\$762.36	UTILITIES: RSF1
8/7/2026	40315 Waste Management Inc	\$535.28	UTILITIES: RSF4
8/7/2026	40315 Waste Management Inc	\$478.38	UTILITIES: RSF3
8/7/2026	40316 Waterwerx Inc.	\$2,007.00	BUILDING: RSF4
8/7/2026	40317 Western Fire Protection	\$920.00	BUILDING: RSF5
8/17/2026	40318 About Service Automotive	\$299.30	APPARATUS: SCHEDULED
8/17/2026	40319 AT&T	\$70.20	UTILITIES: RSF6
8/17/2026	40320 AT&T Calnet 2/3	\$3,986.79	UTILITIES: RSF4
8/17/2026	40320 AT&T Calnet 2/3	\$2,657.86	UTILITIES: RSF6
8/17/2026	40320 AT&T Calnet 2/3	\$61.42	UTILITIES: RSF2
8/17/2026	40320 AT&T Calnet 2/3	\$122.57	UTILITIES: RSF4
8/17/2026	40320 AT&T Calnet 2/3	\$219.14	UTILITIES: ADMIN
8/17/2026	40321 B&G Consultants	\$2,310.00	PROFESSIONAL SERVICES-MISC
8/17/2026	40322 BPAS	\$153.00	HSA HEALTH SAV ACCT - ACTIVE
8/17/2026	40323 Dale's Garage Door	\$480.00	BUILDING: RSF6
8/17/2026	40324 Fitch Law Firm Inc	\$2,553.65	LEGAL SERVICES
8/17/2026	40325 GoTo Technologies USA, LLC	\$1,204.45	UTILITIES: RSF6
8/17/2026	40326 Griffin Ace Hardware Co.	\$33.75	BUILDING: RSF4
8/17/2026	40326 Griffin Ace Hardware Co.	\$111.51	STATION SUPPLIES
8/17/2026	40327 Hoch Consulting	\$2,636.25	PROFESSIONAL SERVICES-MISC
8/17/2026	40328 Home Depot INC	\$1,659.37	BUILDING: RSF6
8/17/2026	40329 Jonathan Lim	\$301.70	PPE
8/17/2026	40329 Jonathan Lim	\$150.85	PPE
8/17/2026	40330 Knox Company Inc	\$1,298.00	SUBSCRIPTIONS
8/17/2026	40331 Konica Minolta Business Inc	\$245.35	COPIER MAINTENANCE CONTRACT
8/17/2026	40332 Nigro & Nigro	\$10,500.00	ACCOUNTING/AUDIT SVCS
8/17/2026	40333 R.E. Badger & Son INC.	\$400.00	BUILDING: RSF6
8/17/2026	40334 Robert Half International	\$1,274.13	TEMPORARY STAFF EXPENSE
8/17/2026	40335 San Diego Union-Tribune	\$1,415.82	ADVERTISING & LEGAL NOTICES
8/17/2026	40336 Santa Fe Irrigation District	\$218.91	UTILITIES: RSF1
8/17/2026	40336 Santa Fe Irrigation District	\$392.58	UTILITIES: RSF1
8/17/2026	40337 SC Commercial LLC	\$1,034.30	FUEL/PROPANE
8/17/2026	40337 SC Commercial LLC	\$1,611.48	FUEL/PROPANE
8/17/2026	40337 SC Commercial LLC	\$538.70	FUEL/PROPANE
8/17/2026	40338 SDG&E	\$82.42	UTILITIES: RSF5
8/17/2026	40338 SDG&E	\$808.08	UTILITIES: RSF6
8/17/2026	40339 Shred it Stericycle	\$170.89	OFFICE EXPENSES
8/17/2026	40340 State Fire Training	\$150.00	TRAINING: SUPPRESSION
8/17/2026	40340 State Fire Training	\$150.00	TRAINING: SUPPRESSION
8/17/2026	40341 State of CA DIR	\$675.00	ELEVATOR
8/17/2026	40342 TK Elevator Corporation	\$1,052.22	ELEVATOR
8/17/2026	40343 TruePoint Solutions LLC	\$1,938.75	CONSULTING SVCS - PREVENTI
8/17/2026	40343 TruePoint Solutions LLC	\$6,600.00	CONSULTING SVCS - PREVENTI
8/17/2026	40344 Western State Design Inc	\$349.00	BUILDING: RSF3
8/21/2026	40345 A to Z Plumbing Inc	\$674.00	BUILDING: RSF5
8/21/2026	40346 AT&T	\$172.80	UTILITIES: RSF5
8/21/2026	40347 California PPE Recon Inc	\$2,678.86	PPE
8/21/2026	40348 Charter Communications Holdings LLC (Sp	\$291.34	UTILITIES: ADMIN
8/21/2026	40349 Cleaning Services Master's LLC	\$180.00	BUILDING: ADMIN

8/21/2026	40349 Cleaning Services Master's LLC	\$180.00	BUILDING: ADMIN
8/21/2026	40350 Diamond Environmental Svcs LP	\$208.48	TRAINING- MATERIALS/SUPPLIES
8/21/2026	40351 E7 Systems LLC	\$378.75	CONSULTING SVCS - PREVENTI
8/21/2026	40352 Entenmann-Rovin Co Inc.	\$222.11	UNIFORMS
8/21/2026	40353 L N Curtis & Sons Inc	\$3,498.32	PPE
8/21/2026	40354 Liebert Cassidy Whitmore	\$306.00	LEGAL SERVICES
8/21/2026	40354 Liebert Cassidy Whitmore	\$1,530.00	LEGAL SERVICES
8/21/2026	40355 MES Service Company LLC	\$582.24	SCBA EQUIPMENT
8/21/2026	40356 Nationwide Medical Surgical Inc	\$1,149.43	CSA-17 CONTRACT
8/21/2026	40357 Rincon Consultants, Inc	\$4,550.75	PROFESSIONAL SERVICES-MISC
8/21/2026	40358 SC Commercial LLC	\$3,070.96	FUEL/PROPANE
8/21/2026	40358 SC Commercial LLC	\$2,487.26	FUEL/PROPANE
8/21/2026	40359 SDG&E	\$4,475.31	UTILITIES: RSF4
8/21/2026	40359 SDG&E	\$259.09	UTILITIES: ADMIN
8/21/2026	40359 SDG&E	\$3,773.42	UTILITIES: RSF2
8/21/2026	40359 SDG&E	\$702.74	UTILITIES: RSF5
8/21/2026	40359 SDG&E	\$851.11	UTILITIES: ADMIN
8/21/2026	40359 SDG&E	\$3,261.26	UTILITIES: RSF3
8/21/2026	40359 SDG&E	\$1,315.32	UTILITIES: ADMIN
8/21/2026	40359 SDG&E	\$3,950.63	UTILITIES: RSF1
8/28/2026	40360 Advanced Communication Systems Inc	\$1,102.50	RADIOS
8/28/2026	40361 All Star Fire Equipment INC.	\$3,212.63	PPE
8/28/2026	40362 Avenza Systems Inc	\$849.95	SUBSCRIPTIONS
8/28/2026	40363 Blend	\$419.34	OFFICE EXPENSES
8/28/2026	40364 CFCA	\$30.00	TRAINING: ADMINISTRATION
8/28/2026	40365 County of San Diego ROV	\$15,000.00	PROFESSIONAL SERVICES-MISC
8/28/2026	40366 Direct Energy Business-Dallas	\$2,094.58	UTILITIES: RSF1
8/28/2026	40367 Duthie Electric Svc Corp	\$324.45	GENERATORS
8/28/2026	40368 Fader Electric	\$540.00	BUILDING: RSF1
8/28/2026	40369 Geocon Incorporated	\$3,722.00	PROFESSIONAL SERVICES-MISC
8/28/2026	40370 Griffin Ace Hardware Co.	\$51.19	STATION SUPPLIES
8/28/2026	40370 Griffin Ace Hardware Co.	\$67.19	EQUIPMENT - MINOR
8/28/2026	40371 HGW Architecture	\$22,056.50	PROFESSIONAL SERVICES-MISC
8/28/2026	40372 JJJ Enterprises	\$463.65	BUILDING: RSF3
8/28/2026	40373 Lincoln National Life Ins Co	\$436.95	LIFE INSURANCE
8/28/2026	40373 Lincoln National Life Ins Co	\$547.60	LIFE INSURANCE
8/28/2026	40374 Morris Mechanical	\$1,205.16	EQUIPMENT - MINOR
8/28/2026	40375 Motorola Solutions Inc	\$1,722.49	RADIOS
8/28/2026	40376 North County EVS Inc	\$7,319.65	APPARATUS: SCHEDULED
8/28/2026	40376 North County EVS Inc	\$5,164.90	APPARATUS: REPAIR
8/28/2026	40376 North County EVS Inc	\$1,637.20	APPARATUS: REPAIR
8/28/2026	40376 North County EVS Inc	\$255.39	APPARATUS: SCHEDULED
8/28/2026	40376 North County EVS Inc	\$1,670.62	APPARATUS: REPAIR
8/28/2026	40376 North County EVS Inc	\$6,964.14	APPARATUS: SCHEDULED
8/28/2026	40376 North County EVS Inc	\$3,834.73	APPARATUS: REPAIR
8/28/2026	40376 North County EVS Inc	\$175.25	APPARATUS: SCHEDULED
8/28/2026	40376 North County EVS Inc	\$2,801.12	APPARATUS/VEHICLES
8/28/2026	40377 Olivenhain Municipal Water District	\$285.39	UTILITIES: RSF6
8/28/2026	40378 Robert Half International	\$1,560.00	TEMPORARY STAFF EXPENSE
8/28/2026	40379 RSF Security Inc	\$50.00	UTILITIES: RSF5
8/28/2026	40380 San Miguel Fire Protection District	\$309,184.00	WORKERS' COMP INSURANCE
8/28/2026	40381 SC Commercial LLC	\$1,913.12	FUEL/PROPANE

8/28/2026	40381 SC Commercial LLC	\$1,627.45	FUEL/PROPANE
8/28/2026	40381 SC Commercial LLC	\$537.32	FUEL/PROPANE
8/28/2026	40381 SC Commercial LLC	\$2,804.34	FUEL/PROPANE
8/28/2026	40382 Verizon Wireless	\$1,041.27	CSA-17 CONTRACT
8/28/2026	40382 Verizon Wireless	\$1,768.64	CELLULAR
8/28/2026	40383 Western State Design Inc	\$548.00	BUILDING: RSF2
8/7/2026	26080701 CalPERS - Health	\$4,298.12	JULY PREMIUMS-NON-PERS
8/7/2026	26080702 CalPERS - Health	\$125,940.40	JULY PREMIUMS
8/13/2026	26081701 Joseph Carter	\$1,537.51	TRAINING: SUPPRESSION
8/17/2026	26081702 Michael Velasquez	\$450.00	TRAINING: PREVENTION
8/21/2026	26082101 CalPERS	\$262,195.15	PERS JULY RETIREMENT
8/26/2026	26082801 Sean Canfield	\$748.82	DEPLOYMENT EXPENSES
8/26/2026	26082802 Michael Weeks	\$250.00	CSA-17 CONTRACT
		<u>\$999,616.22</u>	

8/7/2026	\$28,980.74	BPAS Transfer- August 2026
Total:	<u>\$28,980.74</u>	

8/15/2026	\$381,168.67	RSF Fire Payroll
8/30/2026	\$687,132.15	RSF Fire Payroll
Total:	<u>\$1,068,300.82</u>	

Grand Total:	\$2,096,897.78
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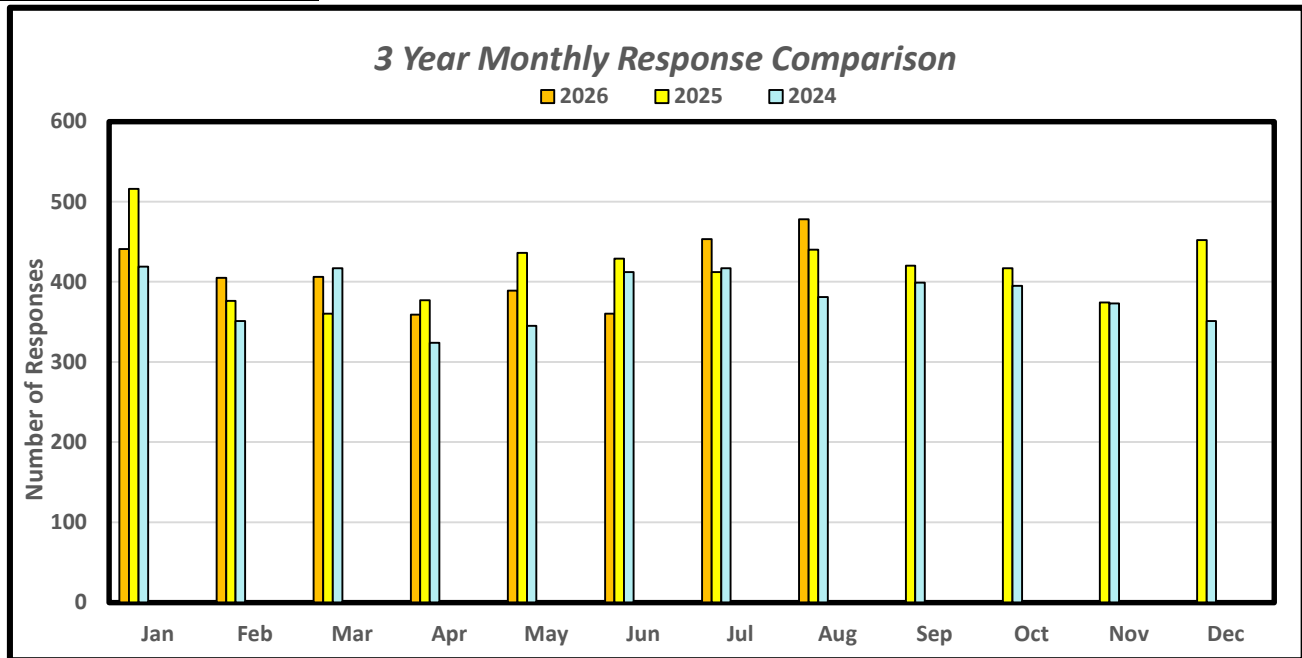
RSF Grant Re-Cap August 2026

Status	Date Submitted	Agency/Grantor Name	Description / Items Requested	Amount Requested	Total Received	Notes:
ACTIVE	9/30/2021	FEMA	Covid Forced Labor OT	\$ 93,084.25		RFI completed 8/2022. Under eligibility review.
ACTIVE	9/29/2022	UASI FY23	Training Courses	\$ 89,098.86		Reimbursement Submitted; \$52,644.82; 1 of 3 received \$4,520.00
ACTIVE	9/26/2023	UASI FY24	Fresno Symposium & Training Courses	\$ 63,620.00		Reimbursement Submitted; \$4,000.00
ACTIVE	9/12/2024	UASI FY25	Fresno Symposium & Training Courses	\$ 15,000.00		Application Submitted
ACTIVE	9/10/2025	SHSGP FY25	Sonicwall Firewall & Router System	\$ 15,523.00		Application Submitted
ACTIVE	1/22/2026	SHSGP FY26	6 Radios	\$ 14,666.00		Application Submitted
ACTIVE	12/15/2024	AFG FY25 (Assistance to Firefighters Grant)	Self Contained Breathing Apparatus	\$ 596,000.00		Approved for \$352,636.36
ACTIVE	2/1/2025	California Office of Traffic Safety	Advanced auto extrication training	\$ 14,218.00	\$13,334.82	Payment received; \$13,334.82
ACTIVE	3/1/2026	SD Regional Fire Foundation	Auto Extrication Tools for 2 New Engines	\$ 50,000.00		Submitted
		RSF Fire Protection District General Fund	Auto Extrication Tools for 2 New Engines	\$ 50,000.00		
ACTIVE	6/26/2026	FY26 Defense Community Infrastructure program Proposal (DCIP)	Emergency Communication Center	\$ 10,500,000.00		Application Submitted
			Escondido Creek/San Marcos Defensible Space/Roadway Clearance	\$ 325,864.00		Elfin Forest/Harmony Grove Clean Up; Collaborating w/UrbanCorp, San Marcos Fire and Escondido Fire; 3 year grant - 1/2023-12/2025; Financials going through UrbanCorp. Work completed 2024.
CLOSED	8/1/2022	Coastal Conservancy	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Scott Schieber accepted. Process is officially closed.
CLOSED	4/21/2023	RSF Association	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Cory Ender accepted. Process is officially closed
CLOSED	5/10/2024	RSF Association	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Blaine Nelson accepted. Process is officially closed
CLOSED	4/14/2025	RSF Association	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Approved. Jackets received from Fire ETC.
CLOSED	5/15/2023	SD Regional Fire Foundation (County Supervisor Terra Lawson-Remer)	70 Wildland Brush Jackets	\$ 7,380.00		Approved. Tools received from LN Curtis.
		RSF Fire Protection District General Fund	70 Wildland Brush Jackets	\$ 9,286.97		
CLOSED	5/15/2023	SD Regional Fire Foundation	E-Hydraulic Extrication Tools	\$ 5,000.00		
		County Supervisor Terra Lawson-Remer	E-Hydraulic Extrication Tools	\$ 20,000.00		
		RSF Fire Protection District General Fund	E-Hydraulic Extrication Tools	\$ 20,000.00		
CLOSED	9/7/2021	UASI FY19	Rescue Systems 1	\$ 7,705.26	\$7,664.19	Completed-Check Received
CLOSED	7/6/2022	UASI FY20	Training; L-954 Course	\$ 15,196.00	\$15,196.00	Approved 04/08/2022. Check Received 9/2023.
CLOSED		UASI FY21	Fresno Symposium & Rescue Systems 1	\$ 20,655.00	\$0.00	Lowered to \$4,195.14; Not eligible for reimbursement
CLOSED		UASI FY22	Fresno Symposium	\$ 15,000.00	\$0.00	Not seeking Reimbursement - No Symposium in FY22
CLOSED	4/17/2024	SHSGP FY21	4 Radios	\$ 22,904.00	\$24,433.00	County allocated an additional \$1,529.00. Check received.
CLOSED		SHSGP FY22	4 Radios	\$ 20,338.00	\$20,338.00	Completed-Check received
CLOSED		SHSGP FY23	2 Radios, MacBooks	\$ 17,080.00	\$ 17,080.00	Completed-Check Received
CLOSED	5/29/2024	SHSGP FY24	Multigas Monitors	\$ 12,655.00	\$12,146.00	Completed-Check Received
RSF Fire District Foundation						
	12/7/2021	RSF Foundation	Forcible Entry	\$ 8,905.00	\$ 8,905.00	(1) Multi-Force Door (Forcible Entry Door Simulator). 50/50 split with the District for pendants, cell guards for Staff and harmonizers for each facility.
	9/21/2021	RSF Foundation	GIA Wellness	\$ 8,537.50	\$ 8,537.50	10 UVC LED Disinfecting Air Purifiers.
	8/19/2021	RSF Foundation	UVC Air Disinfecting	\$ 1,000.00	\$ 1,000.00	Completed.
	8/19/2022	RSF Foundation (Sharon McDonald)	E-Hydraulic Extrication Tools	\$ 45,000.00	\$ 45,000.00	Approved.
	2/22/2023	RSF Foundation	Station 6 Improvements	\$ 203,000.00	\$ 203,000.00	Approved. Items in Service.
	4/1/2023	RSF Foundation (Sharon McDonald)	UTV/Radios	\$ 196,337.00	\$196,337.00	Approved. Items delivered.
	6/16/2023	RSF Foundation	RSF3 Barbecue	\$ 1,000.00	\$1,000.00	Approved. Item delivered. Ongoing purchases procured as needed for Drone program.
	9/1/2023	RSF Foundation (Sharon McDonald)	Drone Program	\$ 50,000.00	\$50,000.00	Items delivered. Staff Report.
	11/27/2023	RSF Foundation (Sharon McDonald)	TICs	\$ 25,000.00	\$25,000.00	Approved. Items received.
	12/18/2023	RSF Foundation	Blackstone Griddle - RSF1	\$ 399.00	\$399.00	Approved. Item received and installed
	5/3/2024	RSF Foundation	Specialized turf	\$ 21,849.00	\$ 21,849.00	Approved. Items received and Installed
	5/3/2024	RSF Foundation	5-Decontamination units	\$ 16,501.00	\$ 16,501.00	Approved 50/50 Split with the district for Asphalt work
	5/3/2024	RSF Foundation	RSF6 Parking lot improvement	\$ 29,551.90	\$ 29,551.90	Approved. Project complete.
	5/3/2024	RSF Foundation	RSF2 Training Burn Prop Containers	\$ 12,000.00	\$ 12,000.00	Approved. Project complete.
	5/3/2024	RSF Foundation	RSF6 - 50 chairs for Community room	\$ 2,498.83	\$ 2,498.83	Approved. Project complete.
	1/15/2025	RSF Foundation	Winter Jackets	\$ 6,831.00	\$6,831.00	Approved. Project complete.
	4/17/2025	RSF Foundation	Streamlight Flashlights	\$ 4,966.00	\$ 4,966.00	Approved. Items Received
	4/17/2025	RSF Foundation	50% of roof replacement & solar at RSF6	\$ 187,739.50	\$187,739.50	Approved. Project complete.
	8/20/2025	RSF Foundation	TIC's	\$ 19,887.96	\$ 19,887.96	Approved. Items received
	9/17/2025	RSF Foundation (Sharon McDonald)	ATV/Trailer	\$ 75,000.00	\$75,000.00	Approved. Items received
	4/22/2026	RSF Foundation	Hurst E-hydraulic Combi-Tool (REMS Team)	\$ 20,751.96	\$20,751.96	Approved. Item received and installed
	4/22/2026	RSF Foundation	Chemical Detox Unit - RSF2	\$ 3,275.00	\$3,275.00	Approved. Items received
						Change since previous re-cap

Rancho Santa Fe Fire Protection District Operations Report

August 2026

Monthly Incidents



3 Year Call Volume Tracker:

2026		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	441	405	406	359	389	360	453	478					3,291
	YTD	441	846	1252	1611	2000	2360	2813	3291	3291	3291	3291	3291	
2025		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	516	376	360	377	436	429	412	440	420	417	374	452	5,009
	YTD	516	892	1252	1629	2065	2494	2906	3346	3766	4183	4557	5009	
2024		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	419	351	417	324	345	412	417	381	399	395	373	351	4,584
	YTD	419	770	1187	1511	1856	2268	2685	3066	3465	3860	4233	4584	

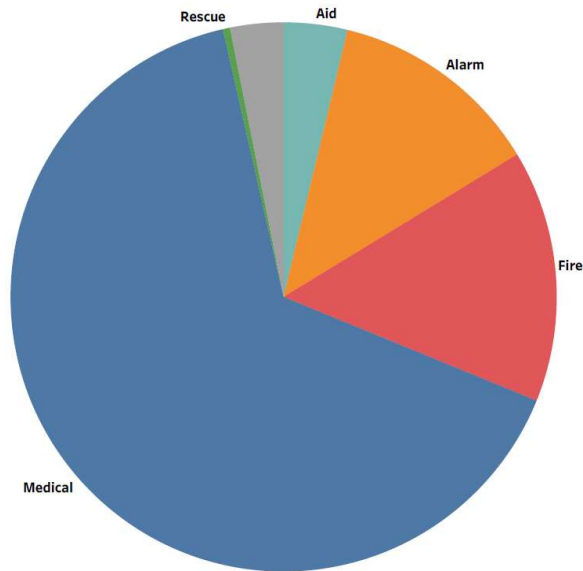
Significant Incidents

Date:	Incident:	Units Assigned:
8/5/2026	Task Force 6845T - Gann Fire	OES6309
8/11/2026	STEN-T Assignment - Hoopa Fire	BC Roman
8/12/2026	Rescue Vehicle Accident ECR and Linea Del Cielo	B264, E261, E263 M261, M264
8/18/2026	Dumpster Fire 16085 San Dieguito Rd.	B264, E261, E263, E264, AA Units
8/19/2026	REMS Assignment - Hoopa Fire	Engineer Grant and UTV263
8/22/2026	Rescue Vehicle Accident Questhaven and HGR	B264, PT266, E265, M261, M264
8/23/2026	Rescue Vehicle Accident Lone Hawk and CSB	B264, E262, E264, M262
8/23/2026	EQTR Assignment - Rowe Creek Complex	Sarah Montagne
8/27/2026	Strike Team 6848C - Timber Fire	OES6309

Rancho Santa Fe Fire Protection District Operations Report

August 2026

Assigned Incidents for RANCHO SANTA FE FPD
August 2026



Agency
RANCHO SANTA FE FPD

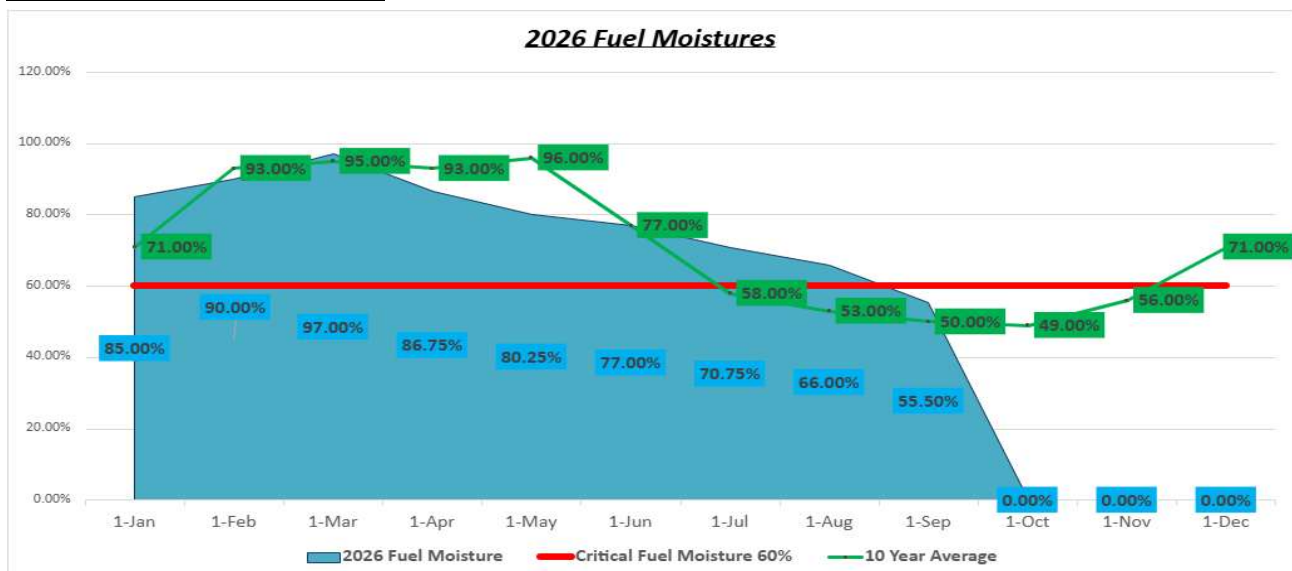
Aid	18 incidents / 3.77%
Alarm	60 incidents / 12.55%
Fire	71 incidents / 14.85%
Medical	312 incidents / 65.27%
Rescue	2 incidents / 0.42%
Other	15 incidents / 3.14%
Grand Total	478 incidents / 100.00%

Problem Category

Aid
Alarm
Fire
Medical
Rescue
Other

Data Source: AgencyDashboard_v3_Extract_v5
Data Last Updated: 9/1/2026 4:03:43 PM

Monthly Fuel Reports



Rancho Santa Fe Fire Protection District Operations Report

August 2026

WFTIIC Four Month Outlook

Visit WFTIIC Website @ <https://wftiic.ca.gov> for more information | Created: September 1, 2026



Significant Fire Potential | September - December 2026



Northern Operations | Source Link: NOPS Predictive Services

- Fluctuating weather patterns during the next four months which should include healthier periods of marine layer influences, mixed temperature and precipitation anomalies.
- Extended periods of unusually dry-flammable, dead-live fuel alignments should be most frequent across portions of the north and east during September then occur at normal time frames for the rest of the outlook period although the Region will be monitoring October closely.
- Significant Fire Potential is projected to be near to above normal during September, then lowers to normal from October to December.

Southern Operations | Source Link: SOPS Predictive Services

- Precipitation will likely be near to below normal in September and then above normal in October through December.
- Temperatures will likely be above normal in September and then below normal October through December.
- The amount of Santa Ana wind events this fall will likely be less than normal as storms drop down to the West Coast instead of moving inland into the Pacific Northwest and then drop down into the Great Basin and Desert Southwest.

Drought Monitor

California | U.S. Drought Monitor (unl.edu)



Although about 65% of California is unusually dry, actual drought remains low, with only 13.9% of the state experiencing moderate drought and a minute 1.3% in severe drought; mostly concentrated along the far northern and eastern borders, the Sierra Nevada, and the southern deserts. Based on the outlook, northeastern California and the Far Eastside face a higher risk of fire growth in September due to dry fuels. However, wildfire risk throughout the rest of the state is expected to stay at normal levels through December due to cooler autumn days, forecasted precipitation, and below normal amount of anticipated Santa Ana wind events.

2026 Fire Year in Review

Cal Fire

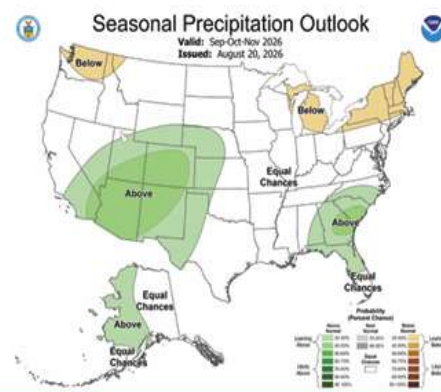
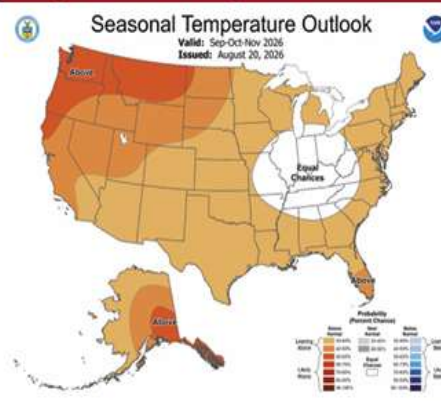
Interval	Fires	Acres
2026 Combined YTD (CALFIRE & Federal)*	5,118	302,226
2025 Combined YTD (CALFIRE & Federal)	6,504	425,680
5-Year Average (same interval)	6,598	701,005

Updated August 31, 2026

The 2026 fire year has been mild so far compared to previous years. As of August 31, 2026, approximately 302,226 acres have burned in California. This is far below the five-year average of 701,005 acres, or 57% of the average. The Gann Fire is the most destructive fire, with 48 structures destroyed. The Plaskett Fire is the largest fire and is mapped at 26,734.22 acres as of August 31, 2026. A low number of lightning strikes and mild drought conditions are possible contributing factors. However, 2026 is far from over as California enters the Santa Ana wind season.

Temperature & Precipitation

Climate Prediction Center



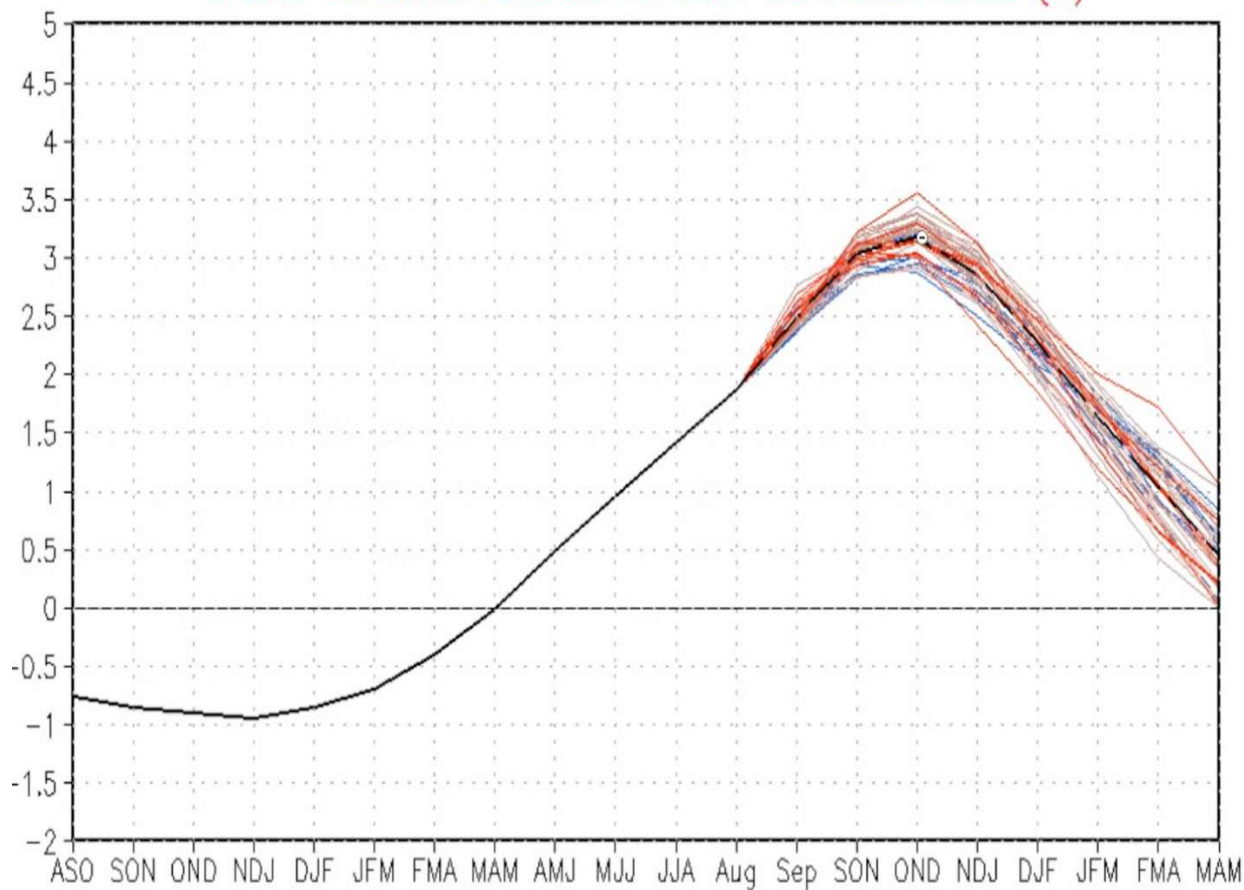
Rancho Santa Fe Fire Protection District Operations Report

August 2026

NWS/NCEP/CPC

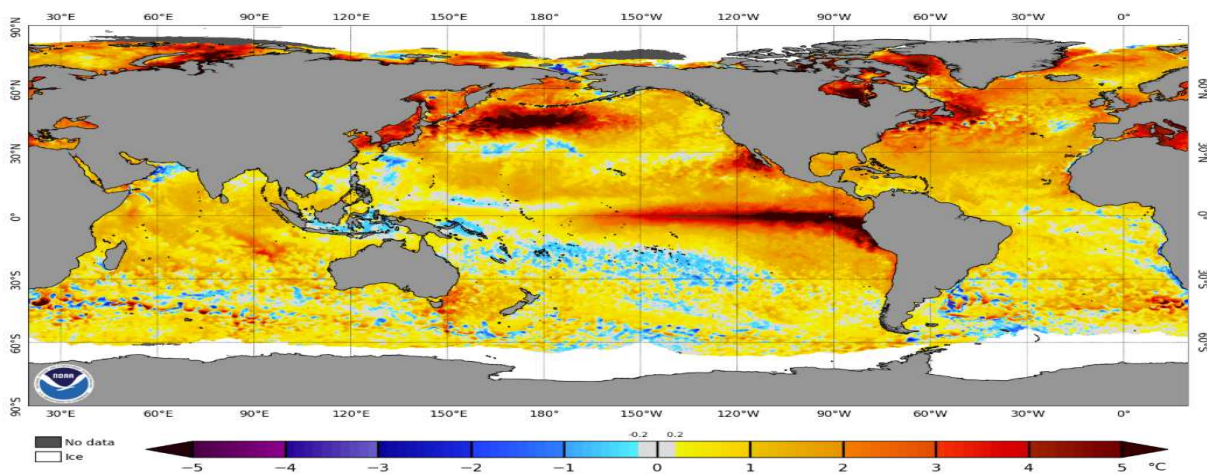
Last update: Mon Aug 31 2026
Initial conditions: 20Aug2026-29Aug2026

CFSv2 forecast relative Nino3.4 SST anomalies (K)



Current Operational SST Anomaly Charts

NOAA Coral Reef Watch Daily 5km SST Anomalies (v3.1) 2 Sep 2026

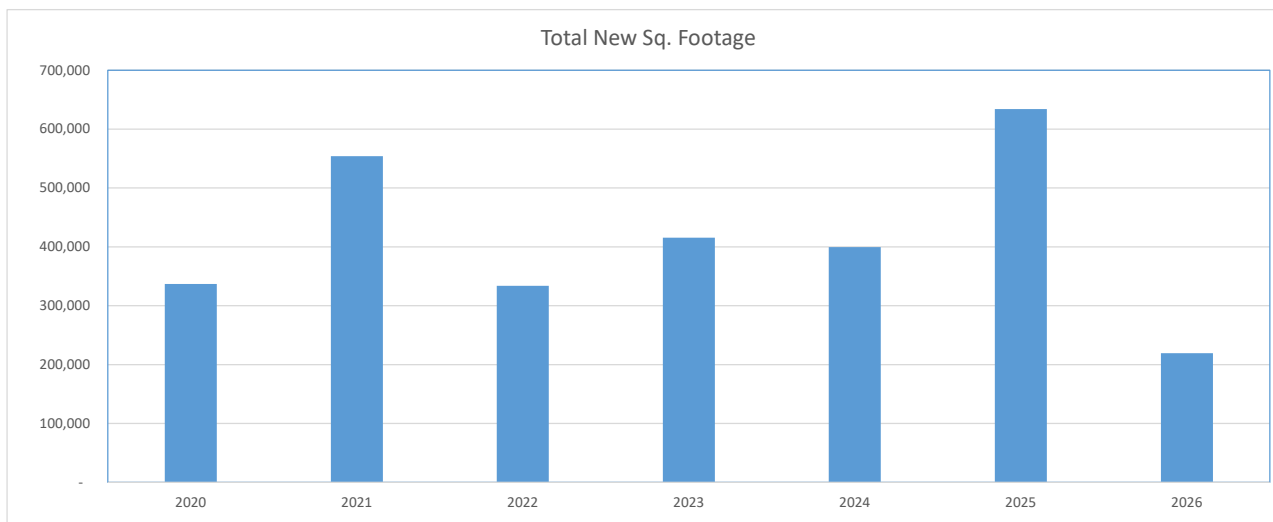


Rancho Santa Fe Fire Protection District Training August 2026

Vector Solutions Hours	
Online Training Hours Recorded:	1087.5 Total Hours

Activity Calendar (<i>Scheduled</i>)
Large & Small Area Search/VES/TIC
VHF Day
New Hire Academy
Promotional Interviews
Meetings
Company Officer 2C
Public Education
Company officer 2D
Probationary Test

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary



Total New Square Footage (*Reflected in Chart Above)

Year	Total
2020	336,899
2021	554,173
2022	333,814
2023	415,530
2024	399,523
2025	634,194
2026	219,263

Total New Square Footage Only

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2020	29,226	41,043	38,102	25,751	38,400	7,290	16,516	15,384	77,848	15,070	22,529	9,740	336,899
2021	29,808	23,298	50,000	29,760	7,104	19,361	24,413	1,794	33,357	106,768	99,103	129,407	554,173
2022	42,895	14,666	32,871	8,805	39,325	42,871	18,679	21,916	23,981	18,782	46,658	22,365	333,814
2023	18,185	62,584	62,584	26,121	29,280	19,320	35,530	43,154	6,591	32,907	30,062	49,212	415,530
2024	34,014	12,126	27,634	32,019	47,195	12,864	21,183	124,723	32,445	7,901	40,362	7,057	399,523
2025	221,451	9,508	35,255	23,566	40,186	4,756	204,496	20,021	44,881	13,093	16,506	475	634,194
2026	11,319	3,469	39,100	43,720	9,756	24,128	67,040	20,731					219,263

Comparison Total Reviewed Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2020	40,748	86,593	145,794	76,506	54,651	42,950	47,950	91,532	163,417	127,963	59,192	47,677	984,973
2021	90,462	89,135	111,456	98,218	118,557	151,000	203,116	254,055	312,253	204,313	171,023	137,116	1,940,704
2022	128,254	204,226	162,816	250,473	176,018	115,972	27,777	130,623	261,094	319,242	219,859	243,944	2,240,298
2023	212,285	345,997	283,413	401,980	136,835	240,963	144,320	111,107	46,952	98,828	211,622	250,663	2,484,965
2024	188,103	90,004	176,084	148,134	148,134	49,134	130,763	210,614	286,781	106,718	202,387	209,584	1,946,440
2025	276,151	108,405	156,208	503,869	37,387	133,987	414,049	70,805	192,259	139,287	61,234	230,714	2,324,355
2026	130,147	34,430	150,808	115,664	133,902	123,816	366,994	95,356					1,151,117

FIRE PREVENTION ACTIVITIES	
Investigations	-
Public Education/Community Outreach	1
Special Project	3
Meetings	22
Training Hours	8
TOTAL	34

WEED ABATEMENT	
Activity	# of Inspections
Weed Abatement Inspection	
Weed Abatement Reinspection	2
1st Notice	35
Final Notice	
Posting	1
Notices Printed	100
Abated	-
Forced Abatement	-
TOTAL	138

OFFICE SUPPORT	
Activity	# Completed
Phone Calls	1,794
Correspondence	3,278
Walk in/Counter	-
Knox Application Request	7
Burn Permits	-
Plans Accepted/Routed	-
Special Projects	-
Scanning Documents/Electronic Files	254
Meetings: Admin/Prevention/Admin Shift	1
Post Office Runs	-
Deposit Runs/Preparations	1
TOTAL	5,335

Totals by Type	Plan Reviews	Inspections
Remodel	2	0
Residential Construction	9	4
Addition	11	1
ADU	4	0
Commercial Construction	1	1
Commercial T.I.	4	2
Tents/Special Events	3	3
Rack Storage	0	0
Preliminary	6	8
Fire Suppression Systems	8	17
Alarms	8	9
Landscaping	10	3
Grading/Mylars/Improvement	2	0
Underground	0	1
Hood System	1	2
Tanks	1	0
Cell Sites	3	0
DPLU	0	0
ESS/Solar	4	1
High Piled Storage	2	0
High Hazard/Communications/Other	1	0
Spray Booth	0	0
FPP	0	0
Technical Reports	0	0
Gates/Knox	0	4
Site Visit	0	0
Annual Inspection	0	4
DSS Liscensing	1	0
AB38	0	7
Total Plan Reviews	81	
Total Inspections	67	
SQFT Reviewed (No Mit Fees)	74,625	
Approved SQFT (Mit Fees)	20,731	
Total SQFT Reviewed	95,356	

STAFF REPORT

NO. 26-17

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: RESOLUTION 2026-08, PORTAL TO PORTAL PAY
DATE: SEPTEMBER 16, 2026



RECOMMENDATION

Staff recommends the Board of Directors adopt the attached resolution amending the current Portal-to-Portal Pay Memorandum of Understanding (MOU) to include the positions of **Fire Marshal, Deputy Fire Marshal, and Fire Prevention Specialist**.

BACKGROUND

The California Fire Assistance Agreement (CFAA) governs the operational and administrative protocols that allow local government fire agencies to deploy personnel and apparatus to emergency incidents throughout the state under the California Mutual Aid System. The CFAA is a cooperative agreement among the California Governor's Office of Emergency Services (Cal OES), CAL FIRE, and various Federal Fire Agencies. These agencies have operated under the California Master Mutual Aid Agreement for over 70 years to coordinate federal, state, and local resources for effective response to wildland fires and other large-scale emergencies.

Participation in the Mutual Aid System enables local agencies like the Rancho Santa Fe Fire Protection District to respond to incidents beyond their jurisdiction and receive reimbursement for eligible costs incurred during deployments. These costs include personnel time, apparatus use, and associated overhead, provided the agency has adopted a resolution or MOU that clearly identifies its compensation policy—specifically, “portal to portal” pay.

The CFAA allows reimbursement from the time of dispatch to the time of return (i.e., portal to portal), if a local agency has documentation on file stating that employees are compensated accordingly. Without such documentation, reimbursements are limited to actual hours worked on scene, which can result in unrecovered costs for deployment time.

The district previously adopted a Portal-to-Portal Pay MOU identifying eligible classifications for such reimbursement. However, now deployable positions, **Fire Marshal, Deputy Fire Marshal, and Fire Prevention Specialist**, were not included in the original MOU. This resolution seeks to add this classification, ensuring the district can continue to receive full cost recovery for all eligible personnel deployed under the CFAA.

FISCAL IMPACT

No new costs to the district. Approval of this resolution allows full cost recovery for personnel already compensated under standard District policy.

RESOLUTION No. 2026-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT AUTHORIZING OVERTIME AND PORTAL TO PORTAL PAY FOR EMPLOYEES

WHEREAS, the Rancho Santa Fe Fire Protection District is a public agency located in the County of San Diego, State of California; and

WHEREAS, it is the Rancho Santa Fe Fire Protection District's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Rancho Santa Fe Fire Protection District employs emergency response personnel to include: Fire Chief, Deputy Chief, Battalion Chief, Battalion Chief – Training Officer, Fire Training Captain, Fire Captain, Engineer, Engineer/Paramedic; Firefighter/Paramedic; Executive Assistant/Board Clerk; Fire Marshal; Deputy Fire Marshal; Fire Prevention Specialist; and

WHEREAS, the Rancho Santa Fe Fire Protection District will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the Rancho Santa Fe Fire Protection District will compensate its employees' overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW THEREFORE BE IT RESOLVED that this Resolution supersedes Resolution No. 2026-01 adopted February 18, 2026, Authorizing Overtime and Portal to Portal Pay for Employees.

BE IT FURTHER RESOLVED that the conditions set forth in this resolution, as stated above, take effect upon adoption by the Rancho Santa Fe Fire Protection District Board of Directors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District, County of San Diego, State of California, on this 16th day of September 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

JAMES H. ASHCRAFT
President

Sarah Montagne
Board Clerk

STAFF REPORT

NO. 26-18

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: VERIZON LEASE CONTRACT EXTENSION(S)
DATE: SEPTEMBER 16, 2026



RECOMMENDATION:

The Fire Chief is requesting approval by the Board of Directors to execute the 1st amendment and memorandum (reference exhibit A) to the Verizon communication lease agreement executed on May 12, 2008. The agreement references the Verizon cell tower located at the RSF Fire Station #4, 18040 Calle Ambiente, Rancho Santa Fe, CA 92067. The amendment was reviewed by district's legal counsel.

BACKGROUND:

The original lease agreement (reference exhibit B) between the Rancho Santa Fe Fire Protection District (lessor) and Verizon Wireless (Lessee) was executed on May 12, 2008.

Location:

RSF Fire Station #4

18040 Calle Ambiente, Rancho Santa Fe, Ca. 92067

Verizon Site Name: San Del Dios DCP

Site ID: 75630

CURRENT:

Verizon takes a progressive approach to reach out early to determine if they want to continue or discontinue the extension process with their current cellular sites. Verizon contacted the fire district in May of 2026 to negotiate the current lease.

The terms of the 1st amendment as presented, if approved:

- New Rent Amount: \$3,482.67 per month, commencing on 9/1/2029
- New Rent Escalator: Three Percent (3%) annually (next increase on 9/1/2030)
- Additional Renewal Terms: 5-year extension with four (4) additional five (5) year renewal terms for a total of 25 years, extending the lease expiration to 8/31/2054

County of San Diego
State of California

RECORDING REQUESTED BY:

Verizon Wireless

AND WHEN RECORDED MAIL TO:

Verizon Wireless
Attn: Legal Intake
Basking Ridge Mail Hub
One Verizon Way
Basking Ridge, NJ 07920
Site Name: San Del Dios DCP
MDG Location ID: 5000184302

Parcel #: 265-493-05-00

THIS SPACE FOR RECORDER'S USE ONLY

**MEMORANDUM OF FIRST AMENDMENT
TO LEASE AGREEMENT COMMUNICATIONS SITE**

This Memorandum of First Amendment to Lease Agreement Communications Site ("Amended Memorandum") is made this ____ day of ____, 20__ (the "Effective Date"), by and between Rancho Santa FE Fire Protection District, a political subdivision of the State of California ("District"), and Cellco Partnership d/b/a Verizon Wireless ("Lessee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920. District and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, District and Lessee (or their predecessors-in-interest) entered into that certain Lease Agreement Communications Site dated May 12, 2008, as may have been amended (the "**Agreement**"), pursuant to which District leases to Lessee a portion of Property, as further described in the Agreement; and

WHEREAS, District and Lessee entered into that certain First Amendment to the Agreement, dated _____ ("Effective Date") ("**First Amendment**") and desire to record notice in the official real estate records office of San Diego County, State of California of the following amended terms, pursuant to the First Amendment.

1. Pursuant to the Agreement, as amended, Lessee leases a portion of the property located at 18040 Calle Ambiente, Rancho Santa Fe, CA 92067, as more particularly described in the Agreement and Exhibit 1 attached hereto and incorporated by reference herein (the "**Property**"), which lease area includes certain space inside a certain building and/or on the rooftop of a certain building located on the Property as further described in the Agreement ("**Premises**").

2. Lessee's rights under the Agreement, as amended, include, but are not limited to, the right to install, operate, maintain, repair, replace, and remove telecommunications equipment, including antennas, lines, fiber, cables, and ancillary facilities on the Premises; the right to install and operate fiber, conduit and utilities across the Property to the Premises; and access rights to and from the Premises over and across the Property.
3. **Term.** Notwithstanding anything contained in the Agreement to the contrary, commencing on September 1, 2029, the term of the Agreement shall be extended for five (5) years ("**Initial Extension Term**"). The term of the Agreement shall thereafter automatically extend for four (4) additional terms of five (5) years each (each, an "**Additional Extension Term**") (collectively, the remaining term of the Agreement, the Initial Extension and each Additional Extension Term are the "**Term**"), unless Lessee terminates the Agreement by giving District notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
4. **Amendment Controlling.** This Amended Memorandum is executed and recorded for the purpose of giving notice to the public and to all third parties of the existence of the Agreement, as amended by the First Amendment, and the rights of Lessee thereunder. This Amended Memorandum is not intended to modify, amend, or terminate any of the terms or conditions of the Agreement, all of which remain in full force and effect. In the event of a conflict between the provisions of this Amended Memorandum and the provisions of the Agreement, as amended, the provisions of the Agreement, as amended, shall control. Except as necessary to conform hereto, all of the terms and conditions of the Amended Memorandum shall remain in full force and effect, and shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of District and Lessee.

[Signature pages following]

IN WITNESS WHEREOF, and intending to be legally bound, District and Lessee have executed this Memorandum.

DISTRICT:

Rancho Santa FE Fire Protection District

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

_____) SS:

COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____, d/b/a Verizon Wireless, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit 1
Property Description

Street Address: 18040 Calle Ambiente, Rancho Santa Fe, CA 92067

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO,
WITH A SITUS ADDRESS OF 18040 CALLE AMBIENTE
RANCHO SANTA FE CA 92067, CURRENTLY OWNED BY RANCHO SANTA FE FIRE
PROTECTION DISTRICT, PUBLIC AGENCY HAVING A TAX
ASSESSOR NUMBER OF 265-493-05-00 AND BEING THE SAME PROPERTY MORE FULLY
DESCRIBED AS LOT 129 TR 14015 AND DESCRIBED
IN DOCUMENT NUMBER 600856 AND RECORDED 09/21/1998

Tax Parcel No. 265-493-05-00

EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT COMMUNICATIONS SITE

This First Amendment to Lease Agreement Communications Site (“**First Amendment**”) is made, and shall be effective, as of the last date of the signatures below (“**Effective Date**”), between Rancho Santa FE Fire Protection District, a political subdivision of the State of California (“**District**”), and Cellco Partnership d/b/a Verizon Wireless (“**Lessee**”). District and Lessee may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

WHEREAS, District and Lessee (or their predecessors in interest) entered into that certain Lease Agreement Communications Site, dated May 12, 2008, as may have been previously amended, (the “**Agreement**”), pursuant to which District leases to Lessee a portion of that certain building and/or building rooftop on and within that certain property located at 18040 Calle Ambiente, Rancho Santa Fe, CA 92067, as more particularly described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

1. **Term**. Notwithstanding anything contained in the Agreement to the contrary, commencing on September 1, 2029, the term of the Agreement shall be extended for five (5) years (“**Initial Extension Term**”). The term of the Agreement shall thereafter automatically extend for four (4) additional terms of five (5) years each (each, an “**Additional Extension Term**”) (collectively, the remaining term of the Agreement, the Initial Extension and each Additional Extension Term are the “**Term**”), unless Lessee terminates the Agreement by giving District notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. **Rent**. Commencing on September 1, 2029, the rent shall be an amount of Three Thousand Four Hundred Eighty-Two and 67/100 Dollars (\$3,482.67) to be paid monthly on the first day of the month in advance to District or such other person as District may designate in writing at least 30 days in advance of any rental payment date. Commencing on September 1, 2030 and on each subsequent year during the Term, monthly rent shall increase annually by 3% over the monthly rent for the immediately preceding year.

District must register in the Verizon Landlord Connect portal (“**VLC Portal**”) at <https://landlordconnect.verizon.com> and shall utilize the VLC Portal to submit changes to District’s account information (e.g. notice address, ownership information, banking details, email address), provide rental documents, view rental payments, submit an invoice/bill (e.g. utilities) for payment, and to access this Agreement or certificates of insurance.

3. **Rent Credit**. To the extent this First Amendment provides for a reduction in rent, the Parties acknowledge and agree that Lessee shall be entitled to a credit in the event of any

overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Lessee's rent due under the Agreement.

4. Notice Address. The notice address for Lessee in the Agreement is hereby amended as follows:

If to Lessee: Verizon Wireless
Attn: Legal Intake
Basking Ridge Mail Hub
One Verizon Way
Basking Ridge, NJ 07920

5. Taxes. Notwithstanding anything to the contrary contained in the Agreement, if District is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Lessee with respect to the transactions contemplated by this Agreement, then District shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to District, and District shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that District shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided District with an exemption certificate or other reasonable basis for relieving District of its responsibility to collect such Tax from Lessee. Except as provided in this Section, District shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of District with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

6. INTENTIONALLY OMITTED

7. Memorandum of Amendment. Contemporaneously with this Amendment, the Parties will execute a memorandum of this First Amendment (the "Memorandum of Amendment"), as may be appropriate to reflect the amended terms contained in this First Amendment. The Parties agree to, within thirty (30) days of the full execution of this First Amendment, to execute and District agrees to allow Lessee to submit the Memorandum of Amendment to the appropriate office for recording and the recorded copy of such Memorandum of Amendment will be provided to District upon receipt of the recorded document.

8. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

9. Ratification and Reaffirmation. District and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of

VzW Site Name/ID: San Del Dios DCP / MDG: 5000184302

the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

In Process
EXHIBIT A

VzW Site Name/ID: San Del Dios DCP / MDG: 5000184302

IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below.

District:

Rancho Santa FE Fire Protection District,
a political subdivision of the State of California

By: _____

Name: Dave McQuead

Title: _____

Date: _____

Lessee:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: 192AB169-8D89-8E34-82DA-2FACCCE8A6DB

Status: Sent

Subject: Complete with Docusign: 75630_5000184302_First Amendment for Execution_08.28.2026

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lease Processing

AutoNav: Enabled

950 W Bethany Drive

Envelopeld Stamping: Enabled

Suite 700

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Allen, TX 75013

leaseprocessing@md7.com

IP Address: 209.36.243.34

Record Tracking

Status: Original

Holder: Lease Processing

Location: DocuSign

8/28/2026 11:33:42 AM

leaseprocessing@md7.com

Signer Events

Signature

Timestamp

Dave McQuead

dmcquead@ranchosantafire.gov

Security Level: Email, Account Authentication
(None)

Sent: 8/28/2026 11:37:10 AM

Viewed: 8/28/2026 1:18:17 PM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2026 1:18:17 PM

ID: 2cf1382e-6956-4d65-87f7-9704224b8a13

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lori Sawyer

lori.sawyer@verizonwireless.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

VZW Lease Processing

VZWLeaseProcessing@md7.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/28/2026 11:37:10 AM

Certified Delivered

Security Checked

8/28/2026 1:18:17 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

EXHIBIT A

CONSUMER DISCLOSURE

From time to time, Md7 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Md7:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: abard@md7.com

To advise Md7 of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at abard@md7.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Md7

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to abard@md7.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Md7

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to abard@md7.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Md7 as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Md7 during the course of my relationship with you.

Section 1

LEASE

CONTRACT #: 75439

(JIA)

SITE NAME:

DEL DROS
HIGHWAY

STATE:

MAY 23 2008

CA

EXHIBIT B

LEASE AGREEMENT

("Communications" Lease)

Cielo Fire Station
[RSF S-4]
18040 Calle Ambiente
Rancho Santa Fe, CA 92067

LESSOR:

RANCHO SANTA FE FIRE
PROTECTION DISTRICT

LESSEE:

VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS, a Delaware
limited liability company

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EXHIBIT C – MEMORANDUM OF LEASE

EXHIBIT D - INSURANCE REQUIREMENTS

EXHIBIT B

LEASE AGREEMENT COMMUNICATIONS SITE

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of the 12 day of May, 2008 ("Effective Date"), by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, a political subdivision of the State of California ("District"), and VERIZON WIRELESS (VAW) LLC, d/b/a VERIZON WIRELESS, a Delaware limited liability company ("Lessee").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, the District hereby leases to Lessee, and Lessee hereby leases from District, the premises described below upon the following terms and conditions:

ARTICLE 1 LEASE OF PREMISES

District is the owner or has required rights to that certain parcel of real property located at 18040 Calle Ambiente, Rancho Santa Fe, CA. 92067 which is commonly referred to as the Cielo Fire Station [RSF - S4] (the entirety of District's property is referred to hereinafter as the "Property" and is more particularly described in Exhibit "A" attached hereto and made a part hereof). District hereby leases to Lessee and Lessee hereby leases from District, for the rent and upon the covenants and conditions hereinafter set forth, a portion of the Property as delineated on Exhibit "B" attached hereto and made a part hereof ("Premises") to be used for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances thereto. The Premises shall also include a non-exclusive right of access to the Premises, seven (7) days a week, twenty-four (24) hours a day, and a right to conduct any lawful activity related to the installation and maintenance of utility wires, cables, conduits and pipes to and from Lessee's equipment to the authorized utility sources, and between Lessee's equipment at the Property.

ARTICLE 2 TERM

The term of this Lease shall be eleven (11) years commencing upon the Commencement Date as hereinafter defined and terminating eleven (11) years from the Commencement Date of this Lease. The "Commencement Date" is defined as the first (1st) day of the month following the date Lessee commences construction at the Premises, provided however, that notwithstanding the foregoing, the Commencement Date shall be no later than six (6) months from the date this Lease is executed by all parties. This Lease shall automatically be extended for two (2) additional five (5) year terms (each, an "Extension Term") unless Lessee terminates it at the end of the then current term by giving District written notice of the intent to terminate at least six (6) months prior to the end of the then current term. This Lease may be terminated by Lessee without further liability on not less than thirty (30) days prior written notice as follows:

- (i) if Lessee does not obtain or maintain licenses, permits, or other approvals necessary to the

construction or operation of Lessee's Facilities (as defined in Article 5) within nine (9) months of execution of this Lease; (ii) if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; (iii) if the Premises or the Property is destroyed or damaged so as in the Lessee's reasonable judgment to hinder its effective use of the Premises, and District does not provide Lessee with a suitable temporary site for Lessee's Facilities, or District decides not to repair or rebuild in a manner reasonably suitable for Lessee's continuing use; or (iv) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental, or technological reasons, including, without limitation, signal strength or interference. Upon termination, District will retain all prepaid rent unless such termination is due to District's failure of proper ownership or authority, or such termination is a result of District's default. Further, upon termination, Lessee shall, within sixty (60) days, remove all its equipment and return the Premises to its condition prior to the Lease, reasonable wear and tear excepted, with the exception that all trees will remain.

ARTICLE 3 RENT

3.1 Base Monthly Rent. Subject to adjustment as provided in Section 3.2, "Annual Adjustments to Base Monthly Rent," below, Lessee shall pay as rent for the use and occupancy of the Premises the sum of One Thousand Eight Hundred Fifty Nine Dollars (\$1,859.00) per month ("Base Monthly Rent"). Lessee shall pay said rent in advance, on the first day of each calendar month ("Rent Due Date"), without setoff, deduction, prior notice or demand, unless otherwise provided in this Lease, beginning on the Commencement Date.

3.1.1 Rent During Extensions. All of the covenants, agreements, terms, provisions and conditions of this Lease, insofar as applicable and relevant, shall apply during any Extension Term except that Lessee shall pay to District Base Monthly Rent for the first year of each Extension Term an amount equal to the then "prevailing market rental" as herein determined, but no event less than the Base Monthly Rent during the last month of the preceding term. For the purposes hereof, the "prevailing market rental" shall be determined as follows: During the period commencing ninety (90) days before the expiration of the term District and Lessee shall attempt to determine Base Monthly Rent for the Premises for said first year of the Extension Term. If District and Lessee are unable during such period to determine the Base Monthly Rent, they shall no later than sixty (60) days before the expiration of the term each appoint a qualified real estate consultant and the consultants so appointed shall jointly attempt to determine the Base Monthly Rent. If the Consultants are unable, by thirty (30) before the expiration of the term determine the Base Monthly Rent, the consultants shall jointly appoint a third consultant. The three consultants by a majority decision, rendered no later than before the expiration of the term, shall determine the Base Monthly Rent. In making a determination of the Base Monthly Rent, the consultants shall take into consideration the rental value of comparable sites in the immediate rental locale of the Premises and used for purposes similar to those of Lessee. Each consultant appointed hereunder shall be a licensed real estate broker in the State of California having at least fifteen (15) years experience in the leasing and appraisal of rental value

of similar properties. No consultant selected hereunder shall have been previously employed or associated directly or indirectly, by either District or Lessee. The determination of the Base Monthly Rent shall be given by the consultants, in writing, to each District and Lessee. District and Lessee shall each pay separately the costs and expenses of the consultant appointed by them and the parties shall jointly pay the costs and expenses of the third consultant, if appointed. The agreed upon Base Monthly Rent will be subject to the same terms and conditions of the Cost Of Living Adjustments as set forth in paragraph 3.2 of this Lease.

3.2 Annual Adjustments to Base Monthly Rent. The Base Monthly Rent provided for in Section 3.1, "Base Monthly Rent," shall be adjusted on each annual anniversary of the Commencement Date, by a formula as follows:

$$\text{Renewal Rent} = (\text{Basic Rent}) + \left[\left(\frac{\text{IR} - \text{IL}}{\text{IL}} \right) \times \text{Basic Rent} \right]$$

Definitions: (i) "IR" is the Consumer Price Index for the month which is three (3) months immediately preceding the then current annual anniversary of the Commencement Date; (ii) "IL" is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the current term of this Lease commenced; (iii) "Basic Rent" is the initial annual rent to be paid by Lessee under this Lease for the then existing term; and (iv) "Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) – San Diego average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as District and Lessee may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the Lessee.

3.3 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the Rancho Santa Fe Fire Protection District, and shall be considered paid when delivered to:

Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, California 92067

District may, at any time, by at least thirty (30) days prior written notice of any Rent Due Date to Lessee, designate a different address to which Lessee shall deliver the rent payments. District may, but is not obligated to, send monthly rent invoices to Lessee.

3.4 Failure to Pay Base Monthly Rent or Additional Rent; Late Charge.

a. If Lessee fails to pay rent due hereunder within ten (10) business days of written notice from District to Lessee that such rent has not been paid, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year. In addition to such interest, the late payment by Lessee of any monthly rental due hereunder will cause District to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such monthly rental is not received by District within ten (10) business days following the date Lessee receives written notice from the District that such monthly rental was not received, Lessee shall immediately pay to District a late charge equal to five percent (5%) of such overdue amount. This late charge represents a reasonable estimate of such costs and expenses and is fair compensation to District for its loss caused by Lessee's nonpayment. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, District's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to such nonpayment by Lessee nor prevent District from exercising all other rights and remedies available to District under this Lease or under law.

b. In the event of a dispute between the parties as to the correct amount of Base Monthly Rent owed by Lessee, District may accept any sum tendered by Lessee in payment thereof, without prejudice to District's claim as to the proper amount of rent owing. If it is later determined that Lessee has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from Lessee. Notwithstanding any provision of this Article to the contrary, however, District's Fire Chief may waive any delinquency payment or late charge upon written application of Lessee.

ARTICLE 4 SECURITY DEPOSIT

Lessee has paid or will pay to District the amount of One Thousand Dollars (\$1,000.00) as security for Lessee's performance of this Lease. District shall not be required to keep this Security Deposit separate from its general funds, and Lessee shall not be entitled to interest thereon. District may apply all or a part of the Security Deposit to any unpaid rent or other charges due from Lessee, or to cure any other defaults of Lessee under this Lease, including repair and cleaning of the Premises at the expiration of the Term. If any portion of the Security Deposit is so applied, Lessee shall, within ten (10) days after District's demand, deposit cash

sufficient to restore the Security Deposit to its original amount. In the event of bankruptcy or other debtor-creditor proceedings against Lessee, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due District for the periods prior to the filing of such proceedings. The security deposit will not be a limitation on District's damages or other rights under this Lease, or a payment of liquidated damages, or an advance payment of the rent. If Lessee pays the rent and performs all of its other obligations under this Lease, District will return the unused portion of the security deposit to Lessee within sixty (60) days after the end of the Term.

ARTICLE 5 POSSESSION AND USE

5.1 Permitted Uses. Lessee shall use the Premises for any lawful activity in relation to the construction, maintenance, and operation of a communications facility and uses incidental and all necessary appurtenances thereto. The communications facility may consist of an antenna system including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. Equipment may include, without limitation, radio transmitting and receiving equipment, batteries, utility lines, transmission lines, radio transmitting and receiving antennas and supporting structures, and improvements ("Lessee's Facilities"). All improvements shall be at Lessee's expense. No one other than Lessee, its agents and employees, or any sublessee or assignee of Lessee authorized under this Lease or approved by District as provided in Article 13, "Assignment and Subletting," below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, employees and sublessees, if any, on the Premises.

5.2 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of District's Fire Chief that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

In its use of the Premises, Lessee will not interfere with the operations of District including, but not limited to, its emergency fire and medical services or other existing lessees of the District. In the event of any such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits District's operations, and Lessee does not correct or commence to correct such interference within 24 hours following notice from District to Lessee, or if there are immediate levels of interference and Lessee does not correct or commence to correct such interference with thirty (30) days of receipt of written notice, Lessee shall discontinue operating such equipment, on District's written demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Notwithstanding the foregoing, Lessee shall take immediate measures

to eliminate any interference with emergency fire and medical services.

District agrees that it will require any subsequent occupants of the Property to provide Lessee these same assurances against interference, and District shall have the obligation to promptly eliminate any interference with the operations of Lessee caused by such subsequent occupants. If such interference is not eliminated, Lessee shall have the right to terminate this Lease or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property. In the event that the interference is caused by District, the Lessee sole remedy is termination of the Lease.

Lessee shall not use, or permit the use of, the Premises other than as described above. Noncompliance by Lessee with this provision is grounds for termination of this Lease by the District. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of a particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Fire Chief that such use is or is not permitted. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

ARTICLE 6 UTILITIES

If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by Lessee's installation. Lessee shall pay to District on the first of each month, commencing on the Commencement Date, an amount equal to one-twelfth (1/12) of the estimated annual electrical usage to be reasonably determined by District and Lessee prior to the Commencement Date and reasonably adjusted thereafter if agreed to by both parties. At least annually District will determine the actual electrical usage by Lessee. Should actual usage be less than the amounts already paid by Lessee, Lessee shall pay the additional amount within thirty (30) days of receipt of an invoice. Should actual usage be less than the amount paid, District shall refund said amount. District shall, at all times, provide electrical service within the Premises. Lessee shall be permitted to use, as necessary (during any power interruption at the Premises or for testing purposes), a temporary generator to be located at the Property by Lessee at no additional cost.

ARTICLE 7 MECHANICS' LIENS

Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after Lessee receives written notice that such a lien has been filed. Lessee shall indemnify, defend and hold District harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or

others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee. Lessee shall have the right to contest the validity, nature, or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such lien, then prior to commencing such contest, will post a bond, where necessary, to release the lien.

ARTICLE 8 SECURITY

Lessee shall be responsible for the security for the Lessee's Facilities only and District shall have no responsibility therefor. Lessee shall restrict access to the Premises by unauthorized persons.

ARTICLE 9 TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. District shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of "Taxes". As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any franchise, succession or transfer taxes, (iii) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (iv) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (v) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become delinquent and a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 10
LESSEE'S RIGHT TO CONSTRUCT IMPROVEMENTS

10.1 Construction Permits and Licenses. Lessee shall procure, at its sole cost and expense, all permits and licenses that are or may in the future become necessary or required for its operation on the Premises. Lessee further agrees not to allow or permit any fee or charge for such permit or license to become delinquent or to become a lien on said Premises or any improvement thereon. District agrees, at no expense to District, to cooperate with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Premises.

10.2 As-Built Plans and Construction Costs. Within sixty (60) days following completion of any substantial improvements within the Premises, Lessee, or its Engineer or Architect, shall furnish District a complete set of "As-Built" plans.

10.3 Construction of Facilities. District and Lessee acknowledge that, as consideration for the granting of this Lease, and as a security for this Lease, Lessee agrees to install, erect and construct improvements on the Premises as shown on Exhibit "B" attached hereto. Installation, erection and construction of said improvements or any additional improvements shall be at Lessee's sole cost and expense and according to Working Drawings and Schedules delivered to and approved by the Fire Chief in writing no less than sixty (60) days prior to commencement of construction. Lessee shall make no improvement or construction, including, but not limited to, trenching or concrete cutting, without first obtaining the prior written approval of District, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Premises is an operating fire station and as such it shall not be deemed unreasonable for District to condition or delay the installation, erection and construction of improvements in such a manner as to ensure that there will be no interference with emergency fire and medical services. In addition, Lessee acknowledges that the concrete driveway is specifically designed to support the weight of a fire apparatus and as such agrees to replace or repair any cut concrete with the same depth and strength concrete.

10.4 Removal of Lessee's Fixtures, Equipment and Improvements. District agrees that all fixtures, equipment and improvements installed by Lessee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement now existing and belonging to District, shall be and remain the property of Lessee. Lessee shall have the right to remove said fixtures, equipment and improvements prior to the termination of this Lease at its own expense, provided that any damage to District's property or improvements shall be repaired and the Premises left in as good order and condition as when Lessee took possession, normal wear and tear and casualty loss excepted. In the event Lessee does not so remove said fixtures and improvements within sixty (60) days of the expiration or earlier termination of this Lease, District, within sixty (60) days of expiration or termination of this lease, may remove and store said fixtures and equipment at Lessee's sole cost and expense, and Lessee shall pay to District the reasonable cost thereof, together with the reasonable cost of repair of resulting damages to District's property or improvements. Notwithstanding the foregoing, any tree planted by Lessee

shall remain on the Property after termination of the Lease.

ARTICLE 11 REPAIRS; MAINTENANCE

11.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that District has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

11.2 Lessee's Repair and Maintenance Obligations. Lessee shall have the right to install and maintain any landscaping (whether within or outside of the Premises) (the "Landscaping") required by any governing agency to be installed by Lessee in connection with Lessee obtaining all necessary approvals and permits to operate from the Premises. Additionally, Lessee shall have the right to install sprinklers and conduit, and tap into Lessor's irrigation system in order to water the Landscaping, provided however, Lessee shall be liable for the cost of any alterations required to be made to such system needed for the irrigation of the Landscaping. Lessor shall water the Landscaping, and maintain the irrigation system (other than that portion installed by Lessee, which portion shall be Lessee's responsibility), as reasonably needed at its sole cost and expense. Lessee shall make all repairs to the Premises necessitated by reason of the default or neglect of Lessee, its employees, agents, contractors, or subcontractors. Upon surrender of the Premises, Lessee shall deliver the Premises to District in good order, condition and state of repair, normal wear and tear excepted.

11.3 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to District, District shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessee. If District makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to District, as additional rent, promptly upon receipt of an invoice therefore.

11.4 Right to Enter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on District's Property and which requires entry on the Premises, District may enter the Premises and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry into the Premises (and in no event later than twenty-four [24] hours), District gives telephonic and written notice to Lessee of District's entry onto the Premises. In addition to District's rights under the preceding sentence, District will have the right, exercisable not more than once during any calendar year, to enter the Premises to visually inspect the Premises upon thirty (30) days prior written notice to Lessee (which notice will specify the date and time on which District seeks to enter the Premises).

Except in the event of an emergency situation, District agrees that it will not enter the Premises without a representative of Lessee being present. Nothing herein contained shall imply any duty on the part of District to do any such work that, under any provision of this Lease, Lessee may be required to do, nor shall District's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. No exercise by District of any rights herein reserved shall entitle Lessee to any compensation, damages or abatement of rent from District for any injury or inconvenience occasioned thereby unless otherwise provided in this Lease.

11.5 District Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code Section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the District under this Lease.

ARTICLE 12 INDEMNITY AND INSURANCE

12.1 Lessee's Indemnity. District shall not be liable for, and Lessee shall defend and indemnify District and its Directors, employees, attorneys, and agents of District (collectively "District Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, servants or employees. Lessee shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of District Parties.

12.2 District's Indemnity. District shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission or negligence of District Parties.

12.3 Covered Claims. The obligations of Lessee and District hereunder to indemnify, defend and hold each other harmless shall not apply to the extent that insurance carried by Lessee or District, other than any program of self-insurance covered by either party, covers any Claim.

12.4 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to District under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "D," attached hereto.

12.5 District's Insurance Obligations. District maintains a policy of All-Risk Insurance covering the District's Property including any fixtures and/or equipment owned by District that is located on or contained therein. The District utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Property.

ARTICLE 13 HAZARDOUS MATERIALS

13.1 Hazardous Materials Laws-Definition. As used in this Section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., § 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

13.2 Hazardous Materials - Definition. As used in this Article the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
- d. is any other material or substance giving rise to any liability, responsibility or duty upon the District or Lessee with respect to any third person under any Hazardous Materials Law.

13.3 Lessee's Representations and Warranties. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions of this Article unless otherwise specifically approved in writing by District's Fire Chief:

- a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, sublessees, assigns, contractors or invitees, except as reasonably required by Lessee for Lessee's permitted use of the Premises, as

described in Section 5.1, "Permitted Uses."

b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;

c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials at the Premises that are directly caused by Lessee following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to District, and to any other appropriate governmental regulatory authorities as required by law;

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises;

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without District's prior written consent;

f. In the event Lessee causes a spill or discharge of Hazardous Materials at the Premises, Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of District;

g. Upon request, Lessee shall promptly supply District with copies of all notices, reports, correspondence, and submissions regarding the Premises made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws;

h. Lessee shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law as a result of any Hazardous Materials brought on the Premises by Lessee. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, Lessee shall either: (a) pay the claim and remove the lien from the Premises, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to District in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to District in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this lease, Lessee shall surrender the Premises to District free of any and all Hazardous Materials brought on the Premises by Lessee and in compliance with all Hazardous Materials' Laws affecting the Premises.

13.4 Indemnification.

a. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel approved by District) reimburse and hold District and its officers, Directors, employees, attorneys, and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be approved by District) which arise during or after the Term from the storage, use, discharge and/or disposal of Hazardous Materials by Lessee, its employees or agents during the Term anywhere in the Premises, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this Article shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

b. District hereby represents and warrants that, to the best of District's knowledge, information, and belief, the Premises and Property are presently free of all Hazardous Materials. District shall indemnify, defend, protect, and hold Lessee harmless from and against any and all claims, loss, proceedings, damages, cause of action, liability, costs, or expenses (including attorney's fees) arising as a result of any Hazardous Materials which exist within the District's Property, common areas, building, or the Premises as of the date this Lease is fully executed and any Hazardous Materials which are present within the Property, common areas, building, or the Premises after said date which are not the direct result of the activities of Lessee. Without limiting the generality of the foregoing, the indemnification provided by this Article shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because the presence of Hazardous Materials in the soil, ground water or soil vapor on the Property and Premises due to Lessee, and the release or discharge of Hazardous Materials by District during the course of Lessee's tenancy at the Premises.

13.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all reciprocal obligations and liabilities that the Lessee and District may have at common law, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

Except as otherwise provided herein, Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without District's prior written consent, and said consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing District may withhold its consent to any sublease which adds additional users to the Property and Premises. Any attempted Transfer without District's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee. Lessee may freely assign this Lease at any time to any of Lessee's principles, affiliates, subsidiaries of its principals; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Lessee in the market defined by the Federal Communications Commission in which the Property is located.

ARTICLE 15 DISTRICT'S RIGHT OF ACCESS

District, its agents, employees, and contractors may enter the Premises pursuant to the terms of Section 11.4, "Right to Enter." Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide District with keys to unlock all of the doors or gates in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). District will have the right to use any means that District may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by District by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor will the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay unless otherwise provided in this Lease.

ARTICLE 16 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, District covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of District. District will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the District.

ARTICLE 17 NOTICES

17.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To District: Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, California 92067

Copy to: Stephen J. Fitch, Esq.
Stephen J. Fitch & Associates, APC
3465 Camino Del Rio South, Ste. 250
San Diego, California 92108

To Lessee: Verizon Wireless (VVAW) LLC,
d/b/a Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received upon receipt or refusal as shown on the receipt. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

17.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices District is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by District mailing a copy of such notice to Lessee in the manner specified in the preceding Section

ARTICLE 18 WAIVER OF RELOCATION ASSISTANCE BENEFITS

18.1 Relocation Assistance Benefits. Lessee is hereby informed and acknowledges the following:

a. By entering into this Lease and becoming a tenant of District, Lessee may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. §§ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code §§ 7270 et seq.) (collectively, the "Relocation Statutes"), should District at some time make use of the Premises in such a way as to "displace"

Lessee from the Premises. Pursuant to the Relocation Statutes, District may then become obligated to make such payments to Lessee even where such displacement of Lessee does not otherwise constitute a breach or default by District of its obligations pursuant to this Lease.

b. Under the Relocation Statutes in effect as of the Effective Date of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

18.2 Lessee's Waiver and Release of Relocation Benefits. In consideration of District's agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the District's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases District from any liability for payment of such Relocation Benefits; provided, however, that Lessee does not waive its rights to Relocation Benefits to the extent that Lessee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the District or any other public agency with respect to the Premises. Lessee shall in the future execute any further documentation of the release and waiver provided hereby as District may reasonably require.

ARTICLE 19 GENERAL PROVISIONS

19.1 Authority. District and Lessee each represent and warrant to the other party that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of such party are the duly designated agents authorized to do so.

19.2 Brokers. District and Lessee each warrant to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by the parties make claim for monies owed, the party violating this warranty shall indemnify, defend and hold the other party harmless therefrom.

19.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

19.4 District Approval. Except where stated herein to the contrary, the phrases

"District's approval," and "District's written approval" or such similar phrases shall mean approval of District's Fire Chief or said Fire Chief's representative as authorized by said District in writing.

19.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

19.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

19.7 Estoppel Certificate. Either party may request from the other party, that within twenty (20) business days of written notice from the requesting party, execute and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. The responding party's statement shall include other details requested by the requesting party, such as the date to which rent and other charges are paid, the current ownership and name of the responding party, the responding party's knowledge concerning any outstanding defaults with respect to the requesting party's obligations under this Lease and the nature of such defaults if they are claims. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. A party's failure to deliver such statements within such time shall be conclusive upon said party that this Lease is in full force and effect, except to the extent any modification has been represented by the requesting party, and that there are no uncured defaults in the requesting party's performance, and (if applicable) that not more than one month's rent has been paid in advance.

19.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

19.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the District's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the

part of either party hereto.

19.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

19.11 Interpretation. The parties have each agreed to the use of the particular language of the provisions of this Lease, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.

19.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

19.13 Lease Administration. This Lease shall be administered on behalf of District by the Fire Chief or by such person's duly-authorized designee (referred to collectively herein as "District's Fire Chief"), and on behalf of Lessee by: Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, New Jersey 07921, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Fire Chief").

19.14 Lessee's Lease Administration. Lessee confirms that Lessee's Fire Chief has been given full operational responsibility for compliance with the terms of this Lease. District may contact Lessee's representative identified under Article 17.1 to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

19.15 Liquidated Damages. Any payments by Lessee to District under this Lease described as liquidated damages represent the parties' reasonable estimate of District's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. District may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

19.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

19.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

19.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made

by Lessee.

19.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

19.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

19.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by District of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. District's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of District to a forfeiture of the Lease by reason of such breach, regardless of District's knowledge of such preceding breach at the time of District's acceptance. The failure on the part of District to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping District from enforcing in full the provisions hereof. No custom or practice which may arise or grow up between the parties hereto in the course of administering this Lease shall be construed to waive, estopp in any way lessen the right of District to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by Lessee, or construed to inhibit or prevent the rights of District to exercise its rights with respect to any default, dereliction or breach of this Lease by Lessee.

19.22 Memorandum Of Lease. Both parties agree that, upon the request of a party, the parties will promptly execute and deliver a recordable Memorandum of this Lease in the form of Exhibit "C."

19.23 Waiver of Consequential Damages. Notwithstanding any provision to the contrary contained in this Lease, under no circumstances shall either party be liable to the other for any consequential damages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the District and Lessee have duly executed this Lease as of the day and year first above written.

LESSEE: VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS

Dated: 5/12/08

By: Keith A. Surratt
Keith A. Surratt
West Area Vice President - Network

RANCHO SANTA FE
FIRE PROTECTION DISTRICT,

Dated: 2-14-08

By: Nicholas A. Ravon

EXHIBIT B

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Order No. 9713002

PARCEL A:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED NOVEMBER 19, 1880, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF AND THE NORTHWESTERLY LINE OF COUNTY ROAD SURVEY NO. 476, AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED JUNE 11, 1958 IN BOOK 7116, PAGE 550 OF OFFICIAL RECORDS, BEING A POINT IN THE ARC OF AN 800.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE OF WHICH BEARS SOUTH 56°57'25" EAST TO SAID POINT; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°35'45" A DISTANCE OF 441.16 FEET TO POINT "A" OF THIS DESCRIPTION; THENCE RADIAL TO SAID CURVE NORTH 25°21'40" WEST, 40.00 FEET; THENCE NORTH 36°59'00" EAST 127.87 FEET; THENCE NORTH 00°43'20" WEST, 145.00 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE EASTERLY ALONG SAID NORTHERLY LINE 270.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No: 265-291-02

PARCEL A-1:

AN EASEMENT FOR ROAD PURPOSES OVER, ALONG AND ACROSS ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED NOVEMBER 19, 1880, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" REFERRED TO IN PARCEL A ABOVE; THENCE ALONG THE NORTHERLY LINE OF ROAD SURVEY NO. 476, SOUTH 64°38'20" WEST, 50.00 FEET; THENCE NORTH 25°21'40" WEST, 75.00 FEET; THENCE NORTH 64°39'20" EAST 50.00 FEET TO AN INTERSECTION WITH A LINE THAT BEARS NORTH 25°21'40" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 25°21'40" EAST 75.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

LOT 129 OF SECOND AMENDED MAP OF COUNTY OF SAN DIEGO TRACT NO. 4227-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14015, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 4, 2000.

Assessor's Parcel No: 265-493-05

Assessor's Parcel No: 265-291-02 & 265-493-05

EXHIBIT B
DESCRIPTION OF THE PREMISES

SEE ATTACHED

EXHIBIT B

Verizonwireless

SITE NAME

DEL DIOS HIGHWAY

18040 CALLE AMBIENTE

RANCHO SANTA FE, CA 92067

Verizonwireless

15505 SAND CANYON AVE.
BUILDING 'D' 1ST FLOOR
IRVINE, CA 92618
PHONE (949) 286-7000



DELTA GROUPS
ENGINEERING, INC.
CONSULTING ENGINEERS

2382 MC GAW AVENUE
IRVINE, CA 92614
TEL 949-622-0333 FAX 949-622-0331

DGE JOB # 103VW029A

SITE NAME

DEL DIOS
HIGHWAY

SITE ADDRESS

18040 CALLE AMBIENTE
RANCHO SANTA FE, CA 92067

REV.	NO.	DATE	DESCRIPTION
1	A	6/29/07	ISSUED FOR REVIEW & COMMENT
2	0	07/25/07	ISSUED FOR ZONING
3	1	10/25/07	ISSUED FOR ZONING
4	2	12/28/07	ISSUED FOR ZONING

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DRAWN BY: NJC
CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

SHEET	DESCRIPTION	REV.
T-1	TITLE SHEET	2
LS-1	TOPOGRAPHIC SITE SURVEY	4
A-1	SITE PLAN AND KEY PLAN	2
A-2	ENLARGED SITE PLAN, ANTENNA LAYOUT & MOUNT DETAIL, EQUIPMENT LAYOUT & KEY NOTES	2
A-3	SOUTH AND EAST ELEVATIONS	2
A-4	NORTH AND WEST ELEVATIONS	2
L-1	LANDSCAPING & IRRIGATION PLAN, NOTES, AND LEGEND	2
L-2	LANDSCAPING DETAILS	2

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

1. CALIFORNIA ADMINISTRATIVE CODE
2. CALIFORNIA BUILDING CODE 2001
3. ANS/ISA-22.2-1 LIFE SAFETY
4. CALIFORNIA MECHANICAL CODE 2001 (INCL. TITLES 24 & 25) 1995
5. CALIFORNIA PLUMBING CODE 2001
6. CALIFORNIA ELECTRIC CODE 2001
7. LOCAL BUILDING CODE
8. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

ZONING:

DELTA GROUPS ENGINEERING, INC.
2382 MC GAW AVENUE IRVINE, CA 92614
CONTACT: HUGO BARTO
PHONE: (949) 622-0333 FAX: (949) 622-0331

ARCHITECTURAL:

DELTA GROUPS ENGINEERING, INC.
2382 MC GAW AVENUE IRVINE, CA 92614
CONTACT: JERRY LAI
PHONE: (949) 622-0333 FAX: (949) 622-0331

STRUCTURAL:

DELTA GROUPS ENGINEERING, INC.
2382 MC GAW AVENUE IRVINE, CA 92614
CONTACT: JERRY LAI
PHONE: (949) 622-0333 FAX: (949) 622-0331

ELECTRICAL:

DELTA GROUPS ENGINEERING, INC.
2382 MC GAW AVENUE IRVINE, CA 92614
CONTACT: JERRY LAI
PHONE: (949) 622-0333 FAX: (949) 622-0331

SURVEYOR:

CALVADA SURVEYING, INC.
411 JENKS CIR., SUITE 205 CORONA, CA 92880
CONTACT: ARMANDO DU PONT
PHONE: (951) 280-9960 FAX: (951) 280-9746

PROJECT TEAM

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

NOTES: (N) = NEW (E) = EXISTING

GENERAL CONTRACTOR NOTES

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR THE VERIZON WIRELESS COMMUNICATIONS NETWORK.

THIS PROJECT CONSISTS OF (6) PANEL ANTENNAS TOTAL (2) PER SECTOR (3) SECTORS TOTAL. ANTENNAS TO BE ARCHITECTURALLY INTEGRATED ON EXTERIOR WALLS OF EXISTING 54' HIGH FIRE/WATER TOWER CONCEALED BY RE TRANSPARENT SCREENING PAINTED AND TEXTURED TO MATCH EXISTING TOWER. (BRICK COMPOSITION) THREE (3) GPS ANTENNAS. (4) EQUIPMENT CABINETS MOUNTED ON CONCRETE SLAB @ GRADE LEVEL

PROJECT DESCRIPTION

APPLICANT/LESSEE

VERIZON WIRELESS
15505 SAND CANYON AVE.
BUILDING 'D' 1ST FLOOR
IRVINE, CA 92618
PHONE: (949) 286-7000

UTILITY COORD.: ALAN GEORGE
CONSTRUCTION: RICH MARVIN
RF: CARLOS HERERRA

PROPERTY INFORMATION

SITE ADDRESS:
18040 CALLE AMBIENTE
RANCHO SANTA FE, CA. 92067
SAN DIEGO COUNTY

OWNER:
RANCHO SANTA FE FIRE PROTECTION DISTRICT

CONTACT:
16936 EL FUEGO / P.O. BOX 410
RANCHO SANTA FE, CA 92067
NICHOLAS G. PAVONE, FIRE CHIEF
(951) 756-5971

LATITUDE:
33° 02' 25.26" N

LONGITUDE:
117° 09' 33.19" W

LAT/LONG TYPE:
NAD 83

ELEVATION:
190.50' AMSL (NGVD 29)

A.P.N(S).:
265-493-05 & 265-291-02

JURISDICTION:
COUNTY OF SAN DIEGO

ZONE:
C36 - COMMERCIAL

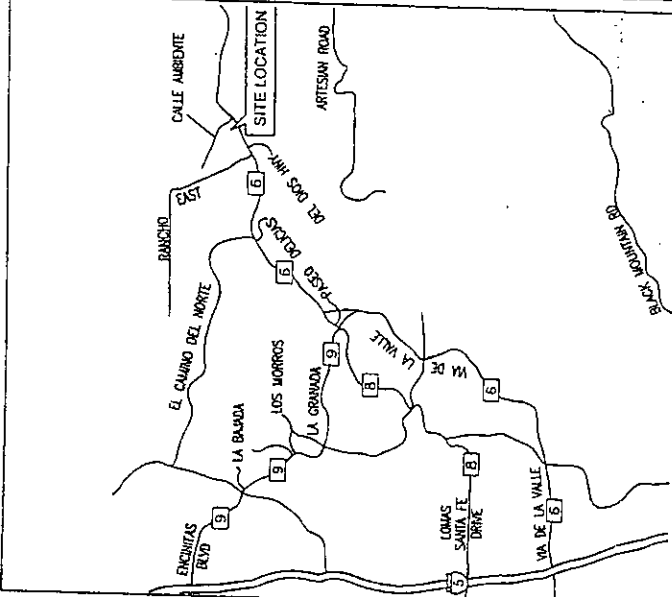
PROPOSED USE:
TELECOMMUNICATIONS FACILITY

OCCUPANCY:
S-2

CONST. TYPE:
V-N

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT SUMMARY



VICINITY MAP

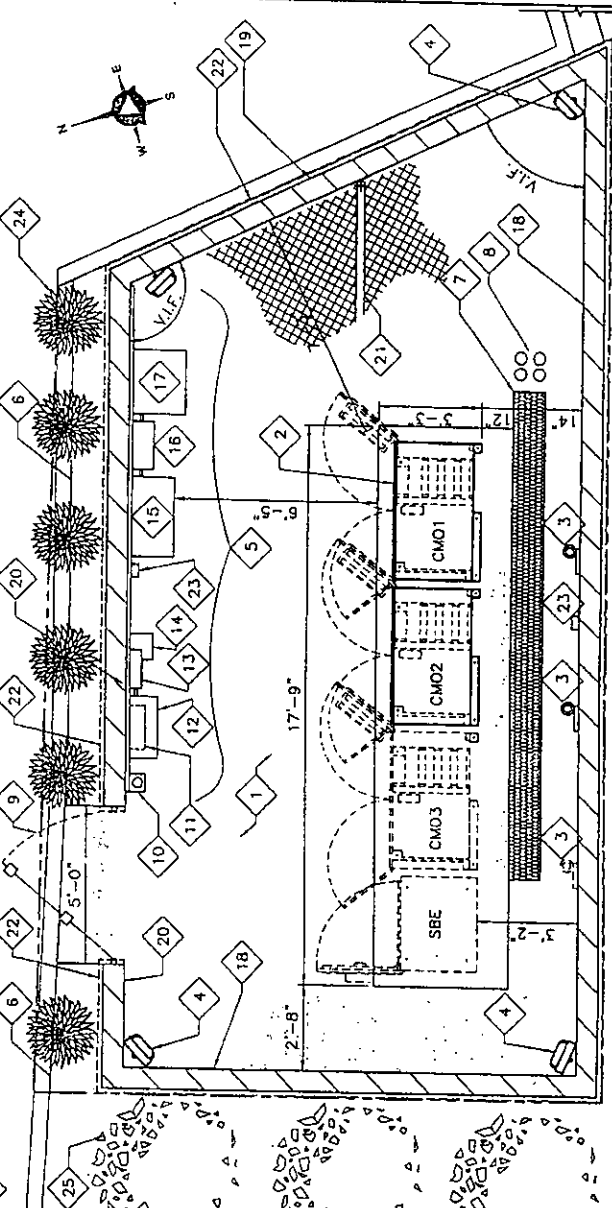
NOT TO SCALE

FROM VERIZON WIRELESS AT IRVINE OFFICE:

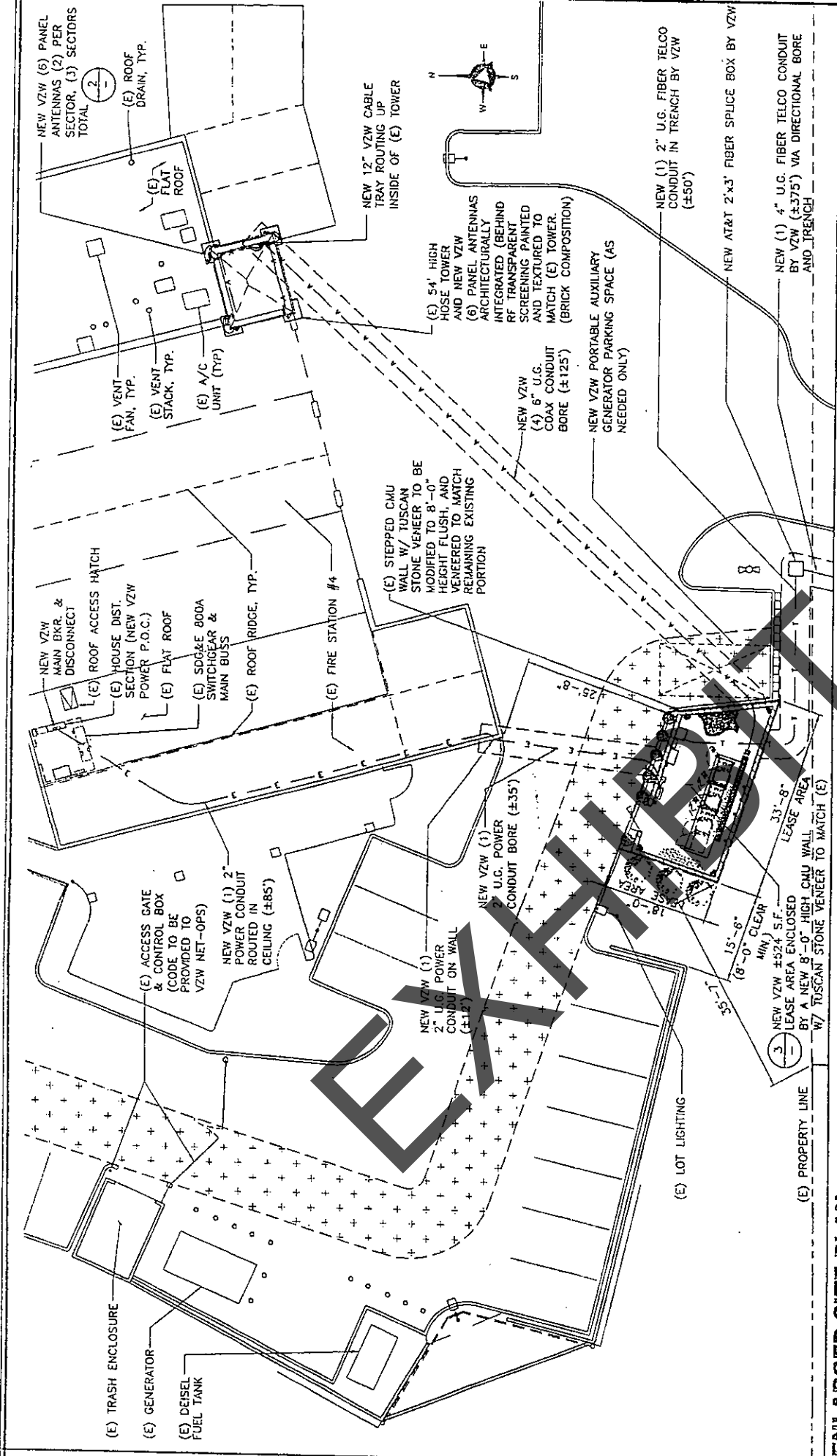
TAKE I-405 SOUTH TO I-5 SOUTH, TURN LEFT OFF THE EXIT AT VIA DE LA VALLE (CO. HWY. 6) AND PROCEED NORTHEAST TO A RIGHT TURN AT PASO DELICIAS (CO. HWY. 6) AND CONTINUE ON PASO DELICIAS UNTIL IT BECOMES DEL DIOS HWY. (CO. HWY. 6). CONTINUE ON DEL DIOS HWY. APPROXIMATELY 1-1/2 MILES TO CALLE AMBIENTE, AND TURN LEFT. SITE IS THE FIRST PROPERTY ON THE LEFT.

DRIVING DIRECTIONS

- KEY NOTES**
- NEW VZW 524 S.F. IRREGULARLY SHAPED LEASE AREA
 - (2) NEW AND (2) FUTURE VZW OUTDOOR EQUIPMENT CABINETS MOUNTED ON NEW 4' RAISED CONCRETE EQUIPMENT PAD
 - NEW WALL MOUNTED VZW GPS ANTENNAS, 1 PER (N) CMO CABINET
 - NEW VZW LIGHTING, TYP. (A-5)
 - NEW VZW UTILITY CABINETS MOUNTED TO (N) CMU WALL W/ UNISTRUT P1000T
 - NEW 1'-0" WIDE LANDSCAPING STRIP AT NORTH SIDE OF VZW LEASE AREA
 - NEW 12" WIDE CABLE TRAY MOUNTED ON PVC SLEEPERS W/ GRIPSTRUT PLANK COVER
 - NEW VZW (4) 6" COAX CONDUIT SUB-UPS
 - NEW VZW 5'-0" WIDE WROUGHT IRON ACCESS GATE W/ PADLOCK
 - NEW VZW 2-6 HR. TIMER SWITCH FOR NEW VZW SERVICE LIGHTING
 - NEW VZW PORTABLE AUXILIARY GENERATOR LUG BOX-LUG, MOUNTED BELOW 'MTS'
 - NEW VZW MANUAL TRANSFER SWITCH-'MTS'
 - NEW VZW SUB-PANEL 'A'-'PNI'
 - NEW VZW SURGE SUPPRESSION-'TVSS'
 - NEW 'THE BEAST' OSX PANEL-'OSX'
 - NEW (2) CP52BMT NIU ENCLOSURES-'NIU' (STACKED VERTICALLY)
 - NEW PURCELL FIBER ENCLOSURE 'MUK'
 - NEW VZW 8'-0" HIGH CMU RETAINING WALL W/ TUSCAN STONE VENEER & DECORATIVE STONE CAP TO MATCH (E) PARKING LOT MASONRY
 - (E) STEPPED CMU RETAINING WALL W/ TUSCAN STONE VENEER TO BE ADDED TO A NON-RETAINING 8'-0" FLUSH HEIGHT CMU WALL, AND FINISHED TO MATCH (E)
 - NEW VZW 8'-0" HIGH NON-RETAINING CMU ENCLOSURE WALL W/ TUSCAN STONE VENEER & CAP TO MATCH (E) PARKING LOT MASONRY
 - NEW VZW CHAIN-LINK SECURITY LID
 - LINE OF 'TUSCAN STONE' VENEER
 - GFCI RECEPTACLE
 - (N) CALIFORNIA SAGEBRUSH, TYP. OF 6
 - (N) (3) 5 GALLON OLEANDERS



EQUIPMENT LAYOUT & KEY NOTES

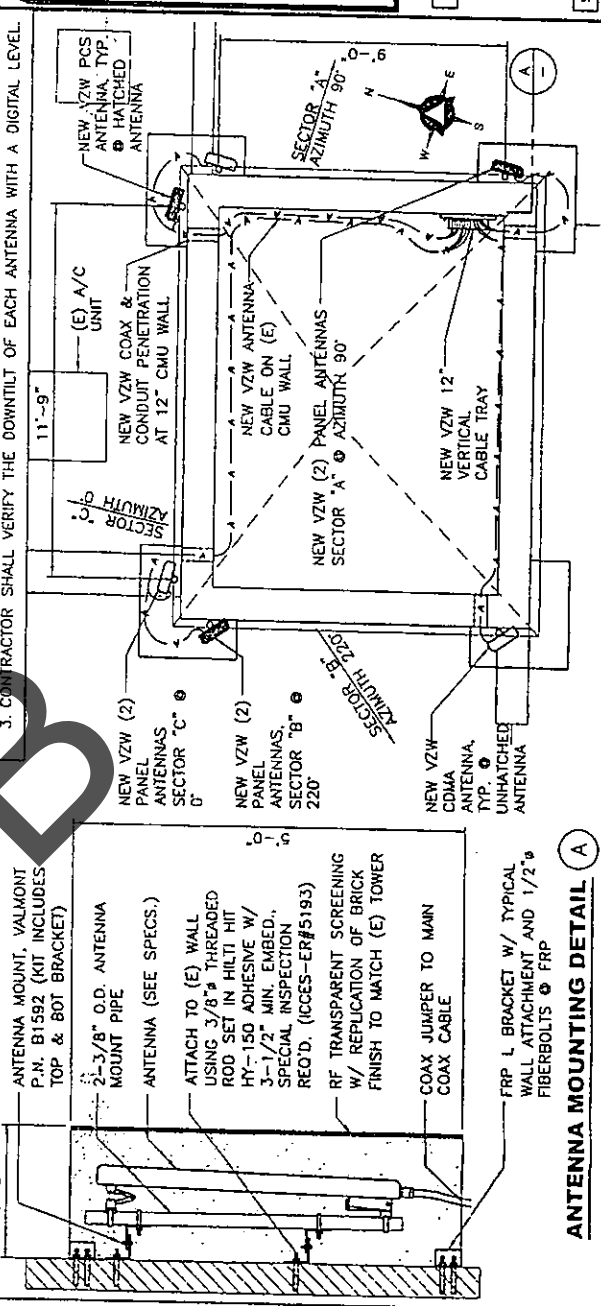


ENLARGED SITE PLAN

NOTE: LINE OF DECORATIVE STONE CAP NOT SHOWN FOR CLARITY

MOUNTING NOTES:

1. VERIFY AZIMUTH BEFORE INSTALLATION WITH RF WORKSHEET.
2. VERIFY MOUNTING HEIGHT BEFORE INSTALLATION WITH RF WORKSHEET.
3. CONTRACTOR SHALL VERIFY THE DOWNTILT OF EACH ANTENNA WITH A DIGITAL LEVEL.



ANTENNA MOUNTING DETAIL (A)

ANTENNA LAYOUT AND MOUNT DETAIL

Verizon Wireless
15505 SAND CANYON AVE.
BUILDING "D" 1ST FLOOR
IRVINE, CA 92618
PHONE (949)286-7000

DELTA GROUPS, INC.
ENGINEERING, INC.
CONSULTING ENGINEERS
2382 MC CAW AVENUE
IRVINE, CA 92614
TEL 949-622-0333 FAX 949-622-0331

DGE JOB # 103VW029A
SITE NAME

**DEL DIOS
HIGHWAY**

SITE ADDRESS

**18040 CALLE AMBIENTE
RANCHO SANTA FE, CA 92067**

NO.	DATE	DESCRIPTION
A	6/29/07	ISSUED FOR REVIEW & COMMENT
D	07/25/07	ISSUED FOR ZONING
1	10/25/07	ISSUED FOR ZONING
2	12/28/07	ISSUED FOR ZONING

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DRAWN BY: NJC
CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE
**ENLARGED SITE PLAN,
ANTENNA LAYOUT & MOUNT
DETAIL, EQUIP. LAYOUT, &
ANTENNA SPECS. & SCHEDULE**
SHEET NUMBER

verizon

15505 SAND CANYON AVE.
BUILDING 100 1ST FLOOR
IRVINE, CA 92618
PHONE (949)286-7000

DELTA GROUPS
ENGINEERING, INC.
CONSULTING ENGINEERS



2352 MC GAW AVENUE
IRVINE, CA 92614
TEL 949-622-0333 FAX 949-622-0331

DGE JOB # 103VW029A

SITE NAME

DEL DIOS
HIGHWAY

SITE ADDRESS

18040 CALLE AMBIENTE
RANCHO SANTA FE, CA 92067

REVISIONS	NO.	DATE	DESCRIPTION
	A	6/29/07	ISSUED FOR REVIEW & COMMENT
	0	07/25/07	ISSUED FOR ZONING
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DRAWN BY: NJC
CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE

SOUTH AND EAST
ELEVATIONS

SHEET NUMBER

A-3

NEW VZW (2) PANEL ANTENNAS (2) PER SECTOR, SECTOR A @ 90° & RAD CTR. 40'-6" BEHIND RF TRANSPARENT SCREEN (PAINTED AND TEXTURED TO MATCH (E) TOWER. COMPOSITION)

NEW VZW (2) PANEL ANTENNAS (2) PER SECTOR, SECTOR B @ 220° & RAD CTR. 40'-6" BEHIND RF TRANSPARENT SCREEN (PAINTED AND TEXTURED TO MATCH (E) TOWER. (BRICK COMPOSITION)

(E) FIRE STATION W/ TUSCAN THEME TO MATCH SURROUNDING COMMUNITY

(2) NEW AND (2) FUTURE VZW OUTDOOR EQUIPMENT CABINETS MOUNTED ON CONCRETE PAD BEHIND DECORATIVE CMU WALL (MATCH EXISTING) ON (E) GRADE

(2) NEW AND (1) FUTURE VZW GPS ANTENNAS

(N) (3) 5 GALLON
OLENDERS

SOUTH ELEVATION

(E) 10' HIGH WHIP ANTENNA
(E) 5' HIGH WHIP ANTENNA

NEW VZW (2) PANEL ANTENNAS, SECTOR C @ 0° & RAD CTR. 40'-6" BEHIND RF TRANSPARENT SCREEN (PAINTED AND TEXTURED TO MATCH (E) TOWER. (BRICK COMPOSITION)

NEW VZW (2) PANEL ANTENNAS, SECTOR A @ 90° & RAD CTR. 40'-6" BEHIND RF TRANSPARENT SCREEN (PAINTED AND TEXTURED TO MATCH (E) TOWER. (BRICK COMPOSITION)

(2) NEW AND (2) FUTURE VZW OUTDOOR EQUIPMENT CABINETS MOUNTED ON CONCRETE PAD BEHIND DECORATIVE CMU WALL (MATCH EXISTING) ON (E) GRADE

(2) NEW AND (1) FUTURE VZW GPS ANTENNAS

(N) CALIFORNIA SAGEBRUSH TYP. OF 6

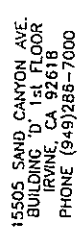
EAST ELEVATION

FINISH GRADE
0'-0" A.G.L. REF.
190.5' ASML

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



2



2362 MC GAW AVENUE
RVINE, CA 92614

TEL 949-622-0333 FAX 949-622-0331

DGE JOB # 103VW029A

SITE NAME

**DEL DIOS
HIGHWAY**

SITE ADDRESS

18040 CALLE AMBIENTE
RANCHO SANTA FE, CA 92067

REVISIONS		DESCRIPTION
NO.	DATE	
A	6/29/07	ISSUED FOR REVIEW & COMMENT
0	07/23/07	ISSUED FOR ZONING
1	10/25/07	ISSUED FOR ZONING
2	12/28/07	ISSUED FOR ZONING

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CHECKED BY: FO

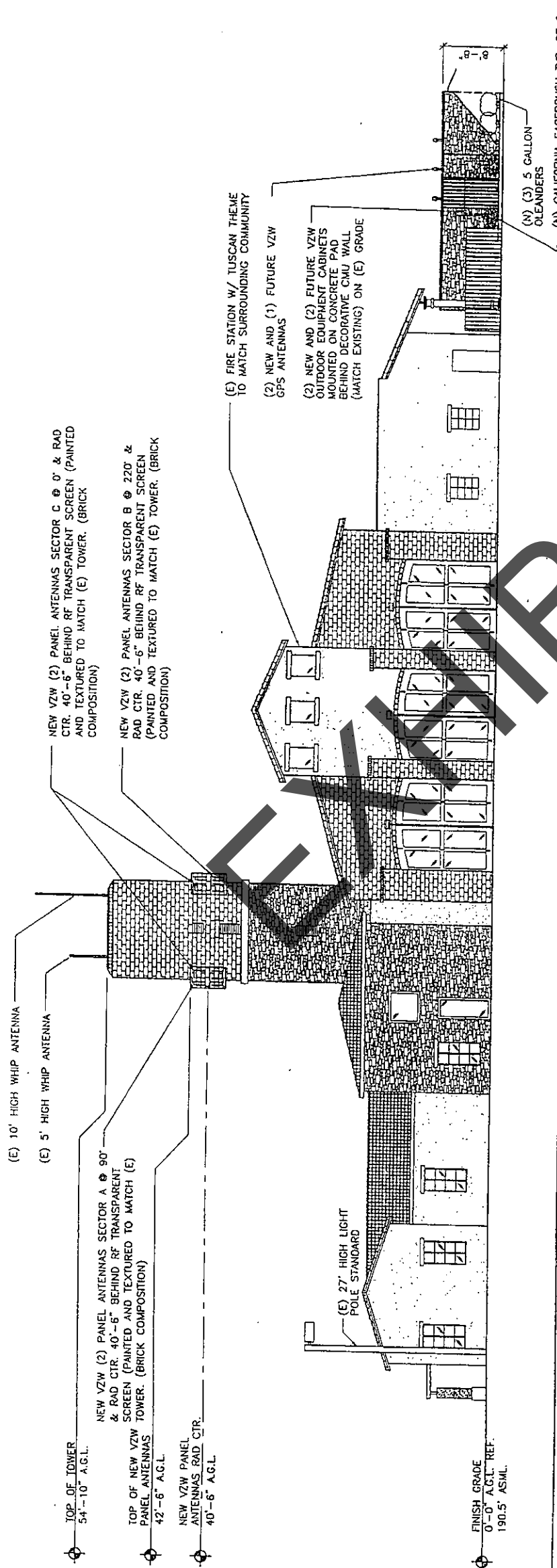
SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET 133HS

**NORTH & WEST
ELEVATIONS**

SHEET NUMBER

A-4



NORTH ELEVATION

NEW VZW (2) PANEL ANTENNAS, SECTOR B @ 220' & RAD CTR. 40'-6" BEHIND RF TRANSPARENT SCREEN (PAINTED AND TEXTURED TO MATCH (E) TOWER. (BRICK COMPOSITION)

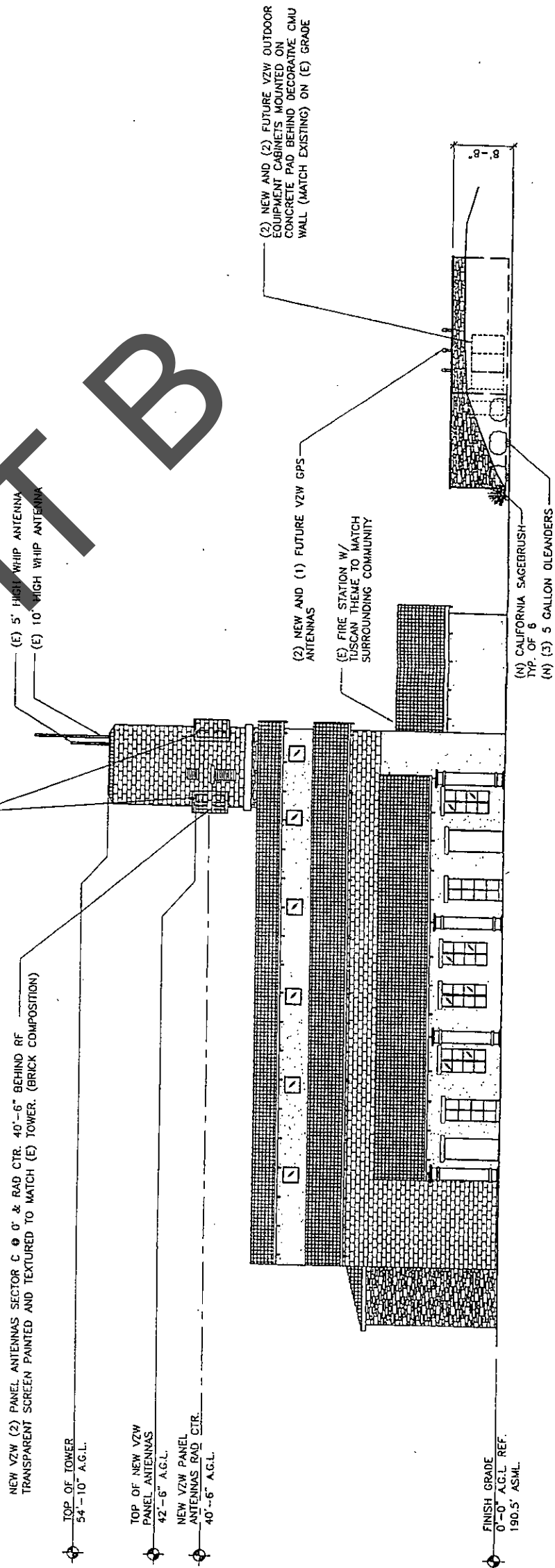
NEW VZW (2) PANEL ANTENNAS SECTOR C @ 0° & RAD CTR. 40'-6" BEHIND RF
TRANSPARENT SCREEN PAINTED AND TEXTURED TO MATCH (E) TOWER. (BRICK COMPOSITION)

TOP OF TOWER
54' - 10" A.G.L.

TOP OF NEW VZV
PANEL ANTENNAS
42'-6" A.G.L.

NEW VZW PANEL
ANTENNAS RAD CTFF
40'--6" A.G.L.

NISH GRADE
-0" A.G.L. REF.
90.5' ASML



WEST ELEVATION

- 1) EXISTING ABOVE-GROUND IRRIGATION SYSTEM IN PLACE.
- 2) THE DESIGN IS DIAGNOSTIC. ALL NEW PIPING, VALVES, ETC. SHOWN SHALL BE FIELD VERIFIED AS TO EXACT LOCATION AND LAYOUT. FINAL LAYOUT OF NEW LINES SHALL BE AS REQUIRED TAKING INTO ACCOUNT OBSTRUCTIONS OR OTHER RESTRICTIONS AS FOUND IN THE FIELD.
- 3) PRODUCTS SPECIFIED SHALL BE CONSTRUCTED TO INCLUDE "OR APPROVED EQUAL".
- 4) THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT UTILITIES AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND HE IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO, THESE LINES OR STRUCTURES.
- 5) THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST THE SYSTEM TO INSURE OPTIMUM SYSTEM PERFORMANCE.
- 6) IRRIGATION SHALL BE MAINTAINED FOR A MINIMUM 60 MONTH ESTABLISHMENT PERIOD FROM DATE OF INSTALLATION OF NEW PLANT MATERIALS. WATERING VOLUMES MAY BE REDUCED BY 50% AFTER THE FIRST YEAR.
- 7) INSTALL POLYETHYLENE (SPAGHETTI) TUBING ON GRADE. SECURE TUBING USING SALCO 3/4" STAPLES AT 5' ON CENTER.
- 8) INSTALL NEW CONTROLLER IN LOCATION INDICATED. THE 120V AC POWER FOR THE CONTROLLER SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR WITH THE FINAL CONNECTION TO THE CONTROLLER TO BE INSTALLED BY IRRIGATION CONTRACTOR.
- 9) SYSTEM HAS BEEN DESIGNED TO OPERATE AT A MAXIMUM FLOW OF 16 GPH AT A PRESSURE OF 10 PSI.
- 10) IRRIGATION SYSTEMS ARE TO BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS (IF APPLICABLE) OF THE LOCAL JURISDICTION AND OTHER APPLICABLE STANDARDS AS OF THE APPROVED DATE OF THESE PLANS.

LANDSCAPING IRRIGATION NOTES

SYMBOL	MANUFACTURER/MODEL	PSI	CPM/GPH
•	DRIP EMITTER (CITY APPROVED) (RAINBIRD EM-L10X)	10	65 GPH
⊙	(N) RAINBIRD EFB-CP-PRS-B, REMOTE CONTROL VALVE		
⊠	(N) FEBCO #825 BACKFLOW PREVENTER AND WILKINS #500 PRESSURE REGULATOR		
⊞	RAINBIRD IRRIGATION CONTROLLER ESP-40MC		
—	RAINBIRD (1/4") VINYL EMITTER DISTRIBUTION TUBING		
(N)	(N) HOSE BIB (POINT OF CONNECTION--FIELD VERIFY)		
---	NEW LATERAL LINE CLASS 200 PVC (SIZE AS NOTED)		
---	2" SCHED. 40 PVC SLEEVE		
---	(N) 1/2" THICK-WALLED TUBING "XERI-TUBE 700" BY RAINBIRD		
---	ELECTRIC CONTROL WIRES IN 1" PVC		

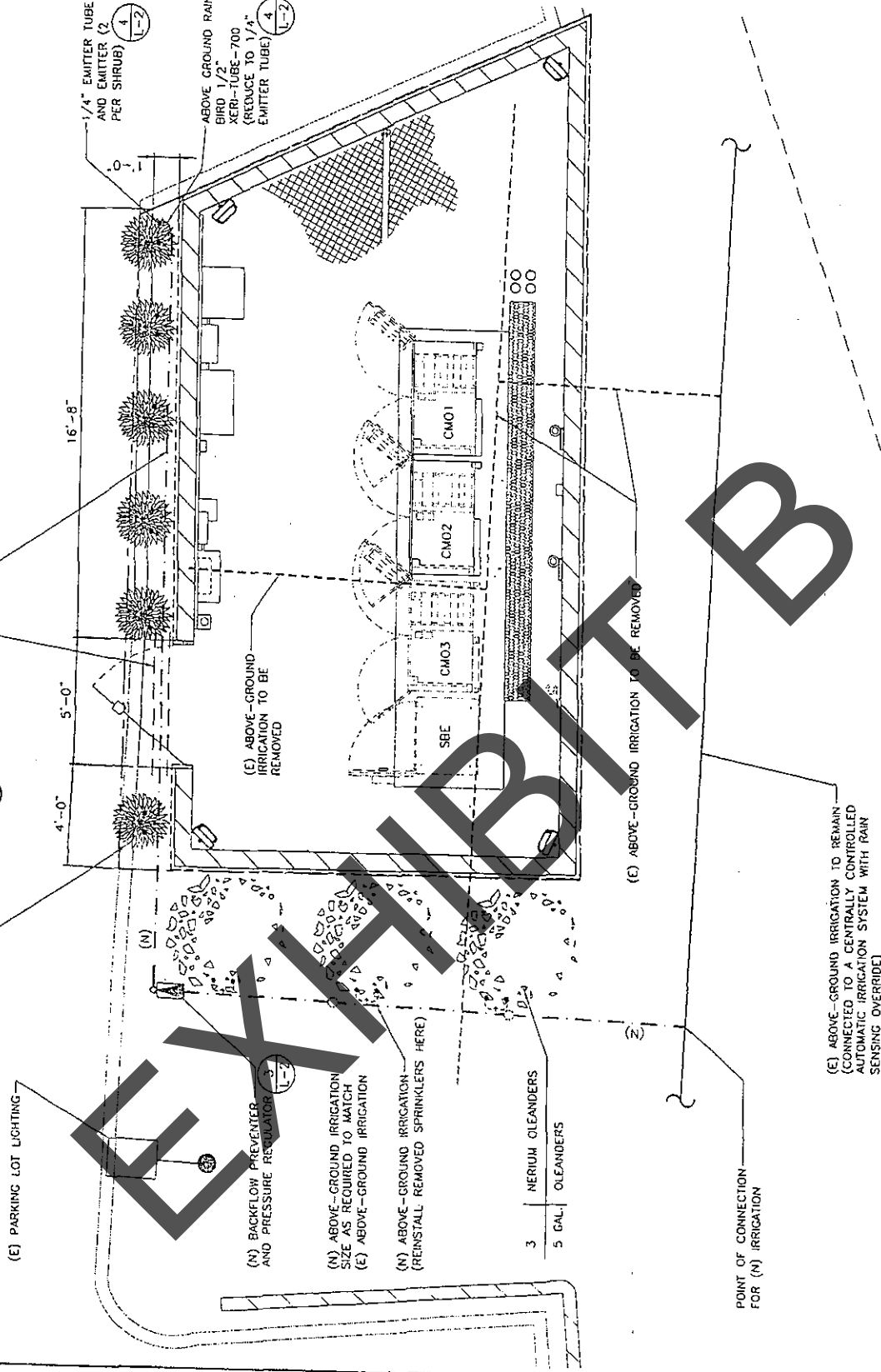
LANDSCAPING IRRIGATION LEGEND

- 1) THIS PLAN IS DIAGNOSTIC ONLY. LANDSCAPE CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO PLANS AS REQUIRED TO ACCOMMODATE VARIATIONS IN FIELD CONDITIONS INCLUDING OBSTRUCTIONS OR INTERFERENCES POSED BY EXISTING FEATURES (E.G. UTILITY VAULTS, UNDERGROUND INFRASTRUCTURE, ETC.) WHICH MAY NOT BE SHOWN IN THESE DRAWINGS.
- 2) ALL PLANTING SHALL BE PERFORMED IN ACCORDANCE WITH THE DETAILS PROVIDED HEREIN UNLESS SUPERSEDED BY LOCAL STANDARDS. IN ALL CASES LOCAL JURISDICTIONAL ORDINANCES AND STANDARDS SHALL TAKE PRECEDENCE OVER PLANS AND STANDARD DETAILS.
- 3) THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT UTILITIES AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND HE IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO, THESE LINES OR STRUCTURES.
- 4) PRUNING SHALL BE DONE IN ACCORDANCE WITH WESTERN CHAPTER ISA PRUNING STANDARDS AND BE PERFORMED AT MINIMUM BY A WESTERN CHAPTER ISA TREE WORKER, UNDER THE FULL TIME SUPERVISION OF A CERTIFIED OR CONSULTING ARBORIST.
- 5) THE GENERAL CONTRACTOR IS TO PROVIDE TWO-INCH LAYER OF WOOD BARK MULCH COVER, 3/4-INCH TO ONE-INCH SIZE AT NEW SHRUB PLANTING AREA.

GENERAL NOTES

4 LANDSCAPING PLAN & IRRIGATION PLAN

LANDSCAPE MATERIALS			
SYMBOL	QUANTITY	CONT. SIZE	COMMON NAME
⊙	6	5 GAL.	ARTEMISIA CALIFORNICA
⊞	3	5 GAL.	NERIUM OLEANDERS



NOTE:
EXISTING ABOVE-GROUND IRRIGATION AND WATERING SCHEDULE IS SUFFICIENT TO ESTABLISH AND MAINTAIN NEW PLANTING AT THE EXISTING WATERING INTERVALS AT THE PROPOSED LOCATION. NO NEW IRRIGATION CONTROLLER IS REQUIRED. FIRE DEPARTMENT SHALL BE RESPONSIBLE FOR LANDSCAPE & IRRIGATION MAINTENANCE AND UP KEEP.

A.P.N.: 265-493-05
A.P.N.: 265-291-02



SCALE: 3/8" = 1'-0"

L-1

Verizon Wireless
15505 SAND CANYON AVE.
BUILDING "D" 1ST FLOOR
IRVINE, CA 92618
PHONE (949) 286-7000

**DELTA GROUPS
ENGINEERING, INC.**
CONSULTING ENGINEERS
2362 MC CAW AVENUE
IRVINE, CA 92614
TEL 949-622-0333 FAX 949-622-0333

DCE JOB # 103VW029A

SITE NAME

**DEL DIOS
HIGHWAY**

SITE ADDRESS

18040 CALLE AMBIENTE
RANCHO SANTA FE, CA 92067

NO.	DATE	DESCRIPTION
A	6/29/07	ISSUED FOR REVIEW & COMMENT
0	07/25/07	ISSUED FOR ZONING
1	10/25/07	ISSUED FOR ZONING
2	12/26/07	ISSUED FOR ZONING

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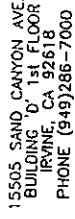
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SHEET TITLE

**LANDSCAPING AND
IRRIGATION PLAN,
NOTES & LEGEND**

SHEET NUMBER



2362 MC GAW AVENUE
IRVINE, CA 92614
TEL 949-622-0333 FAX 949-622-0331

DGE JOB # 103VW029A

SITE NAME

DEL DIOS
HIGHWAY

SITE ADDRESS

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RANCHO SANTA FE, CA 92067

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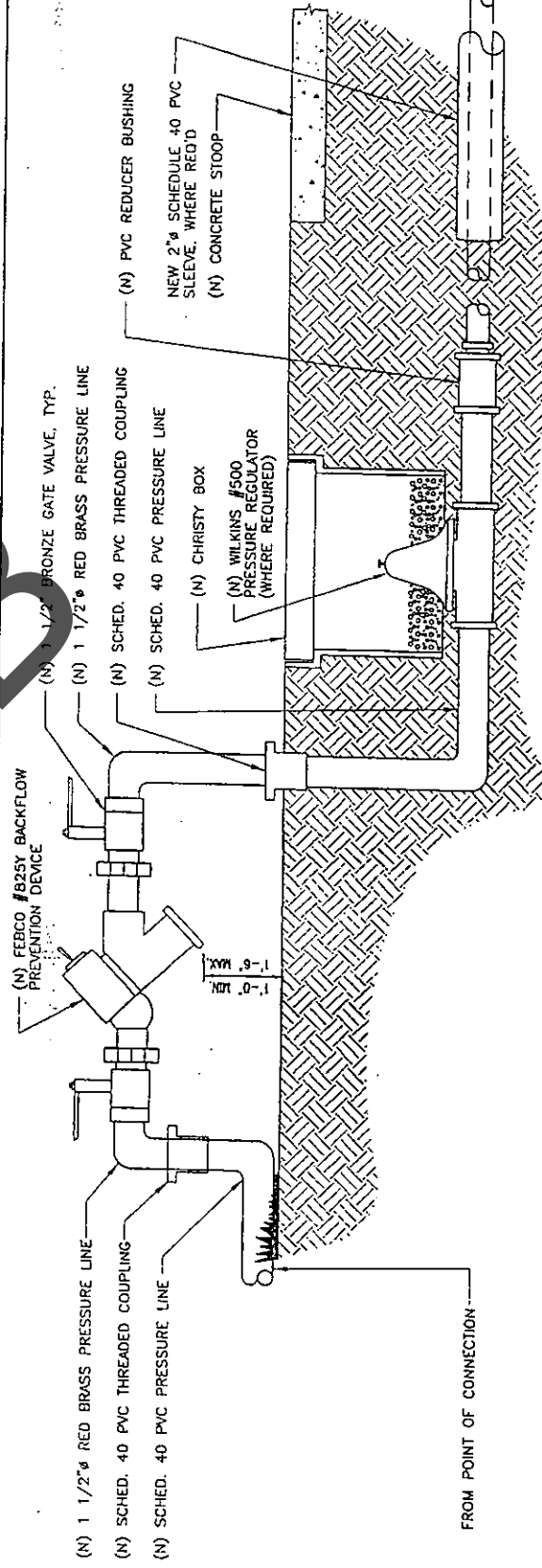
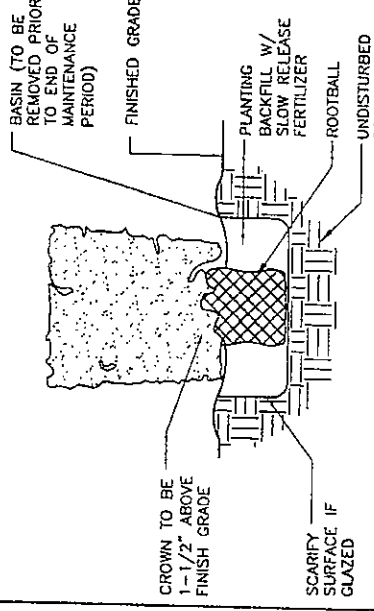
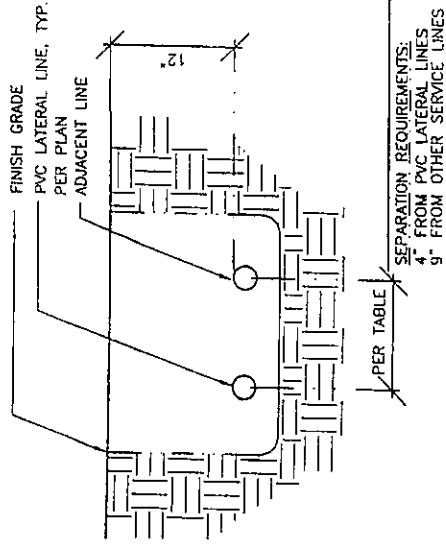
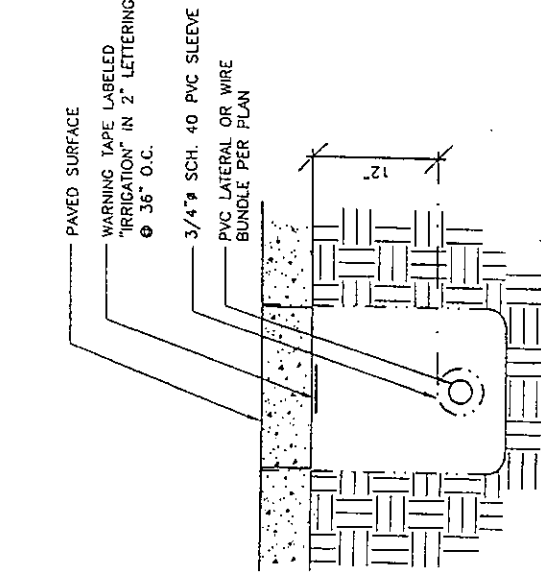
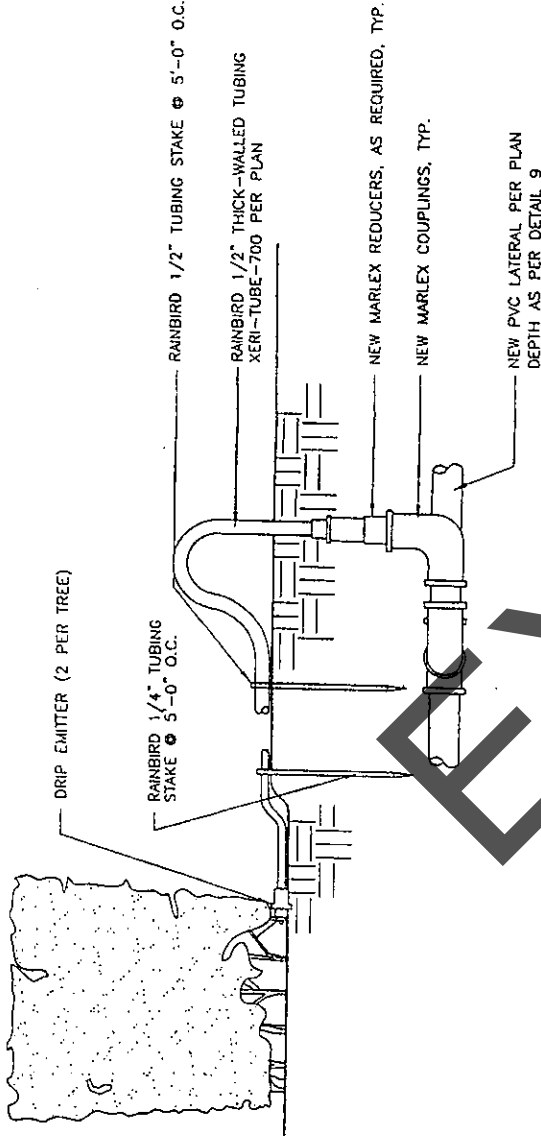
SPACE RESERVED FOR PROFESSIONAL SEALS

3271 133HS

LANDSCAPING DETAILS

SHEET NUMBER

L-2



NOT USED

L-2

EXHIBIT C
MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuire Woods LLP
1800 Century Park East
8th Floor
Los Angeles, CA 90067
Attention: John R. Visconsi, Esq.
(Site Name: Del Dios)

(Space above this line for Recorder's use.)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this ___ day of 2008, between the Rancho Santa Fe Fire Protection District, with a mailing address located at P.O. Box 410, Rancho Santa Fe, California 92067, hereinafter referred to as "LESSOR, and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, by Celloo Partnership, its general partner, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." LESSOR and LESSEE entered into a Lease Agreement (the "Agreement") for a portion of certain real property located at the Cielo Fire Station, 18040 Calle Ambiente, in the City of Rancho Santa Fe, County of San Diego, State of California, within the property of LESSOR which is described in Exhibit "A" attached hereto ("LESSOR's Property").

The term of the Agreement is for an initial term of eleven years, commencing as provided for in the Agreement. The Agreement shall automatically be extended for two (2) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

LESSOR hereby leases to LESSEE a portion of LESSOR's Property, together with a non-exclusive right of access to the LESSEE's leased premises, seven (7) days a week, twenty-four (24) hours a day, and a right to conduct any lawful activity related to the installation and maintenance of utility wires, cables, conduits and pipes to and from LESSEE's equipment to the authorized utility sources. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises."

The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

Rancho Santa Fe Fire Protection District

By: _____

Name: _____

Its: _____

LESSEE:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: _____

Keith A. Surratt

West Area Vice President – Network

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, _____, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the authorized representative of the Rancho Santa Fe Fire Protection District, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Rancho Santa Fe Fire Protection District, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT B

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, the limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: _____
Notary Public in and for the State of AZ, residing at _____
My appointment expires: _____

EXHIBIT "A"
(LEGAL DESCRIPTION OF LESSOR'S PROPERTY)

EXHIBIT B

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

City No. 9713002

PARCEL A:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED NOVEMBER 19, 1880, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF AND THE NORTHWESTERLY LINE OF COUNTY ROAD SURVEY NO. 476, AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED JUNE 11, 1958 IN BOOK 7116, PAGE 550 OF OFFICIAL RECORDS, BEING A POINT IN THE ARC OF AN 800.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE OF WHICH BEARS SOUTH 56°57'25" EAST TO SAID POINT; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°35'45" A DISTANCE OF 441.16 FEET TO POINT "A" OF THIS DESCRIPTION; THENCE RADIAL TO SAID CURVE NORTH 25°21'40" WEST, 40.00 FEET; THENCE NORTH 36°59'00" EAST 127.87 FEET; THENCE NORTH 00°43'20" WEST, 145.00 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE EASTERLY ALONG SAID NORTHERLY LINE 270.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No: 265-291-02

PARCEL A-1:

AN EASEMENT FOR ROAD PURPOSES OVER, ALONG AND ACROSS ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED NOVEMBER 19, 1880, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" REFERRED TO IN PARCEL A ABOVE; THENCE ALONG THE NORTHERLY LINE OF ROAD SURVEY NO. 476, SOUTH 64°38'20" WEST, 50.00 FEET; THENCE NORTH 25°21'40" WEST, 75.00 FEET; THENCE NORTH 64°39'20" EAST 50.00 FEET TO AN INTERSECTION WITH A LINE THAT BEARS NORTH 25°21'40" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 25°21'40" EAST 75.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

LOT 129 OF SECOND AMENDED MAP OF COUNTY OF SAN DIEGO TRACT NO. 4227-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14015, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 4, 2000.

Assessor's Parcel No: 265-493-05

Assessor's Parcel No: 265-291-02 & 265-493-05

EXHIBIT "D" INSURANCE

INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to District under this Lease, Lessee shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

1. Minimum Scope of Insurance:

Coverage should be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001, or equivalent or broader coverage.

B. Automobile Liability covering all owned, non owned and hired auto, Insurance Services Office form CA0001, or equivalent or broader coverage.

C. Workers Compensation, as required by State of California and Employer's Liability Insurance.

D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee's merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee, and the personal property of Lessee, its agents and employees. Rental Income Insurance assuring District of receiving the minimum monthly rent from the time the Premises are damaged or destroyed with a minimum period of coverage for one (1) year.

2. Minimum Limits of Insurance:

Lessee shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000. Fire Damage Limit (Any One Fire) \$300,000 and

Exhibit D

Medical Expense Limit (Any One Person) \$5,000.

B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.

C. Employers Liability: \$1,000,000 each accident for bodily injury or disease.

D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retention's:

Does not apply.

4. Other Insurance Provisions:

The general liability and automobile liability policies are to contain the following provisions:

A. Additional Insured Provision

Any general liability policy provided by Lessee shall list as additional insureds the Rancho Santa Fe Fire Protection District, the members of the Board of Directors of the District and the officers, agents, employees and volunteers of the District, individually and collectively. Lessee agrees that additional insured status is granted automatically to the District and is a provisional feature in Lessee's general liability insurance policy.

B. Primary Insurance Provision

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the District, the members of the Board of Supervisors of the District and the officers, agents, employees and volunteers of the District, individually and collectively as relates to error and omissions of Lessee. Any insurance or self-insurance maintained by the District, the members of the Board of Supervisors of the District, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy or coverage program shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail to the District at the address shown in the section of the Lease entitled "Notices."

Exhibit D

GENERAL PROVISIONS

5. Qualifying Insurers:

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District's Fire Chief.

6. Evidence of Insurance:

Prior to commencement of this Lease, but in no event later than effective date of the Lease, Lessee shall furnish the District with certificates of insurance with additional insured status effecting coverage required by this clause. Thereafter, copies of renewal certificates shall be furnished to District within thirty (30) days of expiration of the term of any required policy. In the event of a lawsuit related to this Lease, District may inspect policies of insurance of Lessee which Lessee has not delivered to District; provided however, Lessee's production of such policies required pursuant to this Lease and District's inspection thereof, shall be governed by the applicable rules of civil procedure regarding discovery of documents and/or by Court Order.

7. Failure to Obtain or Maintain Insurance; District's Remedies:

Lessee's failure to provide insurance specified or failure to furnish certificates of insurance, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and District may, at its option, terminate the Lease for any such default by Lessee.

8. No Limitations of Obligations:

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage:

District retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

Exhibit D

10. Self-Insurance:

Lessee may fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under this Lease.

11. Sublessees' Insurance:

Lessee shall require any sublessee, and any sub-sublessee, of all or any portion of the Premises to provide the insurance coverage described herein prior to occupancy of the Premises.

12. Waiver of Subrogation:

Lessee and District waive all rights to recover against each other or against any other tenant or occupant of the building, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the building, from any Claims (as defined in the Article entitled "Indemnity") against either of them and from any damages to the fixtures, personal property, Lessee's improvements, and alterations of either District or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either District or Lessee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any first party property policy or policies of insurance provided by Lessee and District shall be a standard waiver of rights of subrogation against the other party by the insurance company issuing said policy or policies.

EXHIBIT D

Exhibit D